City of Pittsburg, Kansas
Commission Meeting Agenda
Tuesday, December 9, 2025
5:30 p.m.

Table of Contents

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, December 9, 2025
5:30 PM

CALL TO ORDER BY THE MAYOR:

a. Flag Salute Led by the President of the Board
b. Proclamation – Dr. Jim Triplett Day
c. Public Input

REORGANIZATION OF THE BOARD OF COMMISSIONERS:

a. Newly-elected and Re-elected Commissioners Sworn In and Seated.

b. Mayor Elected from Members of the Governing Body.

c. New Mayor Sworn In and Seated.

d. President of the Board of Commissioners Elected from Members of the Governing Body.

e. President of the Board Sworn In and Seated.

CONSENT AGENDA (ROLL CALL VOTE):

a. Approval of the November 12th, 2025, Special City Commission Meeting minutes.

b. Approval of Resolution No. 1297, amending Resolution No. 1290, establishing Equivalent Residential Unit (ERU) Rate and Undeveloped Property Rate; and providing an effective date of January 1, 2026, and authorize the Mayor to sign the Resolution on behalf of the City.

c. Approval of Ordinance No. G-1381, amending Section 82-141 of the Pittsburg City Code fixing rates and minimum charges for sewer service, and authorize the Mayor to sign the Ordinance on behalf of the City.

d. Approval of Ordinance No. G-1382, amending Section 82-111 of the Pittsburg City Code fixing rates and minimum charges for water service, and authorize the Mayor to sign the Ordinance on behalf of the City.

e. Approval of Ordinance No. G-1383, annexing, including, and incorporating certain land within the limits and boundaries of the City of Pittsburg, Kansas, in conformity with the provisions of K.S.A. 12-52, et seq., as amended, and authorize the Mayor to sign the Ordinance on behalf of the City (located at 1920 South Olive – Wastewater Treatment Facility).

f. Approval of Ordinance No. G-1384, amending Section 2-109 of the Pittsburg City Code by removing the prohibition on members of the Airport Advisory Board from serving more than two consecutive terms, and authorize the Mayor to sign the Ordinance on behalf of the City.

g. Approval of Ordinance No. S-1113, amending Ordinance No. S-1099 fixing the salary and compensation of the officers and employees of the City of Pittsburg, Kansas, and authorize the Mayor to sign the Ordinance on behalf of the City.

h. Approval of staff recommendation to enter into a Consultant Agreement with Olsson, Inc., of Joplin, Missouri, for the design and bid phases of the Atkinson Municipal Airport Runway 17/35 Rehabilitation Project, at a cost of $85,900, to be funded at 95% by the FAA, making the City's share of the design and bid phases an estimated $4,500, and authorize the Mayor to sign the Consultant Agreement on behalf of the City.

i. Approval of staff recommendation to enter into an Agricultural Land Lease between Kenneth Biancarelli and the City of Pittsburg, in which Mr. Biancarelli will lease 135.41 acres of tillable land and grass land located at the Atkinson Municipal Airport, in the amount of $7,447.55, for the term beginning on January 1, 2026, and concluding on December 31, 2026, and authorize the Mayor to sign the lease on behalf of the City.

j. Approval of the applications submitted by The Corner Patio Pittsburg, LLC (919 North Broadway), WS Mart, LLC dba Pittsburg Mart (3201 North Rouse), Walgreen Co. dba Walgreens #09049 (1911 North Broadway), EK Enterprise LLC dba Pitt Express (302 West 4th Street), Pete's of Erie Inc. dba Pete's #13 (4002 North Broadway) Pete's of Erie Inc. dba Pete's #7 (1307 South Broadway), Pitts Retail, LLC dba Galaxy Food Mart III (1101 East 4th Street), DG Retail, LLC dba Dollar General Store #23865 (1026 East 4th Street), DG Retail, LLC dba Dollar General Store # 18856 (820 West 4th Street), DG Retail, LLC dba Dollar General Store #3785 (2810 North Broadway), DG Retail, LLC dba Dollar General Store #13065 (2004 South Rouse), The Meat Shed, LLC dba The Meat Shed - for consumption on the premises (2401 South Rouse), The Meat Shed, LLC dba The Meat Shed - for sale in the original unopened container (2401 South Rouse), The Pitt Stop (902 South Joplin), Horton's Pizza Plus (1601 East 4th Street), The Knights of Columbus (407 East 11th Street), Main Street Axe Company (216 South Broadway), Opie's Pizza Pool Room Pub (607 North Broadway), and ALDI, Inc. (Kansas) dba ALDI #89 (3109 North Broadway) to sell Cereal Malt Beverages for the year 2026 and direct the City Clerk to issue the license.

k. Approval of staff request to purchase refuse containers from Elliott Equipment Co., in the amount of $46,487.00, and authorize the Mayor to sign the necessary documents on behalf of the City.

l. Approval of staff recommendation to award the bid for the purchase of AB-3 Limestone Rock and 3/4 Clean Rock for a period of January 1st through December 31st, 2026, with the option to renew the contract for two (2) additional one (1) year periods to the low bidder meeting specifications, Kunshek Chat & Coal, Inc., of Pittsburg, Kansas, based on their low bid of $14.25 per ton for AB-3 Limestone Rock and $17.00 per ton for 3/4 Clean Rock and authorize the Mayor and City Clerk to execute the contract documents once prepared.

m. Approval of staff recommendation to award the bid for the purchase of Ready Mix Cement/Flowable fill for a period of January 1st through December 31st 2026, with the option to renew the contract for two (2) additional one (1) year periods to American Concrete Co., Inc., of Pittsburg, Kansas, based on their bid and ability to meet the City's needs, and authorize the Mayor and City Clerk to execute the contract documents once prepared.

n. Approval of Change Order #1 to the contract with Pitt Foundation Repair for the 616 North Broadway Debris Removal Project in the amount of $62,579.25, making the overall contract construction amount $311,579.25, and authorize the Mayor to sign the Change Order on behalf of the City.

o. Approval of staff recommendation to award the bids for Exclusive Contract Towing Services for the period of January 1, 2026, through December 31, 2027, to Bean's Towing & Recovery, of Weir, Kansas, based on their bid of $85 per tow and $15 per day storage, and authorize the Mayor to sign the necessary documents on behalf of the City.

p. Approval of staff recommendation to accept the grant agreement for the Emergency Solutions Grant (ESG) from the Kansas Housing Resources Corporation (KHRC) in the amount of $97,363 to support homeless services within our community, for the grant period of July 1, 2025, through September 30, 2026, and authorize the Mayor to sign the appropriate documents on behalf of the City.

q. Approval of the reappointment of Matthew Kassawara, Joshua Luken, David Moore and Darrell Pulliam to third three-year terms as members of the Airport Advisory Board, effective January 1, 2026, and concluding on December 31, 2028.

r. Approval of the appointment of Susan Cook, Nick Coomes and Kent Giddings to first three-year terms as members of the Economic Development Advisory Committee (EDAC), effective January 1, 2026, and concluding on December 31, 2028.

s. Approval of the reappointment of Dr. Steve Scott to a second three-year term as a member of the Planning Commission/Board of Zoning Appeals, effective January 1, 2026, and concluding on December 31, 2028.

t. Approval of the Appropriation Ordinance for the period ending December 9, 2025, subject to the release of HUD expenditures when funds are received.

PUBLIC HEARINGS:

a. 2025 BUDGET AMENDMENT – The City of Pittsburg advertised for a Public Hearing to be held on Tuesday, December 9, 2025, at the City Commission Meeting, commencing at 5:30 p.m. in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, to hear and answer objections of taxpayers relating to the proposed amended use of 2025 funds in the 2025 budget. **Following the Public Hearing, approve or disapprove the amended use of funds, and authorize the Governing Body members to sign the necessary documents on behalf of the City.**

b. PROPERTY TAX ABATEMENT – INTEPLAST GROUP-PITT PLASTICS – The City of Pittsburg advertised for a Public Hearing to be held on Tuesday, December 9, 2025, at the City Commission Meeting, commencing at 5:30 p.m. in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, to consider the request for a tax abatement submitted by Inteplast Group-Pitt Plastics (1400 East Atkinson, in Pittsburg, Kansas). **Following the Public Hearing, approve or disapprove the request and, if approved, direct staff to prepare the necessary Ordinance and authorize the Mayor to sign the appropriate documents on behalf of the City.**

CONSIDER THE FOLLOWING:

a. JOLLY FOX BREWERY, LLC – Consider the recommendation of the Economic Development Advisory Committee (EDAC) to enter into an amended promissory note with Jolly Fox Brewery, LLC, for the current outstanding amount of their loan balance, and an updated personal guaranty with Brandon Davis to secure the repayment of the amended note. **Approve or disapprove the recommendation and, if approved, authorize the Mayor to sign the necessary documents on behalf of the City.**

b. LEASE/PURCHASE AGREEMENT – 2025 PUBLIC WORKS AND UTILITIES EQUIPMENT - Consider staff's verbal recommendation to enter into a seven-year lease/purchase agreement for equipment for the City's Public Works and Utilities Department and the City’s Parks Department with the financial institution providing the best interest rate and annual payments. **Approve or disapprove the verbal recommendation and, if approved, authorize the Mayor to sign the necessary lease/purchase agreement once prepared.**

c. FIRE STATION #1 HVAC SYSTEM UPGRADES – Consider staff recommendation to enter into an agreement with Saterlee Plumbing to implement a replacement HVAC system to provide enhanced efficiency and reduced maintenance at Fire Station #1 in the amount of $206,139.00. **Approve or disapprove staff recommendation and, if approved, authorize the Mayor to sign the necessary documents on behalf of the City.**

d. HEARTLAND BUSINESS SYSTEMS AGREEMENT – Consider staff recommendation to enter into an agreement with Heartland Business Systems for the implementation of a replacement data center / disaster recovery environment / backup solution and various switching improvements in the amount of $1,139,903.65 through a lease purchase over a five-year annual cycle. **Approve or disapprove staff recommendation and, if approved, authorize the Mayor to sign the necessary documents on behalf of the City.**

e. APPOINTMENT – PLANNING COMMISSION/BOARD OF ZONING APPEALS - Consider staff recommendation to appoint one individual to a first three-year term as a member of the Planning Commission/Board of Zoning Appeals effective January 1, 2026, and concluding on December 31, 2028. **Appoint one new member to the Planning Commission/Board of Zoning Appeals.**

f. DECEMBER MEETING SCHEDULE - Discussion is needed to determine the preference of the City Commission members as to the December meeting schedule. **Take that action deemed appropriate.**

NON-AGENDA REPORTS AND REQUESTS:

EXECUTIVE SESSION:

a. EXECUTIVE SESSION - An Executive Session is necessary to discuss personnel matters of non-elected personnel pursuant to K.S.A. 75-4319(b)(1), to discuss the City Manager's 2026 goals and Letter Agreement. **Motion to recess into Executive Session for 30 minutes to discuss the City Manager's 2026 goals and Letter Agreement pursuant to the non-elected personnel exception under K.S.A. 75-4319(b)(1) with the meeting to resume in the Commission Room in 30 minutes.**

ADJOURNMENT

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
November 12, 2025

A Special Session of the Board of Commissioners was held at 5:30 p.m. on Wednesday, November 12, 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.

FLAG SALUTE - Mayor McNay led the flag salute.

INVOCATION – Pastor Daniel Reffner, on behalf of The First United Methodist Church, provided an invocation.

PITTSBURG POSITIVE - Mayor McNay recognized Family Resource Center Executive Director Ann Elliott as a Pittsburg Positive recipient.

PROCLAMATION – Mayor McNay proclaimed November 25, 2025, as Memorial Auditorium Day in Pittsburg.

PROCLAMATION – Mayor McNay announced that the Proclamation honoring Dr. Jim Triplett will be presented at a later date.

PUBLIC INPUT –

Kristi Bitner, 1508 Bitner Court, spoke regarding the discrepancies in the original 2026 Budget Book and the version that she received from the City in October. Ms. Bitner encouraged the Governing Body to reexamine the 2026 Budget document, call for an outside audit, and provide an explanation of the discrepancies to the taxpayers.

Mayor McNay congratulated Cheryl Brooks, Stu Hite and D.J. Perry on their recent City Commission election victories.

APPROVAL OF MINUTES – On motion of Hite, seconded by Brooks, the Governing Body approved the October 28, 2025, City Commission Meeting minutes as presented. Motion carried.

CEREAL MALT BEVERAGE LICENSES – On motion of Hite, seconded by Brooks, the Governing Body approved the applications submitted by the City of Pittsburg (Four Oaks Golf Course and Lincoln Park), Walmart Inc. dba Walmart #72 (2710 North Broadway), Walmart Inc. dba Walmart #5791 (1011 East Centennial), Walmart Inc. dba Walmart #5791 fuel station (1015 East Centennial), Casey's Retail Company dba Casey's #3924 (2520 South Broadway), Casey's Retail Company dba Casey's #2961 (612 South Broadway), and Casey's Retail Company dba Casey's #2893 (2912 North Broadway), Dillons Companies, LLC, dba Dillons #108 (2600 North Broadway), Bo's 1 Stop, Inc. dba Bo's 1 Stop (1116 West 4th Street), and Rhodes Grocery, Inc. dba Ron's Supermarket (310 East Centennial Drive) to sell Cereal Malt Beverages for the year 2026 and directed the City Clerk to issue the licenses. Motion carried.

APPROPRIATION ORDINANCE – On motion of Hite, seconded by Brooks, the Governing Body approved the Appropriation Ordinance for the period ending November 12, 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. Motion carried.

SPECIAL PRESENTATION – HOUSING NEEDS ASSESSMENT – Director of Housing and Community Development Kim Froman highlighted the key findings and current priorities in the Housing Needs Assessment and provided an update on active housing initiatives.

ORDINANCE NO. S-1112 – On motion of Seglie, seconded by Hite, the Governing Body approved Ordinance No. S-1112, authorizing the City of Pittsburg, Kansas, to issue its Taxable Industrial Revenue Bonds, Series 2025 (Washington School Project), in the aggregate principal amount of not to exceed $6,000,000 for the purposes of (I), purchasing, acquiring, constructing, furnishing and equipping a commercial facility, and (Ii) paying certain costs of issuance thereof; and authorizing execution of bond documents relating to issuance, payment, and purchase of the 2025 bonds, and authorized the Mayor to sign the Ordinance on behalf of the City. Motion carried.

PITTSBURG STATE UNIVERSITY OUTDOOR TRACK AND FIELD PROJECT – On motion of Seglie, seconded by Munsell, the Governing Body approved the recommendation of the Economic Development Advisory Committee (EDAC) to allocate $1 million from the Revolving Loan Fund (RLF) to support the Pittsburg State University outdoor track and field project, with the funds to be paid over a ten-year period, and authorized the Mayor to sign the necessary documents on behalf of the City. Motion carried.

STREETLIGHT IMPROVEMENT PROJECT – On motion of Hite, seconded by Seglie, the Governing Body approved staff recommendation to 1.) increase the lumens of existing street lights where possible, 2.) add additional lighting to 182 locations with existing poles nearby, and 3.) add an additional utility pole and light fixture to 140 locations, with the annual increase in the City streetlight fees to be approximately $99,900, and authorized the Mayor to sign the necessary documents on behalf of the City. Motion carried.

LIMELIGHT MARKETING, LLC – WEBSITE DEVELOPMENT – On motion of Seglie, seconded by Hite, the Governing Body approved an amendment to the Master Services Agreement with LimeLight Marketing, LLC, for the development, testing and deployment of a new city website, in the amount of $154,000, and authorized the Mayor to sign the Statement of Work on behalf of the City. Motion carried.

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

The Governing Body recessed into Executive Session at 7:09 p.m.

The Governing Body reconvened into Regular Session at 7:25 p.m.

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

ADJOURNMENT - On motion of Hite, seconded by Brooks, the Governing Body adjourned the meeting at 7:26 p.m. Motion carried.

_______________________________, Mayor

ATTEST:

____
Tammy Nagel, City Clerk

(Published in The Morning Sun on December 12, 2025)

RESOLUTION NO. 1297

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PITTSBURG, KANSAS, AMENDING RESOLUTION NO. 1290 ESTABLISHING EQUIVALENT RESIDENTIAL UNIT (ERU) RATE AND UNDEVELOPED PROPERTY RATE; AND PROVIDING AN EFFECTIVE DATE OF JANUARY 1, 2026.

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

WHEREAS, the City Manager has recommended to the City Commission pursuant to Pittsburg City Code Section 82-546 that the ERU rate as set by Resolution No. 1290, effective January 1, 2025, be increased as set forth below;

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

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

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

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

Section 2. ERU Rate Established as of January 1, 2026. The ERU Rate to be charged for Stormwater Management Utility Fees for each ERU is hereby established to be $4.45 per month as of January 1, 2026.

Rates established under this ordinance are rounded to the nearest five cents ($0.05) due to the discontinuation of penny coin production by the Federal Reserve.

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

Section 4. This Resolution shall become effective on January 1, 2026.

ADOPTED AT A REGULAR COMMISSION MEETING this 9th day of December, 2025.

____

- Mayor

ATTEST:

____

Tammy Nagel – City Clerk

(Published in The Morning Sun on December 12 , 2025)

ORDINANCE NO. G-1381

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

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

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

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

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

a. Inside the City:

(1) Minimum Service Charge for usage not in excess of 200 cubic feet per month	$23.85
(2) User Charge - per each additional 100 cubic feet per month	$3.45

b. Outside the City:

(1) Minimum Service Charge for usage not in excess of 200 cubic feet per month	$47.50
(2) User Charge - per each additional 100 cubic feet per month	$6.75

Rates established under this ordinance are rounded to the nearest five cents ($0.05) due to the discontinuation of penny coin production by the Federal Reserve.

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

d. Any non-domestic user that discharges wastewater, materials, or substances into the public sewers which possess the characteristics set forth in Section 82-40 I through 82-414 of the Pittsburg City Code, may be subject to additional charges pursuant to a special agreement between the City and said non-domestic User. Such special agreement shall be issued in the form of a permit.

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

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

Section Two. This ordinance shall take effect and be in force and apply to all sewer rates and minimum charges beginning January 1, 2026, and after having been passed and a summary published in the official City newspaper.

Passed and Approved this 9th day of December, 2025.

- Mayor

Tammy Nagel - City Clerk

(Published in The Morning Sun on December 12, 2025)

ORDINANCE NO. G-1382

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

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

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

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

a. Within the City of Pittsburg, Kansas:

(1) All water consumed not in excess of 200 cubic feet per month, minimum charge	$13.70
(2) The next 300 cubic feet per month, per 100 cubic feet	$5.70
(3) The next 1,500 cubic feet per month, per 100 cubic feet	$5.35
(4) The next 8,000 cubic feet per month, per 100 cubic feet	$5.05
(5) The nest 8,000 cubic feet per month, per l 00 cubic feet	$4.70
(6) The next 8,000 cubic feet per month, per l 00 cubic feet	$4.50
(7) The next 74,000 cubic feet per month, per l 00 cubic feet	$4.15
(8) All in excess of 100,000 cubic feet per month, per l 00 cubic feet	$3.75

b. Outside the City:

(1) All water consumed not in excess of 200 cubic feet per month, minimum charge	$27.30
(2) The next 300 cubic feet per month, per l 00 cubic feet	$10.05

(3) The next 1,500 cubic feet per month, per I 00 cubic feet $7.80

(4) The next 8,000 cubic feet per month, per 100 cubic feet $5.70

(5) The next 8,000 cubic feet per month, per 100 cubic feet $5.35

(6) The next 8,000 cubic feet per month, per I 00 cubic feet $5.05

(7) The next 74,000 cubic feet per month, per I 00 cubic feet $4.70

(8) All in excess of l 00,000 cubic feet per month,

per 100 cubic feet $4.50

Rates established under this ordinance are rounded to the nearest five cents ($0.05) due to the discontinuation of penny coin production by the Federal Reserve.

Section Two. This Ordinance shall take effect and be in force and apply to all water rates

and minimum charges beginning January 1, 2026, and after having been passed and a summary published in the official City newspaper.

Passed and Approved this 9th day of December, 2025.

\- Mayor

Tammy Nagel - City Clerk

City of Pittsburg Forward Together.

DEPARTMENT OF PUBLIC WORKS & UTILITIES

1506 North Walnut · Pittsburg KS 66762

(620) 240-5126

www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Director of Public Works & Utilities

DATE: November 21, 2025

SUBJECT: Agenda Item – December 9th 2025
Annexation Request and Ordinance G- 1383

City Staff is requesting that the governing body adopt and approve Ordinance G-1383. This ordinance allows the land located at 1920 S Olive Street (Wastewater Treatment Facility) to be incorporate into the limits and boundaries of the City of Pittsburg Kansas, in conformity with the provision of K.S.A. 12-520, et seq., as amended.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, December 9th 2025? Action necessary will be approval or disapproval of Ordinance G-1383 and, if approved, authorize the Mayor and City Clerk to sign the Ordinance on behalf of the City.

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

Attachment: Ordinance No. G-1383

(Published in The Morning Sun on ___________________, 2025)

ORDINANCE NO. G-1383

AN ORDINANCE annexing, including, and incorporating certain land within the limits and boundaries of the City of Pittsburg, Kansas, in conformity with the provisions of K.S.A. 12-520, et seq., as amended.

WHEREAS, the following described land is owned by the City of Pittsburg, Kansas;

WHEREAS, the following described land is located in Crawford County, Kansas outside the corporate boundaries of the City of Pittsburg, Kansas;

WHEREAS, the City of Pittsburg, Kansas desires to annex the following described land into the corporate boundaries of the City of Pittsburg, Kansas; and

WHEREAS, K.S.A. 12-520 (a) (2) specifically provides for the unilateral annexation of land that adjoins the city and is owned by the city.

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

Section 1: The City of Pittsburg, Kansas desires to annex the following described land into the corporate limits of the City of Pittsburg, Kansas:

Lots Numbered Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21), Twenty-two (22), Twenty-three (23), Twenty-four (24), Twenty-five (25), Thirty-four (34), Thirty-five (35), Thirty-six (36), Thirty-seven (37), Thirty-eight (38), Thirty-nine (39), Forty (40), Forty-one (41), Forty-two (42), Forty-Three (43), Forty-four (44), Forty-Five (45), all in Block Number Four (4) AND Lots Numbered Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), all in Block Number Five (5), all in College View Addition to the City of Pittsburg, Kansas, according to the recorded Plat thereof.

EXCEPT that part thereof condemned for the State Highway Purposes as evidenced by Condemnation Proceedings in the District court of Crawford County, Kansas, sitting at Pittsburg, in Case No. 19442 and described in Tract No. 76 (a), (b) and (d) thereof, as follows:

“(a) A tract of land for highway Right of Way in lots 12, 13,14,15, and 16, Block 4, College View Addition to the City of Pittsburg described as follows:

Beginning at the Northwest corner of said Lot 12; thence East along the North line of said Lot 12 to the Northeast corner thereof; thence South along the East line of said Lots to the Southeast corner of said Lot 16; Thence Northwesterly to the Place of beginning. The above contains 0.19 acre, more or less. Together with the abutter’s right of access appurtenant to the remaining property, in and to said highway hereinabove described. Also, over and across the prolongation of the North line of said Lot 12, West to the Center of the Alley and also the prolongation of the South line of said Lot 16 East to the center of Miles Street.”

“(b) Any abutter’s rights of access, appurtenant to Lot 17, Block 4, College View Addition to the City of Pittsburg, in and to said highway over and across the East line of said Lot, and also over and across the prolongation of the South line of said lot East to the center of Miles Street.”

“(d) A tract of land for highway Right of Way in Lots 41, 42, 43, 44, and 45, Block 4, College View Addition to the City of Pittsburg, described as follows:

Beginning at the Northwest corner of said Lot 45; thence East along the North line of said Lot to the Northeast corner thereof; thence South along the East line of said Lots to the Southeast corner of said lot 41; Thence Northwesterly to the Place of Beginning; the above contains 0.39 acres, more or less. Together with the abutter’s right of access appurtenant to the remaining property, in and to said highway hereinabove described over and across the prolongation of the South line of said Lot 41, East to the center of the alley and also the prolongation of the North line of said Lot 45 West to the center of Catalpa Street.

And

Beginning at the southeast corner of the S.W ¼ of the S.E ¼ of Section 31, Township 30, Range 25, thence east along the south line of said section 2925 ft. to the westerly right-of-way line of the St. Louis and San Francisco Railway; thence south 26 degrees and 53 minutes East along the westerly right-of-way line of the St. Louis and San Francisco Railway, 634 ft.; thence south 63 degrees and 57 minutes west perpendicular to the St. Louis and San Francisco Railway 75.0 ft.; thence south 26 degrees and 53 minutes, west 33.0 ft. more or less to the southwesterly low waterline of Cow Creek, thence in a northeasterly direction following the southwesterly low waterline of Cow Creek to the West line of the Southwest quarter (S.W 1/4) of the Southeast quarter (S.E 1/4) of section 31 (31), Township thirty (30), Range twenty-five (25), thence south along the west line of said southwest quarter (S.W 1/4) of the southeast quarter (S.E 1/4) sections 739 ft., more or less to the point of beginning continuing 5 02/100 acres more or less.

Section 2: The above described tracts of land are owned by the City of Pittsburg, Kansas, are hereby annexed to, made a part of, and included within the limits and boundaries of, the City of Pittsburg, Kansas, in accordance with the provisions of K.S.A. 12-520, et seq., as amended.

Section 3: This Ordinance shall take effect and be in force from the date of its final passage and its publication in the official City newspaper.

APPROVED AND PASSED by the Governing Body of Pittsburg, Kansas, this 9th day of December, 2025.

____
Mayor –

ATTEST:

____
City Clerk – Tammy Nagel

City of Pittsburg
Forward Together.

ADMINISTRATION

201 West 4th Street · Pittsburg KS 66762

(620) 231-4100

www.pittks.org

TO: Daron Hall, City Manager

FROM: Jay Byers, Deputy City Manager

SUBJECT: Amendment to the Airport Advisory Board Ordinance

The Airport Advisory Board is an active volunteer board providing important feedback and recommendations to the City Commission and City staff regarding operations and improvements to Atkinson Airport. The membership of the board consists of pilots and others who have a direct interest in and experience with the airport and its staff.

There is a relatively small pool of individuals who qualify for and are willing to serve on this board, and this makes it difficult to maintain adequate board membership. To ensure we are able to maintain a good representation on the board, we would like to remove the term limitation related to board membership.

Please place an ordinance for consideration on the City Commission meeting agenda for December 9, 2025 that amends the membership terms for the Airport Advisory Board.

(Published in The Morning Sun _______________ ____, 2025)

ORDINANCE NO. G-1384

AN ORDINANCE amending Section 2-109 of the Pittsburg City Code by removing the prohibition on members from serving more than two consecutive terms.

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

<u>Section 1.</u> Section 2-109 of the Pittsburg City Code is amended to read as follows:

Sec. 2-109. Membership: Terms.

MEMBERSHIP TERMS. That said Board shall consist of seven members, five of whom shall be users of the airport and two of whom shall be non-users; all of whom shall serve without pay. The two non-user members shall be residents of the City of Pittsburg, Kansas. Said members shall be appointed by the Governing Body and their terms shall be for three years. Board members may serve multiple terms.

<u>Section 2</u>. This Ordinance shall take effect upon its passage and publication of its summary in the official city newspaper.

PASSED AND APPROVED this _____ day of ______________, 2025.

____
Mayor –

ATTEST:

____
Tammy Nagel - City Clerk

City of Pittsburg
Forward Together.

HUMAN RESOURCES
201 West 4th Street · Pittsburg KS 66762
(620) 231-4100
www.pittks.org

To: Daron Hall, City Manager

From: Kim Vogel, Director of Human Resources

CC: Tammy Nagel, City Clerk

Date: December 3, 2025

Re: Agenda Item – December 9, 2025 City Commission Meeting
2026 Proposed Salary Ordinance No. S-1113

City staff is recommending the amendment of Ordinance No. S-1103 with the adoption of Ordinance No. S-1113. Attached is the Proposed 2026 Salary Ordinance with the following amendments:

- Minimum, Midpoint and Maximum salary ranges in all grades are adjusted for the 3% cost of living and merit-based adjustments.
- All annual stipend positions have been adjusted 3% Cost of Living Adjustment.
- Rates established under this ordinance are rounded up to the nearest five cents ($0.05) due to the discontinuation of penny coin production by the federal Reserve.

In this regard would you place an item on the agenda for the City Commission meeting scheduled for Tuesday, December 9, 2025. Action necessary will be the approval of the Salary Ordinance No. S-1113.

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

Published in the Morning Sun on ____________, 2025

ORDINANCE NO. S-1113

AN ORDINANCE AMENDING ORDINANCE NO. S-1103 FIXING THE SALARY AND COMPENSATION OF THE OFFICERS AND EMPLOYEES OF THE CITY OF PITTSBURG, KANSAS.

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

Section 1. Salary and Compensation of Officers and Employees. Officers and employees of the City of Pittsburg, Kansas, shall receive salary and hourly wages, payable in bi-weekly installments, not to exceed the amount set opposite the respective classification of the officer or employee.

Section 2. City Commission. City Commissioners shall receive wages, payable in bi-weekly installments, not to exceed the amount set opposite the classification below. Additionally, each Commissioner shall be entitled to receive and be reimbursed for any reasonable expenses incurred as the result of trips outside of the City to any City business or expenses incurred by such Commissioners in the performance of any official act for or on behalf of the City.

CLASSIFICATION	ANNUAL STIPEND
City Commissioner	$3,000

Section 3. City Manager's Authority. The City Manager is hereby empowered to employ qualified people to fill any department head position at an annual salary at no more than the maximum amount allowed herein, and to employ qualified people to fill any position other than department head on an annual salary or hourly wage at no more than the maximum amount allowed herein. Employees' salaries and wages may be increased by the City Manager at reasonable intervals until the maximum amount is reached and as may be allowed and paid from time to time. The City Manager is further empowered to allow salary incentive payments in addition to the base salary amounts contained herein, as authorized by the City Commission, for such items as Fire Department First Responder and EMT certificates, Public Works licenses and operator certificates, and Police education and special assignment duties, provided that such incentive payments do not increase employee pay more than 5% above the maximum amounts shown herein.

Section 4. Legal Officers. The following legal officers shall receive an annual stipend as herein enumerated:

CLASSIFICATION	ANNUAL STIPEND
City Attorney	$73,424
Legal Advisor/ Municipal Court Prosecutor	$56,472
Municipal Court Judge	$39,416

Section 5. Pay Grade Structure. Amounts listed below are for all employees regardless of non-exempt or exempt status. Non-Exempt employees are paid on an hourly basis. Overtime, based on 1.5 times the appropriate hourly rate, is paid for all hours in excess of 40 hours worked in a 7-day work cycle. Exempt employees are employees who are paid on a salary rate basis. Exempt employees are not eligible for overtime compensation.

GENERAL				
Grade	**Titles**	**Min**	**Mid**	**Max**
1 Part Time/ Seasonal	Cashier/Concessions Worker	$10.25	$12.50	$14.80
	Clubhouse Worker			
	Event Worker			
	Intern			
	Lifeguard			
	Recreation Worker			
2 Part Time/ Seasonal	Aquatic Center Maintenance Manager	$12.50	$15.95	$19.35
	Aquatic Center Manager			
	Aquatic Center Program Manager			
	Concession Manager			
	Farmer's Market Manager			
	Instructor			
	Lead Event Worker			
	Parks Maintenance Worker			
	Recreation Leader			
	Utilities Maintenance Worker			
3	Building Maintenance Worker	$29,952	$35,880	$41,808
	Custodian			
	Mechanic Apprentice			
	Parks Heavy Equipment Operator Apprentice			
	Streets Heavy Equipment Operator Apprentice			
	Utilities Heavy Equipment Operator Apprentice			
	Water Treatment Plant Operator Apprentice			

4	Accounting Clerk	$31,824	$39,832	$47,736
	Administrative Assistant I			
	Airport Attendant I			
	Animal Control Technician			
	Cemetery Caretaker			
	Communications Technician I			
	Customer Service Representative I			
	Event Manager			
	Facility Maintenance Technician			
	Housing Specialist I			
	Mechanic I			
	Municipal Court Clerk			
	Parks Heavy Equipment Operator I			
	Police Records Clerk			
	Prosecution Clerk			
	Stormwater Collection Operator I			
	Sanitation Worker I			
	Streets Heavy Equipment Operator I			
	Traffic & Communications Technician			
	Wastewater Collection System Operator I			
	Wastewater Treatment Plant Operator I			
	Water Distribution Operator I			
	Water Service Representative I			
	Water Treatment Plant Operator I			
5	Animal Control Officer	$35,360	$44,200	$53,040
	Assistant Technical Director			
	Codes Enforcement Inspector			
	Communications Technician II			
	Customer Service Representative II			
	Evidence Technician			
	Facility Maintenance Technician II			
	Homeless Services Coordinator (ESG)			
	Housing Specialist II			
	Information Technology Specialist			
	Multimedia Production Specialist			
	Parks Facilities Coordinator			
	Parks Heavy Equipment Operator II			
	Parks Security Officer			
	Section 8 HQS Compliance Inspector			
	Staff Accountant I			
	Stormwater Collection Operator II			
	Sanitation Worker II			
	Street Sweeper Operator			
	Streets Heavy Equipment Operator II			
	Utility Location Specialist			
	Wastewater Collection Operator II			
	Water Distribution Operator II			
	Water Treatment Plant Operator II			

6	Administrative Assistant II Clubhouse Manager Codes Enforcement Supervisor Communications Technician III Customer Service Representative III Deputy City Clerk Engineering Technician Facility Maintenance Supervisor Family Response Advocate GIS Specialist Housing Specialist III Information Technology Specialist II Mechanic II Parks Maintenance/Vegetation Coordinator Permit Technician Project Coordinator Staff Accountant II Stormwater Collection Supervisor Streets Supervisor Wastewater Collection Supervisor Water Distribution Supervisor Water Treatment Plant Maintenance Technician Water Treatment Plant Lead Operator Wastewater Plant Maintenance Technician Wastewater Treatment Plant Supervisor	$39,936	$49,920	$59,904
7	Assistant Golf Course Superintendent Building Inspector Community Development Specialist Communications Supervisor Crime Analyst Investigative Analyst Municipal Court Administrator Neighborhood Redevelopment Manager Payroll/Purchasing Manager Records Administrator Recreation Manager - Athletics Recreation Manager - Operations System Administrator I Technical Director Technical Security Specialist Wastewater Treatment Plant Quality Controller	$45,136	$56,368	$67,704

8	Customer Service Manager Engineering Supervisor Housing Program Manager Human Resources Manager Public Information Manager Senior Building Inspector Special Projects Engineer System Administrator II Water Treatment Plant Assistant Superintendent	$51,896	$64,896	$77,792
9	Accounting Manager Airport Manager Assistant Director of Human Resources Assistant Director of Property and Sanitation Controller Fleet Manager/Asset Management Support Golf Course Superintendent Memorial Auditorium Manager Parks Maintenance Superintendent Recreation Superintendent Stormwater Collections Superintendent Street Superintendent Technical Facilities Manager Wastewater Collections Superintendent Wastewater Treatment Plant Superintendent Water Distribution Superintendent Water Treatment Plant Superintendent	$59,488	$74,568	$89,544
10	Assistant Public Utilities Director Building Official City Clerk Deputy Chief of Police Deputy Finance Director Deputy Fire Chief/Fire Marshal/Safety Coordinator Information Technology Manager	$74,568	$96,928	$119,288
11	Director of Community Development & Housing Director of Finance & Budget Director of Human Resources Director of Information Technology Director of Parks & Recreation Director of Property and Sanitation Director of Public Works & Utilities Fire Chief Police Chief	$89,544	$116,376	$143,208
12	Deputy City Manager	$102,856	$133,744	$164,632
13	City Manager	$133,744	$173,888	$214,032

Section 6. Hourly Wages for Full Time Firefighters: Grades F1-F5 listed below are for non-exempt firefighters who are paid on an hourly rate basis. Overtime, based on 1.5 times the appropriate hourly rate, is paid for all hours in excess of 106 hours in a 14-day work cycle, based upon 2,912 hours worked in a year. Grade F6 is exempt and not eligible for overtime compensation.

FIRE				
	Titles	**Min**	**Mid**	**Max**
F1	Firefighter I	$13.00	$15.60	$18.20
F2	Firefighter II	$14.90	$17.90	$20.90
F3	Master Firefighter	$15.85	$18.80	$22.15
F4	Fire Lieutenant	$17.75	$21.25	$24.80
F5	Fire Captain	$19.90	$23.80	$27.80
F6	Battalion Fire Chief	$68,224	$81,848	$95,576

Section 7. Hourly Wages for Full Time Police Officers. Grades P1-P4 listed below are for non-exempt police officers who are paid on an hourly rate basis. Overtime, based on 1.5 times the appropriate hourly rate, is paid for all hours in excess of 40 hours in a 7-day work cycle. Grade P5 is exempt and not eligible for overtime compensation.

POLICE				
Grade	**Titles**	**Min**	**Mid**	**Max**
P1	Patrol Officer Recruit	$21.40	$22.25	$23.10
	Patrol Officer I	$23.10	$25.35	$27.55
	Patrol Officer II	$24.85	$28.50	$32.05
P2	Police Officer III Detective I Evidence Technician	$26.15	$29.90	$33.65
P3	Master Patrol Officer Detective II Police Corporal Evidence Control Specialist	$27.50	$32.25	$37.00
P4	Detective III Police Sergeant	$28.85	$35.70	$42.32
P5	Lieutenant	$65,416	$83,616	$101,816

Section 8. Additional Employees. The City Manager, may, when necessary, employ additional personnel who shall receive for their services an amount based on the rate being paid for similar work as herein provided, the rate of pay for such work to be determined by the City Manager.

Section 9. Repealed. That Ordinance No. S-1103 of the City of Pittsburg, Kansas, and all other Ordinances, or parts of Ordinances, in conflict herewith be, and the same are, hereby repealed.

Section 10. Effective Date. This Ordinance shall take effect after its passage and publication in the official City paper with any changes being reflected on the January 30, 2026 pay date.

Passed on this 9th day of December 2025

____
,Mayor

ATTEST

____
Tammy Nagel, City Clerk

ADMINISTRATION

201 West 4th Street · Pittsburg KS 66762

(620) 231-4100

www.pittks.org

TO: Daron Hall, City Manager

CC: Tammy Nagel, City Clerk

FROM: Jay Byers, Deputy City Manager

SUBJECT: Airport Runway Rehabilitation

The City has been approved by the FAA to move forward with surface treatment and crack repair of runway 17/35 including the partial parallel taxiway loop. This will include replacing permanent pavement markings.

The first step of the process is to complete the design and bid phases so that a total amount of the rehabilitation cost can be determined. The design and bid phases of the project will cost $85,900 and will be funded by the FAA 95%, making the City's share of the design and bid phases an estimated $4,500.

Please place on the City Commission agenda for the 12/9/25 meeting an item to approve the contract with our aviation consultant, Olsson for the design and bid phases of the runway 17/35 rehabilitation project.

CONSULTANT AGREEMENT

Airport Improvement Program (AIP) Project Nos. 3-20-0069-027/028-2026
Olsson Project No. 025-02515

ATKINSON MUNICIPAL AIRPORT / PITTSBURG, KANSAS

<u>Project Description (the "Project")</u>
Surface Treatment & Crack Repair of Runway 17/35 and Partial Parallel Taxiway Loop
Replace Permanent Pavement Markings

THIS AGREEMENT is made and entered into by and between the consulting firm of Olsson, Inc. of Joplin, Missouri hereinafter called "Olsson" and the City of Pittsburg, Kansas, hereinafter called the "Sponsor" or "Client".

For and in consideration of the mutual agreements hereinafter contained, the parties hereto agree as follows:

SECTION 1: GENERAL

The Sponsor agrees to engage Olsson to provide the services described in Sections 2 through 5 (Olsson's "Scope of Services") for the Project.

Brian Coomes, P.E. will represent Olsson as Project Manager in the performance of this Agreement. No one else will be assigned to act in this capacity without the Sponsor's prior written approval. The Project Manager shall be responsible for coordinating all activities necessary to complete the Project.

Olsson will provide equipment and personnel necessary to complete the Scope of Services, except as otherwise provided. Olsson shall be responsible for the quality, accuracy and coordination of the design, drawings, reports, surveys, and other items furnished by Olsson as part of this Agreement.

Olsson agrees to provide its Scope of Services in a timely, competent, and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope. This Agreement creates no other representation, warranty, or guarantee, express or implied.

Sponsor warrants that it has the authority to authorize Olsson to enter onto the Project property and any adjacent property as necessary for Olsson to perform its Scope of Services.

1027 S. Main Street / Suite 503 / Joplin, MO 64801
O 417.781.0643 / **F** 417.781.4714 / **olsson.com**

SECTION 2: DESIGN PHASE

a. Project management and coordination. Coordinate with the Sponsor and FAA to provide information on developments and decisions that are made concerning the project. Assist with preliminary project formulation and refinement of project scope. Prepare scope of services, including a detailed breakdown of tasks and costs.

b. Conduct a project kickoff meeting via teleconference with the Sponsor and FAA in accordance with AIP Sponsor Guide No. 910 *Predesign Conference*. Olsson shall prepare a summary of the meeting that highlights critical project issues.

c. Finalize design criteria in accordance with FAA Advisory Circulars. Submit preliminary crack repair details and a brief explanation of the details. Coordinate with FAA to ensure acceptance.

d. 6 Pavement cores will be obtained in the vicinity of the more severe cracks on the runway. The cores will be utilized for visual evaluation of the existing pavement condition and thickness. Geotechnical Investigation shall not be required as part of this project and is excluded from the scope of services.

e. Conduct field assessment of the existing site ("Field Assessment"). One lead engineer and one assistant engineer shall conduct the on-site investigation. Take photographs of the project area and any typical distresses observed. Such Field Assessment is limited to visual observation of the site as it exists at the time of the observation. Field Assessment does not constitute exhaustive investigation and does not constitute any warranty or guarantee of any type that the site is suitable for the Project. Olsson is not responsible for identifying any concealed or latent defects that may be present at the site. Sponsor shall furnish the best obtainable information of which it is aware or could reasonably be aware of, as to surface and subsurface conditions through the exercise of reasonable diligence.

f. Topographic survey is not required and shall not be performed as part of this project.

g. Surface Treatment Design:
   (1) Research pavement history
   (2) Develop 2 pavement design alternatives (Crack Repair & Surface Treatment)
   (3) Prepare cost analyses for each pavement design

h. Verify runway designation in relation to the magnetic bearing. Results will be provided within the design report.

i. Develop preliminary Construction Safety & Phasing Plan (CSPP)

j. Present the preliminary results and recommendations at a meeting at the Sponsor's location and via teleconference with the FAA. Incorporate applicable comments into the final plans, specifications, and design report.

k. Prepare documents to comply with FAA Office of Civil Rights requirements
   (1) Disadvantaged Business Enterprise (DBE) program and goals – *Not Required as DBE goal shall be 0%.*
   (2) Title IV Plan or Community Participation Plan – *Not Required / Not Included*

l. Prepare detailed plans, specifications, contract documents, Construction Safety & Phasing Plan (CSPP) and engineer's design report. Olsson shall use FAA Advisory Circular (AC) 150/5370-10, *Standards for Specifying Construction of Airports* and shall follow the AIP Sponsor Guides listed below (current as of the date that Olsson executed the Agreement).
   (1) Guide No. 920 – Engineering Report
   (2) Guide No. 930 – Plans and Specifications
   (3) Guide No. 940 – Regional Approved Modifications to AC 150/5370-10
   (4) Guide No. 950 – Sponsor Modifications of FAA Standards
   (5) Guide No. 960 – Operation Safety on Airports

m. Prepare and submit electronically FAA Forms 7460-1 for Airspace Reviews of the Construction Safety & Phasing Plan (CSPP) staging/storage area boundaries, haul/access routes and construction limit boundaries for each phase. Submittals will include detailed exhibits.

n. Perform Quality Control review of the above documents by a senior airport engineer, prior to submittal to Sponsor and FAA.

o. Submit plans, specifications, contract documents and engineer's design report for review within <u>120 days</u> of the date that the Sponsor executed this Agreement. Provide copies as listed in the table below.

90 PERCENT SUBMITTAL			
	Contract Documents & Specifications	**Engineer's Design Report**	**Plans**
Sponsor	1 Printed Copy & Electronic	1 Printed Copy & Electronic	1 Half-Size Set & Electronic
FAA	Electronic	Electronic	Electronic

p. Prepare all Sponsor Certifications for Sponsor's signature.

q. Conduct a plan-in-hand review meeting on-site with the Sponsor.

r. Revise and submit plans, specifications, contract documents and engineer's design report within 14 days of receipt of comments from the Sponsor and FAA. Provide a written response to each comment. Provide copies as listed in the table below.

FINAL SUBMITTAL				
	Contract Documents & Specifications	**Engineer's Design Report**	**Plans**	**Response to Comments**
Sponsor	1 Printed Copy & Electronic	1 Printed Copy & Electronic	1 Half-Size Set & Electronic	Electronic
FAA	Electronic	Electronic	Electronic	Electronic

Olsson will affix the seal of a registered Professional Engineer licensed to practice in the State of Kansas to the construction plans and specification/contract bound volume. The original documents, such as tracings, plans, specifications, maps, basic survey notes and sketches, charts, computations, and other data prepared or obtained under the terms of this Agreement are instruments of service and shall remain Olsson's property. Reproducible copies of drawings and copies of other pertinent data will be made available to the sponsor upon request. Copies of disks containing all drawings will be furnished to the sponsor for their use. Olsson will provide, without cost to the Sponsor and approving agencies, the necessary number of copies for review and approval.

SECTION 3: BIDDING PHASE

Upon receipt of the FAA’s and Sponsor’s authorization, Olsson will provide the following services to assist the Sponsor in advertising and securing bids.

a. Provide sufficient copies of the approved plans and specifications to the Sponsor, plan rooms and www.QuestCDN.com for advertising and bidding. Copies of the documents will be furnished to prospective bidders at a cost fixed by Olsson. Olsson shall perform in accordance with AIP Sponsor Guide No. 1010 *Bidding*.

b. Mail and/or email Notices to potential bidders and plan rooms. Contact contractors as needed to promote general interest in the project. Maintain a plan holders list.

c. A pre-bid conference is not included in this scope of work.

d. Answer questions raised during the bidding process.

e. Issue addenda as required.

f. Attend the bid opening at the Sponsor’s location.

g. Tabulate and analyze bid results.

h. Review bidders’ qualifications. Evaluate bidders’ compliance with Buy American Certification and DBE participation requirements.

i. Furnish a written recommendation to the Sponsor regarding the award of the construction contract. The recommendation will include:

   1. Bid date
   2. Summarized bid table
   3. Evaluation of unit price extensions and total base bid, including an error check
   4. Addendums and acknowledgements
   5. Additional insured cost if any
   6. DBE utilization, DBE letter of intent, DBE goal, and good faith effort (GFE) (if any) review for compliance with Sponsor’s DBE program requirements
   7. Buy American compliance
   8. Confirmation of bidder’s signature on proposal form
   9. Bid guarantee
   10. Pre-qualification requirements
   11. Pre-bid meeting (if any)

12. Review of qualifications
13. Debarment list verification
14. Recommendation to award

j. Conduct one meeting to present bids to the Sponsor.

k. Assist the Sponsor with the submission of documents necessary to obtain construction contract approval in accordance with AIP Sponsor Guide No. 1020 *Contract Award*.

l. Prepare AIP Project Application forms

m. After FAA's and Sponsor's approvals, prepare all executed contract documents necessary for the project including bonds, insurance, contracts, drawings, etc. Bind the contract documents with the specifications and provide one bound set each to Sponsor and Contractor. Provide an electronic copy of the construction contract to the FAA and Sponsor.

This phase will be considered complete when the executed construction contracts have been approved by the Sponsor and FAA. Readvertising, if necessary, will be negotiated under an amendment to this Agreement.

To Be Added by Amendment at a Later Date, If Needed
SECTION 4: CONSTRUCTION PHASE – NOT INCLUDED
SECTION 5: CLOSE OUT – NOT INCLUDED

SECTION 6: FEES AND CHARGES

The Sponsor shall pay Olsson for the services described in this Agreement as follows:

Section 2: Design Phase. Payment for the items included in Section 2, Design Phase, shall be the lump sum of $77,300.00 shown on Exhibit A, attached and made a part hereto. Payment shall be due monthly based on the percentage of work completed.

Section 3: Bidding Phase. Payment for the items included in Section 3, Bidding Phase shall be the lump sum of $8,600.00 shown on Exhibit B attached and made a part hereto. Payment shall be due monthly based on the percentage of work completed.

Adjustments to Fees and Charges. If additional services are requested by the Sponsor during the course of this Agreement, an amendment will be negotiated to cover the added scope, fees, and charges. If circumstances beyond the control of Olsson require more than 18 months from the date that Olsson executed the Agreement to complete the work specified herein, an amendment to this Agreement will be negotiated to cover the increase in Olsson's standard rates for services yet to be provided. All amendments are subject to the same approvals as this Agreement.

CERTIFICATION FOR PROJECT PLANS AND SPECIFICATIONS. Olsson certifies that:

1. The plans and specifications will be developed in accordance with all applicable Federal standards and requirements and there will be no deviation from or modification to standards set forth in the advisory circulars without prior FAA approval;

2. The specifications for equipment will not be proprietary or written so as to restrict competition;

3. The development included in the plans is depicted on an airport layout plan approved by FAA;

4. Development which is ineligible for AIP funding will be omitted from the plans and specifications or will be depicted in a separate section;

5. Process control and acceptance tests required for the project by standards contained in Advisory Circular 150/5370-10 will be included in the project specifications;

6. A value engineering clause will not be incorporated into the contract without FAA concurrence;

7. The plans and specifications will incorporate applicable requirements and recommendations set forth in the Federally approved environmental finding;

8. For construction activities within or near aircraft operational areas, the requirements contained in the latest (as of bid date) Advisory Circular 150/5370-2 will be discussed with FAA and incorporated into the specifications and a safety or phasing plan will be prepared with FAA's concurrence.

APPROVALS. It is understood and agreed that this Agreement and any amendments are subject to approval by FAA before any state or federal funds are obligated.

FEDERAL AND OLSSON'S GENERAL PROVISIONS. The Sponsor and Olsson acknowledge that they have reviewed the Federal Contract Provisions Attachment, Olsson's General Provisions and any Exhibits attached hereto, which are expressly made a part of and incorporated into this Agreement by this reference. In the event of a conflict or inconsistency between this Agreement and the General Provisions regarding the services to be performed by Olsson, the requirements of the General Provisions shall take precedence.

EQUAL OPPORTUNITY EMPLOYER. Olsson and Sub-Consultant shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.

IN TESTIMONY WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, with copies to be filed with the Federal Aviation Administration.

OLSSON, INC.
1027 S. Main Street, Suite 503
Joplin, MO 64801

Brian Coomes ______________________ Diane Hofer ______________________

Executed by Olsson on this 2 day of December, 2025.

By signing below, you acknowledge that you have full authority to bind the Sponsor to the terms of the Agreement. If you accept the terms set forth herein, please sign.

CITY OF PITTSBURG, KANSAS
201 W. 4th Street
Pittsburg, KS 66762

______________________ ______________________
ATTEST

____
Title

Executed by the Sponsor on this _______ day of ________________, 2025.

EXHIBIT A
DESIGN PHASE
Atkinson Municipal Airport (PTS) 3-20-0069-027/028-2026

1. Direct Salary Costs

Title	Total Hours	Direct Salary Rate/Hour	Total Costs ($)
Principal / Team Leader	4.0	$92.30	$369.20
Senior Engineer	35.0	$76.50	$2,677.50
Project Engineer	47.0	$65.10	$3,059.70
Design Manager	30.0	$55.30	$1,659.00
Associate Engineer	98.0	$45.40	$4,449.20
Assistant Engineer	130.0	$41.00	$5,330.00
Registered Surveyor	0.0	$71.50	$0.00
Senior Technician	40.0	$36.50	$1,460.00
Associate Technician	84.0	$33.50	$2,814.00
Clerical	42.0	$33.75	$1,417.50
		Total Direct Salary Costs:	$23,236.10

2. Labor and General & Administrative Overhead

Percentage of Direct Salary Costs**	174.39%	$40,521.43

3. Fixed Fee: 15% of Items 1 & 2 — $9,563.63

4. Direct Nonsalary Expenses

Travel	550	Miles @	$0.700	$385.00	
Meals	6	Days @	$68.00	$408.00	
Motel	-	Days @	$110.00	$0.00	
Copies, Prints, Shipping				$968.00	
Drilling Expenses (Coring Existing Pavement)				$2,200.00	
				Total Expenses:	$3,961.00

5. Subtotal of Items 1 - 4 — $77,282.17

6. Subcontract costs — $0.00

7. Lump Sum Amount - Total Items 5 & 6 — $77,282.17

Rounded: $77,300.00

** For Item 2, the consultant should submit a statement of auditable overhead expenses, certified by the consultant's auditor, the sponsor's auditor, the state's auditor, or a Federal government auditor.

EXHIBIT B
BIDDING PHASE
Atkinson Municipal Airport (PTS) 3-20-0069-027/028-2026

1. Direct Salary Costs

Title	Hours	Direct Salary Rate/Hour	Total Costs ($)
Principal / Team Leader	0.0	$95.99	$0.00
Senior Engineer	6.0	$79.56	$477.36
Project Engineer	9.0	$67.70	$609.34
Design Manager	0.0	$57.51	$0.00
Associate Engineer	15.0	$47.22	$708.24
Assistant Engineer	0.0	$42.64	$0.00
Registered Surveyor	0.0	$74.36	$0.00
Senior Technician	0.0	$37.96	$0.00
Associate Technician	0.0	$34.84	$0.00
Clerical	20.0	$35.10	$702.00
		Total Direct Salary Costs:	$2,496.94

2. Labor and General & Administrative Overhead

Percentage of Direct Salary Costs*	174.39%	$4,354.41

3. Fixed Fee: 15% of Item 1 & 2 — $1,027.70

4. Direct Nonsalary Expenses

Travel	70	Miles @	$0.700	$49.00	
Meals	-	Days @	$68.00	$0.00	
Motel	-	Days @	$110.00	$0.00	
Copies, Prints, Shipping				$700.80	
			Total Expenses:		$749.80

5.	Subtotal of Items 1 - 4	$8,628.84
6.	Subcontract costs	$0.00
7.	Lump Sum Amount - Total Items 5 & 6	$8,628.84
	Rounded:	$8,600.00

* For Item 2, the consultant should submit a statement of auditable overhead expenses, certified by the consultant's auditor, the sponsor's auditor, the state's auditor, or a Federal government auditor.

FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

ALL REFERENCES MADE HEREIN TO "CONTRACTOR", "PRIME CONTRACTOR", "BIDDER", "OFFEROR", AND "APPLICANT" SHALL PERTAIN TO THE ARCHITECT/ENGINEER (A/E).

ALL REFERENCES MADE HEREIN TO "SUBCONTRACTOR", "SUB-TIER CONTRACTOR" OR "LOWER TIER CONTRACTOR" SHALL PERTAIN TO ANY SUBCONSULTANT UNDER CONTRACT WITH THE A/E.

ALL REFERENCES MADE HEREIN TO "SPONSOR" AND "OWNER" SHALL PERTAIN TO THE STATE, CITY, AIRPORT AUTHORITY OR OTHER PUBLIC ENTITY EXECUTING CONTRACTS WITH THE A/E.

PROVISIONS APPLICABLE TO ALL CONTRACTS

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $10,000

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $25,000

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $100,000

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $150,000

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $250,000

PROVISIONS APPLICABLE TO ALL CONTRACTS

ACCESS TO RECORDS AND REPORTS

Reference: 2 CFR § 200.334
2 CFR § 200.337
FAA Order 5100.38

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

CIVIL RIGHTS – GENERAL

Reference: 49 USC § 47123

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

CIVIL RIGHTS – TITLE VI ASSURANCES

Reference: 49 USC § 47123
FAA Order 1400.11

Title VI Solicitation Notice

The Sponsor, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq*.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 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 of 1990 (42 USC § 12101, et seq) (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) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 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 Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (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. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

Nondiscrimination Requirements / Title VI Clauses for Compliance

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, 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, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability 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 Nondiscrimination Acts and Authorities, 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 Subcontracts, including Procurements of Materials 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 or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities 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 Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities 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 Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration 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 paragraphs one through six 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 Sponsor or the Federal Aviation Administration 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 Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Reference: 2 CFR § 200, Appendix II(K)
2 CFR § 200.216

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Reference: 29 USC § 201, et seq
2 CFR § 200.430

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Reference: 20 CFR Part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

RIGHT TO INVENTIONS

Reference: 2 CFR Part 200, Appendix II(F)
37 CFR Part 401

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

SEISMIC SAFETY

Reference: 49 CFR Part 41

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

TAX DELINQUENCY AND FELONY CONVICTIONS

Reference: Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions in subsequent appropriations acts
DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

The Contractor certifies:

1) It is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
2) It is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months. A felony conviction is a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

The Contractor agrees to incorporate the above certification in all lower tier subcontracts.

TRADE RESTRICTION CERTIFICATION

Reference: 49 USC § 50104
49 CFR Part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

Reference: 49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $10,000

DISTRACTED DRIVING

Reference: Executive Order 13513
DOT Order 3902.10

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Reference: 2 CFR Part 200, Appendix II(C)
41 CFR § 60-1.4
41 CFR § 60-4.3
Executive Order 11246

Equal Opportunity Clause

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in

response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance*: Provided,* however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

PROHIBITION OF SEGREGATED FACILITIES

Reference: 2 CFR Part 200, Appendix II(C)
41 CFR Part 60-1

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

TERMINATION OF CONTRACT

Reference: 2 CFR Part 200, Appendix II(B)
FAA Advisory Circular 150/5370-10, Section 80-09

Termination for Convenience (Professional Services)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination for Cause (Professional Services)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party seven (7) days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner:** The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:

   1. Perform the services within the time specified in this contract or by Owner approved extension;
   2. Make adequate progress so as to endanger satisfactory performance of the Project; or
   3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant:** The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the project for more than one hundred eighty (180) days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $25,000

DEBARMENT AND SUSPENSION

Reference: 2 CFR Part 180 (Subpart B)
2 CFR Part 200, Appendix II(H)
2 CFR Part 1200
DOT Order 4200.5
Executive Orders 12549 and 12689

Certification of Offeror/Bidder Regarding Debarment

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

Certification of Lower Tier Contractors Regarding Debarment

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $100,000

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Reference: 2 CFR Part 200, Appendix II(E)
2 CFR § 5.5(b)
40 USC § 3702
40 USC § 3704

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

Reference: 31 USC § 1352 – Byrd Anti-Lobbying Amendment
2 CFR Part 200, Appendix II(I)
49 CFR Part 20, Appendix A

Certification Regarding Lobbying

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $150,000

CLEAN AIR AND WATER POLLUTION CONTROL

References: 2 CFR Part 200, Appendix II(G)
42 USC § 7401, et seq
33 USC § 1251, et seq

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

The Contractor must include this requirement in all subcontracts that exceed $150,000.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $250,000

BREACH OF CONTRACT TERMS

Reference: 2 CFR § 200 Appendix II(A)

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

DISADVANTAGED BUSINESS ENTERPRISE

Reference: 49 CFR Part 26

Solicitation Language (Solicitations that include a Contract Goal)

*Bid Information Submitted as a matter of **responsiveness**:*

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;

2) A description of the work that each DBE firm will perform;

3) The dollar amount of the participation of each DBE firm listed under (1);

4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;

5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and

6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

*Bid Information submitted as a matter of bidder **responsibility**:*

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein within five days after bid opening.

1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;

2) A description of the work that each DBE firm will perform;

3) The dollar amount of the participation of each DBE firm listed under (1);

4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;

5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and

6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Solicitation Language (Race/Gender Neutral Means)

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

Prime Contracts (Contracts Covered by a DBE Program)

Contract Assurance (49 CFR § 26.13)

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;
2) Assessing sanctions;
3) Liquidated damages; and/or
4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from Owner. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f))

The prime contractor must not terminate a DBE subcontractor listed in response to the above *Solicitation Language (Solicitations that include a Contract Goal)* section (or an approved substitute DBE firm) without prior written consent of Owner. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the Owner. Unless the Owner's consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The Owner may provide such written consent only if the Owner agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to the Owner its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the Owner, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise the Owner and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Owner should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the Owner may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

This Page Intentionally Left Blank

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated December 2, 2025, between City of Pittsburg, Kansas, ("Client") and Olsson, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.4.7 All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible and liable for all sales, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, county or local governmental authority on any amounts payable by Client under this Agreement, other than any taxes imposed on Olsson's income. In the event any governmental authority assesses Olsson for taxes, duties, or charges of any kind in connection with Scope of Services provided by Olsson to Client, Olsson shall be entitled to submit an invoice to Client, its successors or assigns, for the amount of said assessment and related interest and penalties. Client shall pay such invoice in accordance with Olsson's standard payment terms.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project, shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs, or procedures. Client, itself or through its separate contractor(s), shall be responsible for jobsite safety. Notwithstanding the foregoing, Olsson shall be responsible for the safety of Olsson's own employees.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.8.4 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

SECTION 4—MEANING OF TERMS

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Opinion of Probable Cost": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 “Inspect” or “Inspection”: If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor’s completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor’s safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 “Record Documents”: Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson’s services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a “for cause” termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson’s final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a “for cause” termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client’s convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson’s Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson’s actual costs (including overhead) incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Omitted

6.3 Omitted

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Opinion of Probable Cost

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Opinion of Probable Cost provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Opinion of Probable Cost. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Opinion of Probable Cost was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Opinion of Probable Cost was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Opinion of Probable Cost, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Opinion of Probable Cost.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with and limited to that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Equal Employment Opportunity

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin or any other protected characteristic under applicable law. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status or any other protected characteristic under applicable law. Olsson and any sub-consultant or subcontractor certify that they do not operate any programs that promote DEI in a way that violates applicable federal anti-discrimination laws.

7.9 Omitted

7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

7.11 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Kansas. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Kansas.

7.12 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.13 Assignment

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.13.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.13.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.14 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.15 Limitation on Damages

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

7.16 Entire Agreement/Severability

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson. If any part of this Agreement is found to conflict with applicable law, such part alone shall be null and void and considered stricken, but the remainder of this Agreement shall be given full force and effect.

General Provisions Updated: 12/2/2025

MIND WHAT MATTERS

June 25, 2025

Attn: Mr. Mike Hodge
Olsson, Inc.
601 P Street
Lincoln, NE 68508

RE: Overhead Expense Factor

Dear Mike,

In response to your request, we have provided a recap of the computed amount of overhead expenses incurred in 2024 based on the audited Schedules of Indirect Costs and Costs with Adjustments as of and for the year ended December 31, 2024. Summarized below is your FAR Combined Overhead Rate that is detailed in the audit:

Combined FAR Overhead Rate (including Computer Expenses)	174.39%
Total Fringe Benefits	$ 46,522,380
Total General and Administrative Expenses	135,513,142
Computer Expenses	22,364,472
Subtotal	204,399,994
Less Computer Expenses already included in General and Administrative Expenses	(6,645,697)
Subtotal	197,754,297
Divided by Direct Labor	$ 113,400,830
	$ 1.7439

In summary, for every $1.00 of direct labor paid, there is $1.74 in overhead expenses attributable to that labor.

Sincerely,

LUTZ & COMPANY, P.C.

Kyle Hofeldt

Kyle B. Hofeldt
Audit Director

Taylor Kendall

Taylor C. Kendall,
Audit & Consulting Shareholder

FARM LEASE

THIS LEASE OF FARM LAND (the "Lease"), made and entered into this 9th day of December, 2025, by and between the City of Pittsburg, Crawford County, Kansas, a Municipal Corporation, hereinafter called the Lessor, and Kenneth Biancarelli, hereinafter called the Lessee.

The Parties agree and hereby acknowledge that the tracts of land shown on Exhibit B attached hereto and incorporated herein by reference, is Airport Industrial Park property, and land adjacent to the Airport being held as clear zone land for Atkinson Municipal Airport.

WITNESSETH, that for and in consideration of the rents, covenants and agreements hereinafter contained, said Lessor does hereby rent, let and lease unto said Lessee all the tillable land and grass land in Tracts 3, 4, and 5A on Exhibit B for and on the terms set forth herein below.

TERMS

Lessee to rent Tracts 3, 4, and 5A for a term of (12) months beginning on January 1, 2026 and ending on December 31, 2026. The Lessee agrees to pay the Lessor an annual rental of $7,447.55. Rent shall be due and payable on January 1, 2026.

USE OF PREMISES

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

TERMINATION

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

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

PROHIBITIONS ON USE

It is understood and agreed that the rights granted hereunder to Lessee shall not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the Airport or the Airport Industrial Park. Lessee hereby acknowledges that burning is strictly prohibited, as well as cultivation of crops within twenty feet (20') of the wildlife fencing. Lessee further agrees not to plow pasture, permit noxious weeds to go to seed, or cut live trees for sale or personal use.

INGRESS AND EGRESS

Lessee also agrees that Lessor and its other tenants, lessees and agents shall be entitled to retain the right of ingress and egress on the land for the purpose of recreational hunting and of monitoring compliance with the lease terms, but shall refrain from interfering with the farming operation of Lessee as much as reasonably possible. It is further agreed that Lessor shall retain the exclusive right to permit any third parties to enter the property for recreational hunting purposes.

PESTICIDES / HERBICIDES

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

LIABILITY INSURANCE

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

HOLD HARMLESS / INDEMNIFICATION

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

AMENDMENTS

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

MAINTENANCE

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

FARMING COSTS

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

TRESPASSING

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

INDEPENDANT PARTIES

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

ASSIGNMENT

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

PARTIES BOUND

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

ENTIRE AGREEMENT

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

KANSAS LAW

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

DUPLICATE COPIES

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

NOTICES

LESSOR:		LESSEE:	
Name:	City of Pittsburg	Name:	Kenneth Biancarell
Address:	201 West 4th		510 E. 590th Ave.
	Pittsburg, KS 66762		Pittsburg, KS 66762
		Telephone No:	(620) 724-8048 Home
Telephone No:	(620) 231-4170		(620) 249-3314 Cell

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

LESSOR:

THE CITY OF PITTSBURG, KANSAS

____
, Mayor

ATTEST:

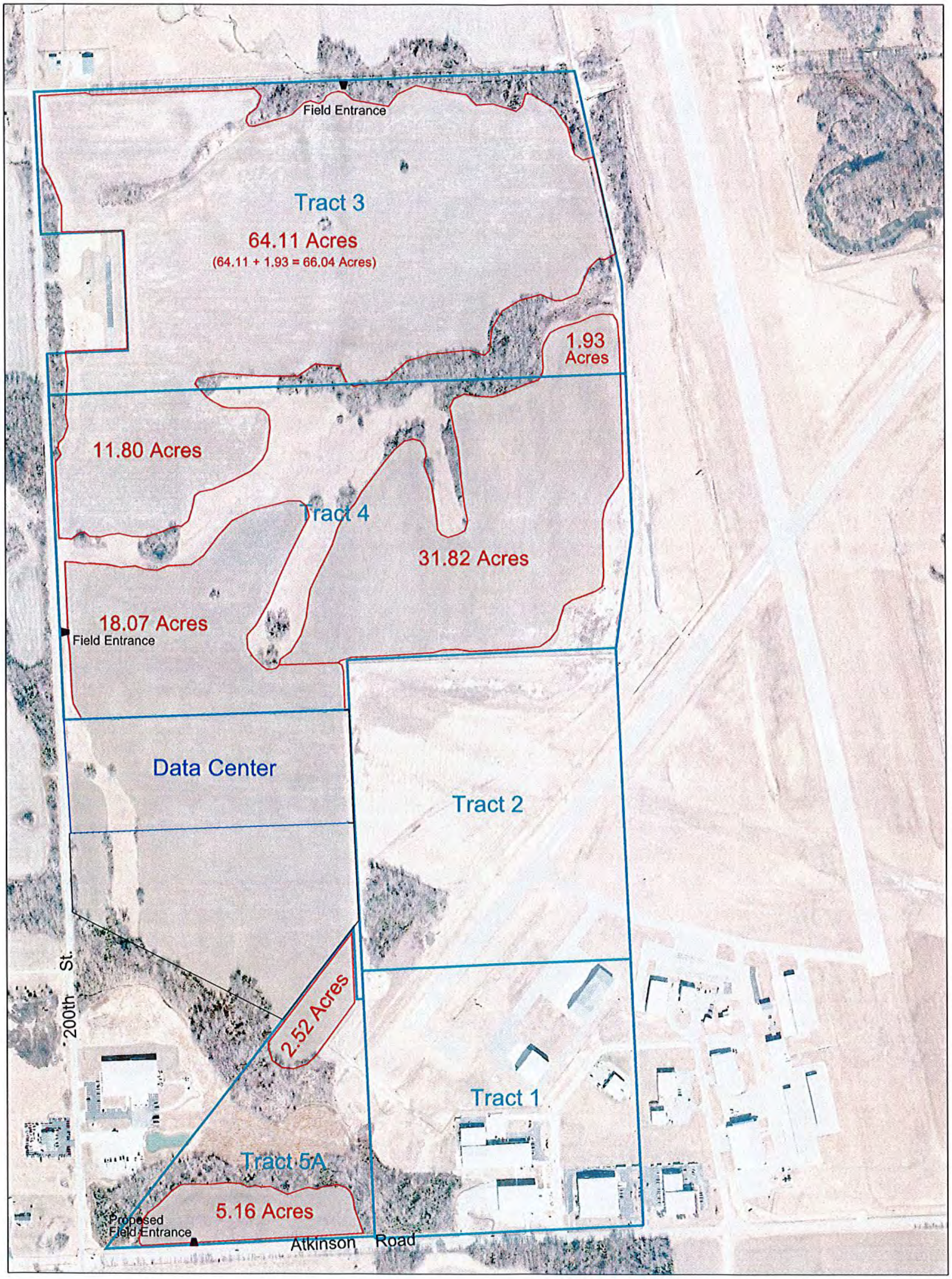
____
Tammy Nagel, City Clerk

LESSEE:

KENNETH BIANCARELLI

____
Kenneth Biancarelli

Exhibit "B"



Revised 6-25-25

BUILDING SERVICES

201 West 4th Street · Pittsburg KS 66762

(620) 231-4170

www.pittks.org

Interoffice Memorandum

TO: Daron Hall

FROM: Dexter Neisler, Director of Property and Sanitation

DATE: November 17, 2025

Subject: Approval of purchase of refuse containers

I am writing this to request approval from the commission to authorize $46,487.00 for the purchase of poly carts.

I kindly request that this matter be included on the agenda for the upcoming December 9th, 2025, commission meeting. The actions to be considered include waiving of the City's formal bid process and approving future purchases of refuse containers.

Dexter Neisler
Director of Property and Sanitation
City of Pittsburg, KS 66762
620-230-5517
Dexter.neisler@pittks.org

Quote

3100 West 76th Street
Davenport, IA 52806
Ph: 563-391-4840

Elliott Sanitation Equip. Co.
1245 Dawes Avenue
Lincoln, NE 68521
Ph: 402-474-4840

4000 SE Beisser Drive
Grimes, IA 50111
Ph: 515-986-4840
Fx: 515-986-9530

14219 Norby Road
Grandview, MO 64030
Ph: 816-761-4840

4400 E 60th Ave
Commerce City, CO 80022
Ph: 303-853-4840

Date	Quote #
11/7/2025	23919
Proposed Shipping Date	
Approx. 3-4 weeks ARO	
Terms	
Net 30	
Rep	
KMH	

City of Pittsburg
201 West 4th St.
PO Box 688
Pittsburg, KS 66762

Here is our quotation on the goods named, subject to the conditions noted:

CONDITIONS: The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. Prices are based on costs and conditions existing on date of quotation and are subject to change by the Seller before final acceptance. All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Typographical and stenographic errors subject to correction. Purchaser agrees to accept either overage or shortage not in excess of ten percent to be charged for pro-rata. Purchaser assumes liability for patent and copyright infringement when goods are made to Purchaser's specifications. When quotation specifies material to be furnished by the purchaser, ample allowance must be made for reasonable spoilage and material must be of suitable quality to facilitate efficient production.Quoted Prices are good for 60 days.

Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein which may appear on Purchaser's formal order will not be binding on the Seller.

TERMS: Equipment is due on receipt. Carts, Containers, Parts & service are Net 30 unless otherwise noted on your account. Balances over 30 days from the date of invoice are subject to finance charges up to 1.5% per month.

Qty	Item	Description	Price	Total
793	USD95Q.Gray	Schaefer Model USD95Q 95 gallon cart with 10" wheels, Charcoal Gray body, black lid. Hot Stamp on file. Serial numbers picked up from previous order.	56.00	44,408.00T
	Freight	Shipping & Handling	2,079.00	2,079.00
		Customers Exempt From Sales Tax	0.00%	0.00

Total $46,487.00

TO CONFIRM ORDER, SIGN AND RETURN

X____

City of Pittsburg Forward Together.

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

(620) 240-5126
www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Director of Public Works & Utilities

DATE: November 25, 2025

SUBJECT: Agenda Item – December 9, 2025
Disposition of Bids
AB-3 Limestone Rock and ¾ Clean Rock

Bids were received on Tuesday, November 25th, 2025, for the purchase of AB-3 Limestone Rock and ¾ Clean Rock for the period of January 1st through December 31st, 2026 with the option to renew the contract for two (2) additional one (1) year periods (see attached bid tabulation). On the yearly anniversary date of this contract, prices as bid may remain at the price bid or may be based on a price adjustment, either upward or downward, keyed to industry and changes. Contractor shall furnish figures at least thirty (30) days prior to expiration date to substantiate any claim for increase. Price increases shall not exceed three percent (3%) of the existing contract. If parties to the contract cannot agree on renewal terms, the contract will be re-bid.

After reviewing the bids received, City staff is recommending the bids be awarded to Kunsheck Chat and Coal of Pittsburg based on their low bid.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, December 9th, 2025. Action necessary will be approval or disapproval of staff's recommendation to award the bids to the low bidder as stipulated above and, if approved, authorize the Mayor and City Clerk to execute the contract documents once prepared.

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

Attachment: Bid Tab Sheet

The City of Pittsburg, Kansas
Recapitulation of Bids - Street Materials
Tuesday, November 25th, 2025 - 2:00 p.m.

Name and Address of Bidder	AB-3 Limestone Rock (Per Ton)	¾ Clean Rock (Per Ton)
Kunsheck Chat and Coal	$14.25	$17.00
Midwest Minerals	$18.20	$23.65

City of Pittsburg Forward Together.

DEPARTMENT OF PUBLIC WORKS & UTILITIES

1506 N Walnut · Pittsburg KS 66762

(620) 240-5126

www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Director of Public Works & Utilities

DATE: November 25, 2025

SUBJECT: Agenda Item – December 9, 2025
DISPOSITION OF BIDS
Ready Mix Concrete and Flowable Fill

Bids were received on Tuesday, November 25th, 2025 for the Furnishing and Delivering Ready Mix Concrete and Flowable Fill for various projects for the City for the period of January 1st to December 31st, 2026 with the option to renew the contract for two (2) additional one (1) year periods (see attached bid tab sheet). On the yearly anniversary date of this contract, prices as bid may remain at the price bid or may be based on a price adjustment, either upward or downward, keyed to industry and changes. Contractor shall furnish figures at least thirty (30) days prior to expiration date to substantiate any claim for increase. Price increases shall not exceed three percent (3%) of the existing contract. If parties to the contract cannot agree on renewal terms, the contract will be re-bid.

After reviewing the bids received, the City staff is recommending that the bid be awarded to American Concrete Company INC of Pittsburg.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, December 9th, 2025? Action necessary will be approval or disapproval of staff's recommendation to award the bids to the low bidder as stipulated above and, if approved, authorize the Mayor and City Clerk to execute the contract documents once prepared.

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

Attachment: Bid Tab Sheet

City of Pittsburg, Kansas
Recapitulation of Bids
Purchase of Ready Mix/Flowable Fill
Tuesday, November 25th, 2025 – 2:00 p.m.

NAME/ADDRESS OF BIDDER	3500 psi Concrete (per cubic yard)	4000 psi Concrete (per cubic yard)	High Early Strength (per cubic yard)	Flowable Fill (per cubic yard)	Hot Water (per cubic yard)	2% Calcium Chloride (per cubic yard)	Delivery Charge
American Concrete	$144.00	$147.25	$159.00	$106.00	$6.00	$7.50	$35.00
O'Brien Ready Mix	$147.60	$151.44	$163.61	$109.28	$6.00	$8.00	$30.00

City of Pittsburg
Forward Together.

DEPARTMENT OF PUBLIC WORKS & UTILITIES
1506 North Walnut · Pittsburg KS 66762
(620) 240-5126
www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Director of Public Works & Utilities

DATE: November 25, 2025

SUBJECT: Agenda Item – December 9th 2025
Change Order No. 1 – 616 N Broadway-Debris Removal

Attached your will find Change Order No. 1 for the above-reference project. This change order is necessary to perform structural demolition "cutting loose" the remaining side of the third-floor joist as well as the second-floor joist which is compromised. These joists shall be removed in an individualized manner, and all related debris and construction debris shall additionally be removed related to this work. Total add to the contract for this change order is $62,579.25 increasing the overall contract construction amount to $311,579.25.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, December 9, 2021. Action necessary will be approval or disapproval of Change Order No. 1.

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

Attachment: Change Order No 1

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Change Order No. 1

	Effective Date:
Date of Issuance: 11/16/2025	11/16/2025
Owner: City of Pittsburg	Owner's Contract No.:
Contractor: Pitt Foundation Repair	Contractor's Project No.:
Engineer: N/A	Engineer's Project No.: 25-306
Project: 616 N Broadway – Pittsburg, KS	Contract Name: 616 N Broadway Debris Removal

The Contract is modified as follows upon execution of this Change Order:

Description: Upon removal of a substantial amount of building debris, conditions were exposed related to the Northeast Quadrant of the building. Upon review of the structural status of this area related to "collapsed" conditions of the building; this change order is to perform structural demolition "cutting loose" the remaining side of the third-floor joist as well as the second-floor joist which is compromised. These joists shall be removed in an individualized manner, and all related debris and construction debris shall additionally be removed related to this work.

Attachments: Estimated Breakdown

CHANGE IN CONTRACT PRICE	**CHANGE IN CONTRACT TIMES** *[note changes in Milestones if applicable]*
Original Contract Price: $ 249,000.00	Original Contract Times: 30 Days Substantial Completion: ________ Ready for Final Payment: ________ days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: $________	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: ________ Ready for Final Payment: ________ days
Contract Price prior to this Change Order: $ 249,000.00	Contract Times prior to this Change Order: Substantial Completion: ________ Ready for Final Payment: ________ days or dates
[**Increase**] [Decrease] of this Change Order: $ 62,579.25	[Increase] [Decrease] of this Change Order: Substantial Completion: ________ Ready for Final Payment: ________ days or dates
Contract Price incorporating this Change Order: $ 311,579.25	Contract Times with all approved Change Orders: Substantial Completion: ________ Ready for Final Payment: ________ days or dates

	RECOMMENDED:		ACCEPTED:		ACCEPTED:
By:		By:		By:	
	Engineer (if required)		Owner (Authorized Signature)		Contractor (Authorized Signature)
Title:		Title		Title	
Date:		Date		Date	

Approved by Funding Agency (if applicable)

By: N/A Date:

Title:

This page left intentionally blank

PITTSBURG POLICE DEPARTMENT

BRENT NARGES
Chief of Police

Beard-Shanks Law Enforcement Center

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

To: City Manager Daron Hall
Chief of Police Brent Narges

From: Major B. Henderson

Date: December 1, 2025

Subject: Disposition of Bids for City of Pittsburg Exclusive Tow Contract (2026 – 2027)

Bids were solicited from interested towing companies to perform services for vehicles towed by the Pittsburg Police Department in conjunction with law enforcement activities, and for certain vehicles owned by the City of Pittsburg. Pursuant to this bid request, two bids for towing services were received by the submission deadline of Tuesday, November 25, 2025. The bids were opened and reviewed according to the City of Pittsburg's bid policy. The following is a summation of those bids:

- Larry Barrett Body Frame & Towing, Pittsburg, Kansas

  Price per tow: $275.00

  Storage per day: $40.00

- Bean's Towing & Recovery, Weir, Kansas

  Price per tow: $85.00

  Storage per day: $15.00

Bean's Towing & Recovery is the current holder of the City of Pittsburg's Exclusive Tow Contract. The city is currently paying $75.00 per tow, and $12.50 per day for storage fees. The current contract went into effect on January 1, 2024, and will expire on December 31, 2025.

Based on the bid amounts submitted, staff would recommend awarding the bid for Exclusive Contract Towing Services for the period of January 1, 2026, through December 31, 2027, to Bean's Towing & Recovery.

The 3% weighted difference for local vendors was applied to this consideration.

Would you please place this item on the agenda for the Pittsburg City Commission meeting scheduled for Tuesday, December 9, 2025. The requested action will be approval or disapproval of staff's recommendation to award Bean's Towing & Recovery the City of Pittsburg's Exclusive Tow Contract (2026 through 2027), and, if approved, authorize the mayor to sign into effect.

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

Thank you,

Major B. Henderson
Pittsburg Police Dept.

Attachments:

November 25, 2025, Recapitulation of Bids Received

City of Pittsburg
Forward Together.

Recapitulation of Bids Received
2026– 2027 Exclusive Tow Service
Tuesday, November 25, 2025 - 2:00 p.m.

Name and Address of Bidder	Price Per Tow	Daily Storage Fee
Bean's Towing PO Box 226 Weir, Kansas 66781	$85.00	$15.00
Larry Barrett Body*Frame*Towing 1601 E 27th Street Terrace Pittsburg, Kansas 66762	$275.00	$40

City of Pittsburg
Forward Together.

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

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

INTEROFFICE MEMORANDUM

To: Mayor, City Commissioners, Daron Hall, Tammy Nagel

From: Megan Keener, Assistant Director of Housing

CC: Kim Froman, Director of Community Development and Housing

Date: December 2, 2025

Subject: Agenda Item – December 9, 2025
Emergency Solution Grant 2025-2026: Grant Agreement and Supplemental Agreement

---

I am pleased to present the enclosed Notice of Financial Award and Grant Agreements from the Kansas Housing Resources Corporation (KHRC) for the Emergency Solutions Grant (ESG) in the amount of $97,363.00. The ESG grant period will run for fifteen (15) months, from July 1, 2025, through September 30, 2026.

This funding will support efforts to prevent individuals and families from experiencing homelessness and assist those who are currently homeless. For more than 12 years, the City of Pittsburg and the Pittsburg Public Housing Authority have partnered with community organizations to serve our most vulnerable citizens. For this grant cycle, the City of Pittsburg/Pittsburg Public Housing Authority will partner with the Community Health Center of Southeast Kansas.

The Notice of Financial Award and Grant Agreement is required for KHRC to disburse grant funds to the Subrecipient, the City of Pittsburg, for eligible expenditures. The Supplemental Grant Agreement authorizes the Subrecipient to disburse ESG funds to the funded agency, the Community Health Center of Southeast Kansas, for eligible expenditures.

Staff recommends that the Commission approve these grant agreements and authorize the Mayor to sign the necessary documents. Please feel free to contact me with any questions.

Sincerely,

Megan Keener

Megan Keener
Assistant Director of Housing
Pittsburg Public Housing Authority

Attachment
- Notice of Financial Award
- Grant Agreement
- Supplemental Agreement

KANSAS HOUSING
RESOURCES CORPORATION

July 1, 2025

Megan Keener
City of Pittsburg (Subrecipient)

Dear Megan Keener,

Kansas Housing Resources Corporation is pleased to announce the City of Pittsburg has been selected for a conditional award of $97,363.00 in the 2025 Emergency Solutions Grant funds. Listed below is the total amount of your award for ESG program funds (street outreach, emergency shelter, homeless prevention, rapid rehousing, and/or HMIS) and administrative funds.

Program Funds	Administrative funds	Total
$94,801.00	$2,562.00	$97,363.00

The program funds are to be subawarded to the following agencies:

- City of Pittsburg
- Community Health Center of SEK

Please complete and submit the following forms by July 31, 2025. These documents can be electronically signed and emailed back to ESG@kshousingcorp.org.

- Budget Itemization Form – Please submit budget itemization forms from the agencies listed above
- Faith Based Certification form from the agencies listed above.
- Match Certification form – Please submit an updated match certification from the agencies listed above. The total match amount must equal the total award amount.

Please note this is a conditional award of the 2025 Emergency Solutions Grant funds. This award is dependent on Kansas Housing receiving our allocation of 2025 ESG funds. Please advise your sub-awardees of this conditional award and the relevant requirements. If you have questions or need more information, please feel free to contact me at dwallace@kshousingcorp.org.

Thank you,

Doug Wallace

Doug Wallace

785-217-2001 | KSHOUSINGCORP.ORG | 200 SW 6TH AVENUE | TOPEKA, KANSAS 66603

KANSAS HOUSING

NOTICE OF FINANCIAL AWARD & GRANT AGREEMENT
Kansas Emergency Solutions Grant

Subrecipient City of Pittsburg

Subrecipient DBA

Mailing Address 101 N. Pine St. **City/State/Zip** Pittsburg, KS 66762

Subrecipient EIN **Subrecipient Unique Entity Identifier (UEI)** XNPHHQ8RAQH1

Recipient (Pass-Through Entity) Kansas Housing Resources Corporation

Mailing Address 200 SW 6th Ave. **City/State/Zip** Topeka, KS 66603-3803

Contact Person ESG Program Manager **Phone** 785-217-2019

Date 11/05/2025 **Grant Number** **E25-PITTSBURG**

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

Performance Period July 1, 2025 through September 30, 2026

Research and Development? No

Federal Identifying Information

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

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

Document No./FAIN E-25-DC-20-0001 **Federal Fiscal Year** FFY2025

Federal Award Date 9/15/2025

GRANT AGREEMENT

I. **Parties & Project Description**

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

Administrative.. $2,562
Subrecipient Indirect Cost Rate............. ______________
Street Outreach..$17,201
Emergency Shelter.. $________
Homeless Prevention... $38,800
Rapid Rehousing..$38,800
HMIS..$______________

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

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

Agency Name	Amount
City of Pittsburg	$77,600
Community Health Center of SE KS	$17,201

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

II. **Grant Period**
The term of this grant agreement is July 1, 2025 through September 30, 2026.

III. **Responsibilities and Representations of Subrecipient**

A. The Subrecipient certifies that it is eligible to receive ESG funds as a subrecipient as provided under 24 CFR 576.2.

B. The Subrecipient shall perform the activities provided under this Agreement in accordance with the Application, and in the area in the state of Kansas specified in the Application, but without regard to the residency of those served, all in a satisfactory manner as determined by KHRC.

C. The grant amount stated in the Agreement shall be 100 percent of the ESG funds committed by KHRC to the Subrecipient. At all times, the Subrecipient shall perform all activities and incur all expenditures in accordance with the Application and the budget stated above, and in accordance with all federal statutes and regulations applicable to ESG funding. Further, the Subrecipient agrees as follows:

1. The Subrecipient shall make matching contributions to the ESG eligible activities detailed in the Application, in an amount that equals the amount of the ESG funds awarded under this Agreement. The match contributions may be cash or noncash, and may be obtained from any source, including federal, state, local, and private sources, all as set forth in 24 CFR 576.201.

2. During the term of this Agreement, the Subrecipient must submit an ESG Recipient Request for Reimbursement and Financial Status Report (FSR) to KHRC at least once each calendar quarter (January 1-March 31; April 1-June 30; July 1-September 30; October 1-December 31). Each FSR must be submitted on or before the 20th day of the month if the Subrecipient wishes to receive reimbursement by the end of that month. FSRs shall be submitted and processed in accordance with KHRC's ESG Handbook, which is incorporated herein by this reference and may be amended by KHRC from time to time (the "ESG Handbook"). Additionally, the Subrecipient may submit a request for an advanced payment of up to ten (10) percent of the total funds awarded in accordance with the process and parameters set out in the ESG Handbook.

3. KHRC may, in its sole discretion, require additional information from the Subrecipient before processing any payment.

4. Upon termination of this Agreement, either due to expiration of the term or due to termination pursuant to Section VII below, the Subrecipient shall submit a final FSR and payment request no later than 30 days following the termination or expiration date. KHRC will not reimburse any costs or expenses incurred after the termination or expiration of the Agreement. To the extent the Subrecipient has any unearned ESG funds on hand at the time of expiration or termination of this Agreement, the Subrecipient shall promptly return said funds to KHRC.

5. At least 90 days prior to the expiration of this Agreement, the Subrecipient shall notify KHRC if Subrecipient anticipates having unearned ESG funds on hand at the time of expiration, and Subrecipient shall include an estimate of the amount of said funds in its notice to KHRC. Additionally, if KHRC determines at any time, in its sole discretion, that Subrecipient's use of the grant funds is not sufficient to ensure use of all funds during the term of this Agreement, then

KHRC may take further action, including but not limited to, requesting additional documentation or information from Subrecipient, or recapturing any unused funds from Subrecipient.

6. The Subrecipient agrees and acknowledges that payments to the Subrecipient are subject to the actual receipt by KHRC of ESG funds and continued ESG funding through the U.S. Department of Housing and Urban Development.

7. Subrecipient agrees that all expenditures under this Agreement must be Federally allowable and specifically for activities allowed under the ESG program as provided in 42 U.S.C. 11371, *et seq*. Additionally, the Subrecipient must ensure that the activities provided under this Agreement do not result in a duplication of benefits, and that costs funded through other Federal or State funds are not duplicated by funds received through this Agreement.

D. The Subrecipient must obtain KHRC's approval prior to making any adjustments or amendments to the budget stated above or, as applicable, to any Budget Itemization submitted for a subawardee. All requests to amend any budget must be submitted by the Subrecipient on KHRC's Budget Revision Form, and in accordance with the process set out in the ESG Handbook.

E. The Subrecipient agrees and acknowledges that KHRC materially relied on the information submitted by the Subrecipient in the Application when entering into this Agreement. The Subrecipient certifies that all information in the Application is true and correct. The Subrecipient agrees to immediately notify KHRC should any information provided in the Application change or should the Subrecipient determine that any incorrect information was provided. The Subrecipient further agrees and acknowledges that KHRC materially relied on the certifications and representations made by the Subrecipient herein when entering into this Agreement. If any certification, representation, or statement made or furnished to KHRC by Subrecipient under this Agreement is false or misleading in any material respect, either now or at the time made or furnished, or if it becomes false or misleading at any time thereafter, then, in addition to any other remedies available, KHRC may terminate this Agreement as provided in Section VII.

F. The Subrecipient certifies that Subrecipient had the full legal right, power, and authority to submit the Application, and that the Subrecipient has the full legal right, power, and authority to execute and deliver this Agreement to KHRC.

IV. <u>Subrecipient Compliance and Reporting Requirements</u>

A. The Subrecipient, pursuant to Federal regulations, shall maintain books, records, files, documents, and other evidence of all costs, expenditures, and activities related to the ESG funds provided under this Agreement. All documentation shall be maintained by Subrecipient in such a manner to clearly identify all costs directly with the delivery of the services and activities provided under this Agreement. The Subrecipient shall maintain all documentation, whether written or electronic, for a minimum of five (5) years and up to ten (10) years, as required under 24 CFR

576.500(y), and shall make all information available for audit by KHRC and the appropriate Federal auditors for said period. The Subrecipient shall immediately notify KHRC of any circumstances which impair the integrity or security of such documentation during the retention period.

B. Subrecipient shall maintain records and submit reports containing such information and at such times as may be required by KHRC, and Subrecipient shall timely respond to all of KHRC's requests and inquiries. Further, the Subrecipient agrees as follows:

1. The Subrecipient shall submit a quarterly ESG Consolidated Annual Performance and Evaluation Report (CAPER) to KHRC on April 15, July 15, October 15, and January 15 reporting on the prior calendar quarter. Additionally, the Subrecipient shall submit an annual CAPER on or before January 15th of each year reporting on the prior calendar year. All CAPERs shall be submitted in accordance with the ESG Handbook, as may be amended from the time to time. .

2. To the extent any grant funds are used to purchase any real or personal property, then Subrecipient shall submit an inventory of said property to KHRC with the final performance report required under Section IV(B)(1) of this Agreement. Said inventory shall be consistent with the requirements of the applicable OMB Circular.

C. To the extent the Subrecipient is expending Federal awards in an amount that meets or exceeds the applicable OMB threshold during the Subrecipient's fiscal year, then the Subrecipient shall have a Single Audit conducted in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements. If a Single Audit is not required pursuant to this paragraph, then KHRC may require Subrecipient, in KHRC's sole discretion, to have an independent audit conducted in accordance with the provisions set forth below.

1. The Subrecipient shall permit KHRC and auditors to have access to records and financial statements as necessary to comply with the applicable OMB Circular.

2. The Subrecipient shall insure that KHRC is made aware of the completion of any audit for all of Subrecipient's fiscal years that include activity supported by the award under this Agreement.

3. If applicable, the Subrecipient shall adequately perform in accordance with its audit corrective action plan or management response.

4. In the event that the Subrecipient fails to adequately perform its audit corrective action plan or management response, KHRC may apply sanctions and take steps to terminate funding under this Agreement, in KHRC's sole discretion.

5. The Subrecipient shall reimburse KHRC for any questioned costs identified within any audit report, subject to negotiation.

D. The obligations provided under this Section IV shall survive termination of this Agreement. KHRC may revise, change or update any of the reporting requirements provided under this Section IV at any time, and upon notice from KHRC, Subrecipient agrees to immediately comply with any revised reporting requirements and obligations.

V. General Requirements of Subrecipient

A. The Subrecipient shall perform and use all funds under this Agreement in a satisfactory manner as determined by KHRC, in KHRC's sole discretion, and in accordance with the Application and all applicable governing documents and law, including but not limited to, the following, which are incorporated herein by reference:

1. 42 U.S.C. § 11371, *et seq.*, 24 CFR 576, and any guidance or notices issued by the U.S. Department of Housing and Urban Development regarding the same, all as may be revised from time to time.

2. Federal regulations governing the administration of grants under 2 CFR 200, as applicable, and all other federal and state laws, statutes, regulations, and policies regarding the administration of grants and applicable to this Agreement.

3. The OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 CFR 180.

4. Governmentwide Requirements for Drug-Free Workplace, 2 CFR 2429.

5. The Consolidated Plan for the state of Kansas, and KHRC's ESG Handbook, as may be amended from time to time.

6. The governing documents and law referenced in this paragraph are not meant to be exhaustive. Upon request from KHRC, the Subrecipient shall provide any and all documentation requested by KHRC, in KHRC's sole discretion, to demonstrate the Subrecipient's compliance with any applicable governing documents, or any federal, state or local law that may impact this agreement or the Subrecipient.

B. The Subrecipient shall be responsible for staying up to date on any changes, guidance, or other information released related to the operation of ESG funded programs. Additionally, Subrecipient shall attend all required training sessions, as designated by KHRC.

C. The Subrecipient shall abide by all federal and state statutes and regulations prohibiting discrimination, including, but not limited to:

1. The Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and Title VI of the Civil Rights Act of 1964, which prohibit discrimination against any employee, applicant for employment or client for services or other benefits because of race, religion, color, sex, age, handicap, national origin or ancestry;

2. The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601, *et seq.*), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;

3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;

4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §6101, *et seq.*), which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

5. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. § 12101, *et seq.*), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

6. The Subrecipient shall take reasonable steps to ensure that services provided under this Agreement provide meaningful access to persons with limited English proficiency.

D. The Subrecipient is subject to and shall abide by the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).

E. As applicable, the Subrecipient agrees to administer the funds provided under this Agreement in accordance with all applicable immigration restrictions and requirements, including any eligibility and verification requirements that may apply under Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 USC § 1601, *et seq.*) (PRWORA), and any applicable requirements that the U.S. Department of Housing and Urban Development, the U.S. Attorney General, or the U.S. Citizenship and Immigrant Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other executive orders or immigration laws.

F. The Subrecipient agrees to comply with the provisions of the Violence Against Women Act (VAWA) as applied by 24 CFR 576.409 and, as applicable, 24 CFR 5, Subpart L.

G. As provided in 24 CFR 576.406 and 24 CFR 5.109, the Subrecipient agrees and acknowledges that the Subrecipient shall not discriminate against any program participant on the basis of religion or religious belief, that ESG funds shall not be used to support explicitly religious activities, , and that ESG funds shall not be used for the rehabilitation of sanctuaries, chapels, or other rooms that are used as a principal place of worship.

H. The Subrecipient hereby certifies that the Subrecipient, its principals, employees, and affiliates, are not, and have not been, debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs. The Subrecipient agrees to comply with 2 CFR 180, as well as 31 CFR 19, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by KHRC. If it is later determined that the Subrecipient did not comply with 2 CFR 180, in addition to remedies available to KHRC, the federal government may pursue available remedies, including but not limited to, suspension and/or debarment. The Subrecipient agrees to comply with the requirements of 2 CFR 180 throughout the period of this Agreement and to provide proof of registration in the System for Award Management at sam.gov to KHRC in accordance with 2 CFR 25.

I. Any purchase by the Subrecipient shall be subject to the requirements set forth in 2 CFR 200. To the greatest extent practicable, all equipment and products purchased with funds made available by this Agreement should be made in the United States.

J. The Subrecipient certifies that its services do not use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system as described in Public Law 115-232, section 889, subsection (f), paragraph (1).

K. The Subrecipient shall acknowledge support provided by the ESG and the Kansas Housing Resources Corporation in all publicity releases and materials published in connection with the award provided under this Agreement. The Subrecipient shall obtain KHRC's approval before using KHRC's logo.

L. The Subrecipient certifies it is in compliance with Part C of Public Law 103-227, the "Pro-Children Act of 1994," 20 U.S.C. § 7183, which prohibits smoking in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments. The Subrecipient shall require that the language of this certification be included in any subcontract related to this Agreement.

M. The Subrecipient shall comply with 2 CFR 170, and the Subaward and Executive compensation reporting requirement of "the Transparency Act."

N. The Subrecipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401, *et seq.*) and the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251, *et seq.*).

O. The Subrecipient agrees and acknowledges that all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. § 3702 and § 3704, as supplemented by Department of Labor regulations (29 CFR 5).

P. If the federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Subrecipient must comply with the requirements of 37 CFR 401.2(a) and any implementing regulations issued by the awarding agency.

Q. The Subrecipient shall not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award, all in accordance with 31 U.S.C. § 1352. The Subrecipient shall require that the language of this certification be included in any subcontract related to this Agreement (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements). The Subrecipient, and any subcontractors, shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. The Subrecipient agrees and acknowledges that this certification is a material representation of fact relied upon by KHRC.

R. The Subrecipient agrees that ESG program funds, the provision of services under this Agreement, or the employment or assignment of personnel shall not be carried out in a manner supporting or resulting in the identification of such programs with any partisan or nonpartisan political activity or any political activity associated with a candidate, or contending faction or group, in an election for public or party office; any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election; or any voter registration activity.

S. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (24 CFR 576.407)

T. The Subrecipient shall notify KHRC as soon as possible if this Agreement or any aspect related to the services provided under this Agreement raises an actual or potential conflict of interest. The Subrecipient shall explain the actual or potential conflict in writing in sufficient detail so that KHRC is able to assess such actual or potential conflict. The Subrecipient shall provide KHRC any additional information necessary for KHRC to fully assess and address such actual or potential conflict of interest. The Subrecipient shall accept any reasonable conflict mitigation strategy employed by KHRC.

U. The Subrecipient shall comply with all other applicable provisions in effect for Federal awards.

VI. Responsibilities of KHRC

A. KHRC shall be responsive to its role in the successful execution of ESG funded activities and shall provide the Subrecipient with a designated contact person at KHRC to assist with the implementation of this Agreement.

B. KHRC may make monitoring visits to the Subrecipient, which may be conducted on-site, remotely, or both, in KHRC's discretion, and KHRC has the right to make inspections and evaluations of the Subrecipient at any time. KHRC, its representatives and/or representatives of the federal government, will have the right to examine and photocopy all pertinent records, files, books, or other materials relating to this award and Agreement at any time. KHRC may exercise the rights under this paragraph in its discretion, and the Subrecipient agrees to cooperate as necessary with KHRC.

C. KHRC will close-out the award when it determines that all applicable administrative actions and all required work of the award has been completed. The obligations and rights provided under this Section VI shall survive termination of this Agreement.

VII. Termination

A. Either party may terminate this Agreement at any time without cause by providing 30-day written notice to the other party, which shall be effective at the end of said notice period.

B. KHRC may immediately terminate this Agreement for cause by providing written notice to the Subrecipient. In such event, the termination shall be effective as of the date the notice is received by the Subrecipient. Cause shall include, but not be limited to, the following:

1. The Subrecipient fails to fulfill any obligation or representation made under this Agreement, or any other agreement the Subrecipient has with KHRC;

2. The Subrecipient fails to comply with any applicable Federal requirements, or any applicable state or local law, regulation, ordinance or requirement related to the ESG funds;

3. The Subrecipient improperly uses any ESG funds;

4. The dissolution or insolvency of the Subrecipient; or

5. The suspension or termination of ESG funds.

C. If by reason of force majeure it becomes inadvisable, commercially impracticable, illegal, or impossible for either party to carry out its obligations under this agreement, then said party shall not be deemed in breach of this Agreement, and the agreement shall not be subject to termination as provided in this Section, so long as the force majeure remains. The term "force majeure" as used herein shall mean without limitation the following: acts of God, strikes, lockouts, or other industrial disturbances; acts of public enemies, order of restraints of any kind by the government of the United States of America or by the state wherein a party is located or by any of that state's departments, agencies, or officials, or any civil or military authority; insurrections; riots; landslide; earthquakes; fires; storms; droughts; floods; explosions; breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of the Subrecipient.

D. In the event of termination, contract provisions apply until the final audit is completed by KHRC, except as provided otherwise in the Agreement. However, KHRC is not obligated to render payment for any costs incurred or services provided by Subrecipient after the date of termination.

E. Should KHRC terminate this Agreement, the Subrecipient shall retain those rights as provided for in 42 U.S.C. § 11371, *et seq.* In the event KHRC terminates or amends this Agreement due to the unavailability, reduction, or rescission of the ESG funds supporting the Agreement, then KHRC shall have no obligation to pay the Subrecipient from any other sources, including KHRC, federal, or state monies.

VIII. <u>Miscellaneous Provisions</u>

A. The parties agree that the Subrecipient is acting only as an independent contractor. Nothing contained in the Agreement shall be construed as creating a partnership, joint venture, employment, or agency relationship between the parties as provided under Kansas law. Neither party shall have the power or right to bind or obligate the other party, nor shall it hold itself out as having such authority. Any provision in this Agreement that allows KHRC to direct the Subrecipient in its performance under this Agreement is solely for the purposes of compliance with local, state, and federal laws and regulations.

B. The Subrecipient agrees to hold KHRC and its employees, agents, and insurers, harmless from any claim, loss, or cause of action of any kind, and the Subrecipient agrees to indemnify KHRC, and its successors or assigns, against all claims, losses, liabilities, penalties, or causes of action of any kind resulting from the Subrecipient's actions or omissions, including any attorneys' fees and expenses incurred in the defense or investigation of any such claims. In no event shall KHRC be liable to the Subrecipient except as specifically provided in this Agreement. KHRC assumes no liability for damages caused to persons or property by reason of the Subrecipient's performance under this Agreement. The provisions of this paragraph shall survive and shall not expire with the expiration or termination of this Agreement but will continue indefinitely.

C. This Agreement contains the entire agreement between the parties and supersedes all prior written and/or oral agreements, discussions or negotiations. This Agreement may be altered or modified as follows:

1. Any alterations, additions, or deletions to the Agreement that are required pursuant to any applicable federal law, statute, regulation, notice, or guidance shall be automatically deemed incorporated into this Agreement and become effective as of the effective date of the statutory or regulatory change or the date the law, guidance, or notice is issued. KHRC shall notify the Subrecipient, in writing, of any applicable changes as soon as they become known to KHRC, and the Subrecipient agrees to comply with the same upon receiving said notice.

2. Any other addition or alteration to this Agreement shall be made by amendment in writing and signed by both parties.

D. This Agreement shall be binding on KHRC and the Subrecipient, and their respective successors and assigns. The Subrecipient shall not transfer or assign this Agreement without the prior written approval of KHRC, which may be withheld for any reason.

E. Written notice to either party as required under this Agreement shall be given to the address listed on the first page of this Agreement, and shall be personally delivered or mailed, by prepaid, certified mail or overnight courier, or transmitted by facsimile or electronic mail. Any notice sent by a party will be deemed received by the other party on the day such notice is personally delivered, three (3) days after such notice is mailed by prepaid certified or registered mail, one (1) business day after such notice is sent by overnight courier, or the day such notice is faxed or sent electronically.

F. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

G. This Agreement shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this Agreement shall reside only in courts located in Shawnee County, Kansas.

H. The Subrecipient and KHRC agree that each party shall be entitled to respectively exercise all administrative, contractual, or other remedies permitted by law to enforce compliance with the terms of this Agreement, except to the extent expressly prohibited by this Agreement.

I. KHRC shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by KHRC. No delay or omission on the part of KHRC in exercising any right shall operate as a waiver of such right or any other right. A waiver by KHRC of a provision of this Agreement shall not constitute a waiver of KHRC's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by KHRC, nor any course of dealing between KHRC and the Subrecipient, shall constitute a waiver of any of KHRC's rights or of any of the Subrecipient's obligations in the future. Whenever the consent of KHRC is required under this Agreement, KHRC's grant of such consent shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of KHRC.

J. Pursuant to Executive Order 13043, 62 FR 19217, and Executive Order 13513, KHRC encourages the Subrecipient to adopt and enforce on-the-job seat belt policies and programs, as well as policies that ban text messaging while driving and workplace safety polices to decrease accidents caused by distracted drivers.

K. In the case of ambiguity or conflict, the following order of precedence shall govern: (1) ESG Enabling Legislation codified at 42 U.S.C. § 11371, *et seq.*; (2) OMB Circulars, as applicable; (3) This Notice of Financial Award and Grant Agreement; and (4) the Kansas ESG Handbook.

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

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

SUBRECIPIENT:

______________________________ 12/09/2025
Name: ______________________ **Date**
Title: Mayor, City of Pittsburg

KANSAS HOUSING RESOURCES CORPORATION:

______________________________ ______________
Ryan Vincent, Executive Director **Date**

SUPPLEMENTAL EMERGENCY SOLUTIONS (ESG) GRANT PROGRAM

GRANT AGREEMENT
Between
City of Pittsburg, Kansas
&
Community Health Center of Southeast Kansas (CHC/SEK) (GRANT# E25-Pittsburg)

I. Grant Agreement

A. This Grant Agreement, hereinafter called "Agreement", is between City of Pittsburg, Kansas, hereinafter referred to as "City" or as "Grantee" and Community Health Center of Southeast Kansas (CHC/SEK), hereinafter referred to as "Subrecipient".

B. The entire Agreement between the City and Subrecipient shall encompass all rules and regulations of the Emergency Solutions (ESG) Grant Program 24 CFR Part 576 as required by the U.S. Department of Housing and Urban Development (HUD), including the accompanying Budget Itemization and Faith-Based Agency Certification, attached to this Agreement, which are incorporated herein by reference and made a part hereof.

II. Authority

A. This Agreement is financed through a grant provided to the City by the U.S. Department of Housing and Urban Development through the Supplemental Emergency Solutions (ESG) Grant Program pursuant to the authority of Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 1137 et seq.)

B. In the event of any changes in any applicable Federal regulation and/or law, this Agreement shall be deemed to be amended when required to comply with any law or regulations so amended.

III. Description of Activities

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

IV. Period of Performance and Commitment

The period of performance "grant period" for all activities assisted by this Agreement shall commence on July 1, 2025, when funds are made available, and shall be completed on or before September 30, 2026, except those activities required for closeout.

V. Compensation

A. In consideration of the Subrecipient's satisfactory performance of work required under this Agreement and the Subrecipient's compliance with the terms of this Agreement, the City shall provide the Subrecipient $17,201 in Emergency Solutions Grant funds for Street Outreach. These funds shall be used by the Subrecipient in accordance with the Emergency Solutions Grant Guidelines. Documentation of matching funds in the amount of $17,201 must be provided after the date of the grant sub award to grantee.

B. It is expressly understood and agreed that in no event will the total program funds provided by the City exceed the sum of $17,201. Any additional funds required to complete the program activities set forth in this Agreement will be the responsibility of the Subrecipient.

C. The Subrecipient understands that this Agreement is funded in whole by federal funds. In the unlikely event the federal funds supporting this Agreement become unavailable or are reduced, the City may terminate or amend this Agreement and will not be obligated to pay the Subrecipient from other local revenues.

D. The Subrecipient shall not anticipate future funding from the City beyond the duration of this Agreement and in no event shall this Agreement be constructed as a commitment by the City to expend funds beyond the termination of this Agreement.

E. No income shall be derived from the grant.

VI. Indemnification

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

VII. Obligations of Subrecipient

A. All of the activities required by this Agreement shall be performed by personnel of the Subrecipient or by third parties, (contractors or subcontractors) under the direct supervision of the Subrecipient and in accordance with the terms of written contracts.

B. The Subrecipient shall remain fully obligated and liable under the provisions of this Agreement, notwithstanding its designation of any third party or parties for the undertaking of part or all of the program being assisted under this grant.

C. If the Subrecipient is primarily a religious organization, the organization shall comply with 24 CFR 574.23, (which is ser forth in Exhibit "B" hereto, which by reference is incorporated herein and made a part hereof as if copied in length) and Emergency Solutions Grant-Faith Based Agency Certification.

D. The terms of the Subrecipient's grant award, the required match, and the Subrecipient's expenditure of grant funds are subject to 2 CFR 200, Federal "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 24 CFR part 84 & 85 and "Emergency Solutions Grant Program", 24 CFR Part 576.

E. The Subrecipient funded under this grant award shall acknowledge support of the City in all public relations materials describing local Emergency Solutions Grant activities.

F. The Subrecipient must participate in the Coordinated Entry System of the Continuum of Care where applicable.

VIII. Drawdown of Grant Funds

A. The Subrecipient's request for grant funds shall be only for reimbursement of authorized activities, as specifically agreed to in the "Budget Itemization" received by the Grantee.

B. The Subrecipient shall submit the **Recipient Request for Reimbursement and Financial Status Report** to the City by the 10th day of the month for the prior month, whether or nor expenditures were incurred, to allow the City to comply with reporting requirements.

C. The City shall review all program costs incurred by the Subrecipient. Upon such review the City shall disallow any items of expense that are determined to be not allowable or that are determined to be more than approved expenditures, and shall, by written notice to Community Health Center of Southeast Kansas at 3011 N Michigan St, Pittsburg, KS 66762, specifying the disallowed expenditures, inform the Subrecipient of any such disallowance.

D. The City will disburse funds to the Subrecipient only after receipt of funds from HUD to Kansas Housing (KHRC).

E. When salaries are included in the sub grant award, concurrent with the first reimbursement of salaries, Grantee shall submit the name, title, beginning date, and qualification of the employee(s).

IX. Financial Management

A. Subrecipient shall establish and maintain a system that assures effective control over and accountability for all funds used in the City Emergency Solutions Grant (ESG) Program.

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

X. Monitoring and Reporting

A. The Subrecipient is required to participate in the Homeless Management Information System (HMIS) of the Continuum of Care (CoC). Victim service providers may enter data into a comparable database that does not collect identifying information. The comparable database must be in compliance with HUD data standards. Projects must be able to generate the required Comma Separated Value (CSV) reports from the HMIS or comparable database for uploading into HUD's reporting system Sage.

B. The Grantee shall monitor the activities of the Subrecipient Supplemental Emergency Solutions (ESG) Grant Program including: client files, financials, and policies and procedures to assure that all program requirements are being met.

C. The Subrecipient shall submit a Monthly Report to the City. For the purposes of this grant. A Monthly Report is to be submitted to the City in a format determined by the City on or before the tenth day after the end of each month. A Monthly Report shall be submitted for each month, or portion thereof, during the Period of performance as provided by Section IV above.

D. The Subrecipient shall submit quarterly ESG Consolidated Annual Performance Evaluation Report (CAPER) reports. The quarterly reports will be cumulative, reporting on the clients served in the previous quarter plus clients enrolled during the reporting quarter. The quarterly reports must be sent to the City for submission to KHRC. In addition to the quarterly reports, agencies will still be required to an annual ESG CAPER report in SAGE.
Please see below the reporting periods.
   a. Quarter 1 (Jan 1- March 30) due on April 15th
   b. Quarter 2 (Jan 1 – June 30) due on July 15th
   c. Quarter 3 (Jan 1 – September 30) due on October 15th
   d. Quarter 4 (Jan 1 – December 31) due on January 15th

E. The Subrecipient shall submit CAPER data into the Sage System via a link provided by the City for the annual CAPER submission to HUD for the reporting period of January 2025 to December 2025 by January 2026 and for the period of January 2026 to December 2026 by January 2027.

F. From time to time, as requested in writing by the City, the Subrecipient shall submit such data and other information as the City may require.

G. Failure to report as required or to respond to requests for the data or information in a timely manner shall be grounds for suspension or termination of the Grant at the discretion of the City.

XI. Program Closeout

A. Program closeout is the process by which the City determines that all applicable actions and all required work of the program including audit and resolution of audit finds have been completed and that there are no additional benefits likely to occur by continuation of program activities or costs. All findings from City monitoring visits must be cleared prior to closeout.

B. Program closeout will occur when all Subrecipient projects are closed, when audits for the appropriate times periods, if applicable, have been conducted and the audit reports have been submitted to the City.

C. The City will recapture any unexpended grant funds after the ending date of the sub grand award. The Subrecipient will be required to return any unexpended grant funds to the Grantee after the end date of the grant period unless awarded an extension to use the grant funds.

XII. Retention of and Access of Records

A. The Subrecipient shall keep and maintain at a minimum, financial records, supporting documents, statistical records, and all other records pertinent to this program, that demonstrate the expenditures meets the requirements set forth in the funded application for a period of no less than five years,

B. Subrecipient shall maintain program and fiscal records and retain such records for a minimum of five years (24 CFR 576.65(a) after completion of the Grantee's Final Report to the City or until completion of the City's Audit Report.

C. Authorized representatives of the City, the Secretary of HUD, the Inspector General of the United States, or the U.S. General Accounting Office shall have access to all books, accounts, reports, files, papers, or property belonging to, or in use by, the Supplemental Emergency Solutions Grant (ESG) Program as may be necessary to make audits, examinations, excerpts, and transcripts.

XIII. Audit Requirements

A. The Subrecipient shall arrange for the performance of annual financial/compliance audits of its organization. An independent qualified auditor must perform all audits.

B. Subrecipient is required to submit one copy of a fiscal year audit report covering the program. The audit reports shall be sent within thirty (30) days after the completion of the audit, but no later than one year after the end of the audit period unless agreed to by the City.

XIV. Termination for Convenience

A. The City or Subrecipient may terminate the grant in whole, or in part, when both parties agree that the continuation of the program would not produce beneficial results that commensurate with the further expenditure of funds.

B. The City and Subrecipient shall agree upon the termination conditions, including the effective date and in the case of partial terminations, the portion to be terminated.

C. If the project is terminated before its completion, an amount equal to the Emergency Solutions Grant Funds disbursed for the project must be paid by the Subrecipient to the City. Such funds are due within thirty (30) days of the date of project cancellation.

XV. Suspension or Termination-for-Cause

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

B. The City, after 45-day written notice, may terminate the grant, in whole or in part, at any time during the Grant Period when it is determined that the Subrecipient has failed to substantially comply with the conditions of this Agreement. The City shall promptly notify the Subrecipient in writing, of the determination and the reason for the termination, together with the effective date.

C. No Local Government or nonprofit organization may participate in the ESG funded program in any capacity or be a recipient of Federal funds designated for this program if the organization has been debarred or suspended or otherwise found to be ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

XVI. Conflict of Interest

A. No member of the Governing Body, officer or employee of the Subrecipient or its designee or agents, or any other person who exercises any functions or responsibilities with respect to the Emergency Solutions Grant may be assisted by the program during their tenure or for one year thereafter, shall have any direct interest in any contract or subcontract, or the proceeds thereof, for the work to e performed in connection with the program.

B. The Subrecipient shall incorporate or cause to be incorporated, in all third-party agreements, a provision prohibiting such interest pursuant to the purpose of this Section.

C. The Subrecipient shall not employ, nor shall permit any third party to employ any employee of the City.

XVII. Equal Opportunity

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

XVIII. Revisions and Amendment and Approvals

A. The Subrecipient shall notify the City if, through the use of other funds, there is an intention to expend, enhance or add to the scope of the program, covered by this Agreement, or there is a proposal to undertake activities that will have an impact upon the buildings, areas or activities of this program. The City reserves the right to require an amendment to this Agreement if such is deemed necessary.

B. Amendments of the terms of this Agreement shall not become effective unless reduced to writing, numbered and signed by the Grantee's City Manager or duly authorized representative of the City.

[The remainder of this page was left blank intentionally]

CITY OF PITTSBURG, KANSAS	Community Health Center of Southeast Kansas
X ______________________	X Ross Gurney
Title: Mayor	Title: Chief Financial Officer
Date: December 9th, 2025	Date: 12-01-2025

Memorandum

TO:	Daron Hall, City Manager
FROM:	Blake Benson, Economic Development Director
DATE:	December 3, 2025
SUBJECT:	December 9, 2025 Agenda Item EDAC new appointments

John Clark, Rebecca Light and Rick Baden are nearing the end of their second three-year terms on the Economic Development Advisory Committee (EDAC). Their terms will expire on December 31, 2025.

Susan Cook, Nick Coomes and Kent Giddings submitted applications before the December 1 at noon deadline. Their applications are attached.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, December 9, 2025. Action being requested is appointment of Susan Cook, Nick Coomes and Kent Giddings to a three-year term on the EDAC that will expire on December 31, 2028.

Economic Development Advisory Committee

APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Commission and made available to the press and public.

☐ I am a current member seeking reappointment to the Board.

☒ I am seeking a first term as a member of the Board.

Name: Susan Cook

Home Address: 3303 Grand Oaks Drive, Pittsburg KS 66762

Mailing Address: 3303 Grand Oaks Drive, Pittsburg KS 66762

Occupation: Retired Chief Accounting Officer

Business Address: 402 North Broadway, Pittsburg, KS 66762

Home Telephone: 620-249-0156

Business Telephone: 620-249-0156

E-mail: cooksusang@gmail.com

Are you a resident of Pittsburg? Yes If yes, how long have you lived in Pittsburg: 30 years

Current occupation (within last 12 months): Retired. Serving on various non profit boards.

Business interest in the last 12 months: My husband Troy and I own Helianthus Ventures LLC. Troy is a recently retired Finance Executive and serves on paid boards. I handle the accounting and administrative aspects.

Previous Committee/Commission Experience: I served on the EDAC for several years. My last term ended in 2021.

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application. I graduated from Pittsburg State in 1992. I moved to Wichita and worked as an audit associate for Grant Thornton for four years. I joined NPC in Pittsburg in 1996 and retired from there in 2012. I held various accounting and management roles.

Professional and/or community service activities: I serve on the SEK Community Foundation Board. I am a current and longtime member of finance related committees at Our Lady of Lourdes Church. I've served on the PSU Alumni Assoc Board as well as the PSU Kelce School of Business Board.

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute: I have a passion for Pittsburg and its future. I have extensive experience in accounting and busines which will allow me to add value and depth to this committee.I wish to use my skills in a way to make a positive impact to our community and believe this is role is a great fit.

The Economic Development Advisory Committee meets at City Hall at 8:00 a.m. on the 1st Wednesday of each month. Appointment to this position may require you to file a Conflict of Interest Disclosure Statement, which is a public record.

Signature of Applicant: Susan Cook

Date: 12/1/2025

If you have any questions regarding the appointment procedure, please contact the Deputy City Clerk by phone at (620)230-5532 or by email at jacob.bennett@pittks.org.

Please return your completed application by **Noon** on **December 1st, 2025**.

Applications may be submitted:

1. By mail: The City of Pittsburg
Attn: Deputy City Clerk
PO Box 688
Pittsburg, Kansas 66762
2. In person at City Hall (201 West 4th Street), or
3. By email to jacob.bennett@pittks.org

City of
Pittsburg
Forward Together.

Economic Development Advisory Committee

APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Commission and made available to the press and public.

☐ I am a current member seeking reappointment to the Board.

☒ I am seeking a first term as a member of the Board.

Name: Nick Coomes

Home Address: 107 Crestwood Estates, Pittsburg, KS 66762

Mailing Address: 315 W. 3rd St., Pittsburg, KS 66762

Occupation: executive

Business Address: 315 W. 3rd St.

Home Telephone: 620-687-7705

Business Telephone: 620-231-2230

E-mail: ncoomes@watco.com

Are you a resident of Pittsburg? Y If yes, how long have you lived in Pittsburg: ~12yrs

Current occupation (within last 12 months): Chief Solutions Officer

Business interest in the last 12 months: Watco

Previous Committee/Commission Experience: SMC School Advisory Council

Greenbush Development Planning Team

St. Pius X Design Committee

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application.

Pitt State → Bachelor of Science ~ Plastics Engineering

→ Masters of Business Administration

Professional and/or community service activities:

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute: Assist the City and its residents to prosper

The Economic Development Advisory Committee meets at City Hall at 8:00 a.m. on the 1st Wednesday of each month. Appointment to this position may require you to file a Conflict of Interest Disclosure Statement, which is a public record.

Signature of Applicant: Nick Coomes

Date: 11/26/25

If you have any questions regarding the appointment procedure, please contact the Deputy City Clerk by phone at (620)230-5532 or by email at jacob.bennett@pittks.org.

Please return your completed application by **Noon** on **December 1st, 2025**.

Applications may be submitted:

1. By mail: The City of Pittsburg
   Attn: Deputy City Clerk
   PO Box 688
   Pittsburg, Kansas 66762
2. In person at City Hall (201 West 4th Street), or
3. By email to jacob.bennett@pittks.org

Pittsburg
Forward Together.

Economic Development Advisory Committee

APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Commission and made available to the press and public.

RECEIVED
NOV 25 2025
Pittsburg City Clerk

☐ I am a current member seeking reappointment to the Board.

☒ I am seeking a first term as a member of the Board.

Name: Kent E. Giddings

Home Address: 1067 S. 210th St.; Pittsburg, Ks 66762

Mailing Address: (Same)

Occupation: Retired

Business Address: \

Home Telephone: (620) 704-9644

Business Telephone: (Same)

E-mail: kegkansas@gmail.com

Are you a resident of Pittsburg? yes If yes, how long have you lived in Pittsburg: Recently - 7 yrs Grew up here 22 yrs

Current occupation (within last 12 months): Retired

Business interest in the last 12 months: Managing Personal Investments

Previous Committee/Commission Experience: VP then President of Idaho Milk Processors Association; Mo-Kan Scout Council, Eagle Board of Review

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application. PHS Graduate, BS Biology from KU, BS Chemical Engineering - U. of Arkansas;

Resume Attached

Professional and/or community service activities: Lifelong member of American Chemical Society; IMPA Board of Directors; Boy Scouts

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute: I would like to make positive contributions to the community that I grew up in and love. I belive that my business background will provide a unique prospective for EDAC.

The Economic Development Advisory Committee meets at City Hall at 8:00 a.m. on the 1st Wednesday of each month. Appointment to this position may require you to file a Conflict of Interest Disclosure Statement, which is a public record.

Signature of Applicant: K E. J

Date: November 25, 2025

If you have any questions regarding the appointment procedure, please contact the Deputy City Clerk by phone at (620)230-5532 or by email at jacob.bennett@pittks.org.

Please return your completed application by **Noon** on **December 1st, 2025**.

Applications may be submitted:

1. By mail: The City of Pittsburg
   Attn: Deputy City Clerk
   PO Box 688
   Pittsburg, Kansas 66762
2. In person at City Hall (201 West 4th Street), or
3. By email to jacob.bennett@pittks.org

Kent E. Giddings
1067 S. 210th St.
Pittsburg, Kansas 66762
(620) 704-9644
E-mail: kegkansas@gmail.com

Project Implementation / Operations & Business Management

PROFESSIONAL EXPERIENCE

IDAHO MILK PRODUCTS, Jerome, ID **2010-2017**
A $300 million manufacturer of refined milk protein products.

Chief Executive Officer
Responsible for business serving customers with refined milk protein, cream and milk sugars. Customer base included major U.S. and European food companies. Managed Sales & Marketing, R&D, Production, Quality Assurance and Human Resources.

DEGUSSA CORPORATION, Parsippany, NJ **1998 - 2009**
A subsidiary of Evonik Degussa GmbH, the 11 billion euro leader in specialty chemicals.

President and CEO - Degussa FreshTech Beverages LLC
Established a start-up business to commercialize a novel beverage ingredient delivery system.

Vice President, Operations – Degussa Food Ingredients
Directed manufacturing operations in the Americas and Europe, generating $270 million in revenue for a global supplier of dairy, flavor and texturant ingredients. Responsible for all aspects of production, purchasing, QA, logistics, engineering, EHS, maintenance and capital programs for fourteen sites.

SENSIENT TECHNOLOGIES, Milwaukee, WI. **1984 - 1998**
Formerly Universal Foods, a $1 billion food ingredient manufacturer.

Vice President, Operations - Red Star BioProducts Division
Responsible for five NAFTA manufacturing plants generating $65 million in yeast extract and HVP sales.

Director of Corporate Training and Development
Director of Engineering and International Technical Services
Division Engineering Manager - Red Star Yeast Division
R&D Engineer

B.S. Chemical Engineering
University of Arkansas

B.S. Biology
University of Kansas

City of Pittsburg
Forward Together.

PUBLIC WORKS
201 W 4th Street
Pittsburg, KS 66762

P: (620) 231-4100
www.pittks.org

Interoffice Memorandum

To:	Daron Hall, City Manager
CC:	Tammy Nagel, City Clerk; Dexter Neisler, Zoning Administrator
From:	DeAnna Goering, Secretary, Planning Commission/Board of Zoning Appeals
Date:	December 4, 2025
Subject:	Agenda Item – December 9, 2025 Re-appointment to the Planning Commission/Board of Zoning Appeals

The Planning Commission/Board of Zoning Appeals shall consist of seven (7) members.

Dr. Steve Scott has completed his first term a member of the Planning Commission/Board of Zoning Appeals.

Therefore, staff recommends that the City Commission re-appoint Dr. Scott to the Planning Commission/Board of Zoning Appeals.

In this regard, would you place this item on the agenda for the City Commission meeting scheduled for December 9, 2025.

Requested Action: For the Governing Body to approve or disapprove the appointment of Dr. Steve Scott to the Planning Commission/Board of Zoning Appeals to serve a second three-year term.

If you have any questions regarding this matter, please feel free to contact me at 620-230-5551.

Sincerely,

DeAnna Goering

DeAnna Goering
Secretary, Planning Commission/Board of Zoning Appeals

Attachments:
Dr. Steve Scott – Application for Re-appointment

City of
Pittsburg
Forward Together.

RECEIVED
0 3 2025
Pittsburg City Clerk

Board of Zoning Appeals / Planning Commission

APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Commission and made available to the press and public.

[X] I am a current member seeking reappointment to the Commission.

[ ] I am seeking a first term as a member of the Commission.

Name: Steven A. Scott

Home Address: 905 Cedar Lane Pittsburg, KS 66762

Mailing Address: 905 Cedar Lane Pittsburg, KS 66762

Occupation: Retired

Business Address:

Home Telephone: 620-875-6045

Business Telephone:

E-mail: sascott904@gmail.com

Are you a resident of Pittsburg? Y If yes, how long have you lived in Pittsburg: 35 years

Current occupation (within last 12 months): Retired

Business interest in the last 12 months: None

Previous Committee/Commission Experience: Board of Zoning Appeals/Planning Commission - current member

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application.

BS and EdS from Pitt State; MS and EdD from Oklahoma State

Professional and/or community service activities:

Governor appointee to Kansas Sports Hall of Fame; American Bank Advisory Board; KU Cancer Center Community Advisory Board.

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute:

For the opportunity to give back to the community that has given so much to me.

The Board of Zoning Appeals / Planning Commission meets at the Law Enforcement Center (201 North Pine) at 5:30 p.m. on the 4th Monday of each month. Appointment to this position may require you to file a Conflict of Interest Disclosure Statement, which is a public record.

Signature of Applicant:

Date: 10/22/2025

If you have any questions regarding the appointment procedure, please contact the City Clerk by phone at (620)230-5532 or by email at tammy.nagel@pittks.org.

Please return your completed application by **Noon** on **December 3, 2024.**

Applications may be submitted:

1. By mail: The City of Pittsburg
Attn: City Clerk
PO Box 688
Pittsburg, Kansas 66762
2. In person at City Hall (201 West 4th Street), or
3. By email to tammy.nagel@pittks.org

VENDOR SET: 99 City of Pittsburg, KS
BANK: * ALL BANKS
DATE RANGE:11/05/2025 THRU 12/01/2025

VENDOR I.D.	NAME		STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8183	TOAST, LLC								
8183	TOAST, LLC								
C-CHECK	TOAST, LLC	VOIDED	V	11/06/2025			198535		283.47CR
C-CHECK	VOID CHECK		V	11/13/2025			198550		
C-CHECK	VOID CHECK		V	11/13/2025			198551		
1	JOHNSON, REGINA	VOIDED							
1	JOHNSON, REGINA	VOIDED							
C-CHECK	JOHNSON, REGINA	VOIDED	V	11/13/2025			198555		160.00CR
C-CHECK	VOID CHECK		V	11/20/2025			198571		
C-CHECK	VOID CHECK		V	11/20/2025			198572		
C-CHECK	VOID CHECK		V	11/20/2025			198585		
C-CHECK	VOID CHECK		V	11/20/2025			198586		
C-CHECK	VOID CHECK		V	11/20/2025			198587		
C-CHECK	VOID CHECK		V	11/20/2025			198588		
C-CHECK	VOID CHECK		V	11/20/2025			198589		
C-CHECK	VOID CHECK		V	11/20/2025			198590		
C-CHECK	VOID CHECK		V	11/20/2025			198591		
C-CHECK	VOID CHECK		V	11/20/2025			198592		
1616	CITY OF PITTSBURG								
1616	CITY OF PITTSBURG								
C-CHECK	CITY OF PITTSBURG	VOIDED	V	11/21/2025			198593		182.00CR
C-CHECK	VOID CHECK		V	11/26/2025			198619		
C-CHECK	VOID CHECK		V	11/26/2025			198620		

* * 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:	17	VOID DEBITS	0.00			
		VOID CREDITS	625.47CR	625.47CR	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: * TOTALS:	17	625.47CR	0.00	0.00
BANK: * TOTALS:	17	625.47CR	0.00	0.00

VENDOR SET: 99 City of Pittsburg, KS
BANK: 80144 BMO HARRIS BANK
DATE RANGE:11/05/2025 THRU 12/01/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3079	COMMERCE BANK	D	11/26/2025			000000		97,012.55
8526	HEALTH PLANS, INC	D	11/07/2025			000000		76,583.85
0748	CONRAD FIRE EQUIPMENT	E	11/07/2025			027997		1,310.55
1478	KANSASLAND TIRE #1828	E	11/07/2025			027998		333.52
7392	ASSURECO RISK MANAGEMENT & REG	E	11/07/2025			027999		350.00
7994	ASBELL TRUCKING INC	E	11/07/2025			028000		156.25
8205	MRI SOFTWARE LLC	E	11/07/2025			028001		1,863.84
8237	BETTIS ASPHALT & CONST INC	E	11/07/2025			028002		58,738.49
8699	SCHILTZ LAWN AND GARDEN LLC	E	11/07/2025			028003		12.50
8782	ED MILLER AUTO SUPPLY	E	11/07/2025			028004		735.20
8820	THE CHARLES MACHINE WORKS, INC	E	11/07/2025			028005		1,866.98
8882	FIRST RESPONDER OUTFITTERS, IN	E	11/07/2025			028006		505.06
8951	TANYA SMITH	E	11/07/2025			028007		5.00
9013	STEBBINS, TIMOTHY D.	E	11/07/2025			028008		1,000.00
9070	BRANCO ENTERPRISES, INC.	E	11/07/2025			028009		416,558.00
9093	LET'S PARTY EQUIPMENT RENTALS	E	11/07/2025			028010		300.00
9097	CROSSLAND HEAVY CONTRACTORS, I	E	11/07/2025			028011		4,560,957.17
9123	OWN, INC.	E	11/07/2025			028012		31,550.00
0044	CRESTWOOD COUNTRY CLUB	E	11/07/2025			028013		415.00
0046	ETTINGERS OFFICE SUPPLY	E	11/07/2025			028014		1,371.85
0054	JOPLIN SUPPLY COMPANY	E	11/07/2025			028015		1,157.23
0055	JOHN'S SPORT CENTER, INC.	E	11/07/2025			028016		216.58

VENDOR SET: 99 City of Pittsburg, KS
BANK: 80144 BMO HARRIS BANK
DATE RANGE:11/05/2025 THRU 12/01/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0101	BUG-A-WAY INC	E	11/07/2025			028017		160.00
0133	JIM RADELL CONSTRUCTION COMPAN	E	11/07/2025			028018		19,268.21
0194	KANSAS STATE TREASURER	E	11/07/2025			028019		3,155.50
0294	COPY PRODUCTS, INC.	E	11/07/2025			028020		1,424.42
0328	KANSAS ONE-CALL SYSTEM, INC	E	11/07/2025			028021		316.54
0409	WISEMAN'S DISCOUNT TIRE INC	E	11/07/2025			028022		54.54
0597	CORNEJO & SONS LLC	E	11/07/2025			028023		533.81
0650	HOME CENTER CONSTRUCTION	E	11/07/2025			028024		13,845.00
0661	SAFETY-KLEEN SYSTEMS INC	E	11/07/2025			028025		622.20
0746	CDL ELECTRIC COMPANY INC	E	11/07/2025			028026		2,687.01
0753	COUNTY OF CRAWFORD	E	11/07/2025			028027		400.00
1199	SCURLOCK INDUSTRIES OF NORTH M	E	11/07/2025			028028		4,686.00
1657	CRAWFORD COUNTY HEALTH DEPT	E	11/07/2025			028029		50.00
1733	BMI, INC	E	11/07/2025			028030		382.66
1792	B&L WATERWORKS SUPPLY, LLC	E	11/07/2025			028031		5,017.88
2035	O'BRIEN ROCK CO., INC.	E	11/07/2025			028032		2,719.75
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	11/07/2025			028033		1,533.93
2921	DATAPROSE LLC	E	11/07/2025			028034		5,759.28
3261	PITTSBURG AUTO GLASS	E	11/07/2025			028035		380.00
4618	TRESA LYNNE MILLER	E	11/07/2025			028036		423.00
5014	MID-AMERICA SANITATION INC.	E	11/07/2025			028037		244.78
5275	US LIME COMPANY-ST CLAIR	E	11/07/2025			028038		12,773.12

VENDOR SET: 99 City of Pittsburg, KS
BANK: 80144 BMO HARRIS BANK
DATE RANGE:11/05/2025 THRU 12/01/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5855	STERICYCLE, INC.	E	11/07/2025			028039		202.79
5883	SPROULS CONSTRUCTION INC	E	11/07/2025			028040		1,031.25
6209	MYTOWN MEDIA	E	11/07/2025			028041		200.00
6936	HAWKINS INC	E	11/07/2025			028042		8,000.76
7023	BLEVINS ASPHALT CONSTRUCTION C	E	11/07/2025			028043		918.84
7038	SIGNET COFFEE ROASTERS	E	11/07/2025			028044		284.00
7407	LIMELIGHT MARKETING LLC	E	11/07/2025			028045		660.00
7480	RODGER PETRAIT	E	11/07/2025			028046		50.00
7629	EARLES ENGINEERING & INSPECTIO	E	11/07/2025			028047		121,425.24
7749	CHARLIE PHILLIPS	E	11/07/2025			028048		148.00
7754	WILLOW TREE WEAVING	E	11/07/2025			028049		28.00
7793	QUEENB TELEVISION OF KANSAS/MI	E	11/07/2025			028050		1,945.00
7806	CORE & MAIN LP	E	11/07/2025			028051		397.74
7852	TRIA HEALTH, LLC	E	11/07/2025			028052		1,449.86
7995	HERITAGE TRACTOR INC	E	11/07/2025			028053		118.52
8103	ANDY ROBERTS	E	11/07/2025			028054		72.00
8200	PLUNKETT'S PEST CONTROL INC	E	11/07/2025			028055		646.36
8457	PENSKE COMMERCIAL VEHICLES US,	E	11/07/2025			028056		3,253.37
8535	HEALTH PLANS, INC	E	11/07/2025			028057		51,266.10
8649	UPLINK, LLC	E	11/07/2025			028058		21.00
8732	BRANDON SPEAR	E	11/07/2025			028059		75.00
8879	DEREK MCNAUGHT	E	11/07/2025			028060		50.00

VENDOR SET: 99 City of Pittsburg, KS
BANK: 80144 BMO HARRIS BANK
DATE RANGE:11/05/2025 THRU 12/01/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
9137	MUNINGER, GABRIELLE	E	11/07/2025			028061		6.00
9138	GATES, KYLI RAE	E	11/07/2025			028062		6.00
9145	LEE, CLIFFORD	E	11/07/2025			028063		1,000.00
6528	GALE GROUP/CENGAGE	E	11/14/2025			028064		18.39
8202	PETROLEUM TRADERS CORPORATION	E	11/14/2025			028065		21,023.69
8467	WASTE CORPORATION OF KANSAS, L	E	11/14/2025			028066		10,485.51
8775	PITTSBURG INVESTORS, LLC	E	11/14/2025			028067		3,932.21
8882	FIRST RESPONDER OUTFITTERS, IN	E	11/14/2025			028068		1,071.72
9154	CHRISTMAS DONE BRIGHT INC	E	11/14/2025			028069		3,919.60
0046	ETTINGERS OFFICE SUPPLY	E	11/14/2025			028070		819.04
0087	FORMS ONE, LLC	E	11/14/2025			028071		170.00
0101	BUG-A-WAY INC	E	11/14/2025			028072		30.00
0364	CRAWFORD COUNTY SHERIFF'S DEPA	E	11/14/2025			028073		3,225.00
0505	SIRCHIE ACQUISITION CO LLC	E	11/14/2025			028074		114.14
0577	KANSAS GAS SERVICE	E	11/14/2025			028075		208.16
0597	CORNEJO & SONS LLC	E	11/14/2025			028076		1,729.22
0746	CDL ELECTRIC COMPANY INC	E	11/14/2025			028077		6,143.43
1165	NATIONAL BAND & TAG CO	E	11/14/2025			028078		97.71
4307	HENRY KRAFT, INC.	E	11/14/2025			028079		129.26
5014	MID-AMERICA SANITATION INC.	E	11/14/2025			028080		85.00
5396	MIDWEST REGIONAL BALLET, LLC	E	11/14/2025			028081		12,179.68
6175	HENRY C MENGHINI	E	11/14/2025			028082		295.60

VENDOR SET: 99 City of Pittsburg, KS
BANK: 80144 BMO HARRIS BANK
DATE RANGE:11/05/2025 THRU 12/01/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7127	UNIQUE MANAGEMENT SERVICES, IN	E	11/14/2025			028083		23.30
7629	EARLES ENGINEERING & INSPECTIO	E	11/14/2025			028084		1,560.00
7652	DEANNA GOERING	E	11/14/2025			028085		409.21
7655	HW ACQUISITIONS, PA	E	11/14/2025			028086		2,202.10
8649	UPLINK, LLC	E	11/14/2025			028087		27.00
8680	POINT FORWARD INC.	E	11/14/2025			028088		103,800.00
0748	CONRAD FIRE EQUIPMENT	E	11/21/2025			028089		460.24
6495	CIVICPLUS, LLC	E	11/21/2025			028090		4,347.00
6498	STEPHEN J. PETRIE	E	11/21/2025			028091		424.28
6524	ELLIOTT EQUIPMENT COMPANY	E	11/21/2025			028092		2,946.73
7804	MARTIN PROFESSIONAL, LLC	E	11/21/2025			028093		3,012.60
7994	ASBELL TRUCKING INC	E	11/21/2025			028094		312.50
8237	BETTIS ASPHALT & CONST INC	E	11/21/2025			028095		10,510.91
8275	ADCOMP SYSYEMS INC	E	11/21/2025			028096		80.00
8708	NOTCH 8, LLC	E	11/21/2025			028097		42,752.82
8782	ED MILLER AUTO SUPPLY	E	11/21/2025			028098		191.77
8841	STAR WHOLESALE SUPPLY CO INC	E	11/21/2025			028099		249.50
8882	FIRST RESPONDER OUTFITTERS, IN	E	11/21/2025			028100		496.00
9040	MERCY HOSPITAL PITTSBURG, INC	E	11/21/2025			028101		105.00
9111	MULTISPORTS, LLC	E	11/21/2025			028102		15,520.00
9147	LAFAYETTE INSTRUMENT ACQUISITI	E	11/21/2025			028103		9,485.00
0046	ETTINGERS OFFICE SUPPLY	E	11/21/2025			028104		223.96

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0054	JOPLIN SUPPLY COMPANY	E	11/21/2025			028105		3,643.92
0055	JOHN'S SPORT CENTER, INC.	E	11/21/2025			028106		1,038.89
0087	FORMS ONE, LLC	E	11/21/2025			028107		492.47
0101	BUG-A-WAY INC	E	11/21/2025			028108		90.00
0276	JOE SMITH COMPANY, INC.	E	11/21/2025			028109		176.58
0292	UNIFIRST CORPORATION	E	11/21/2025			028110		117.66
0317	KUNSHEK CHAT & COAL CO, INC.	E	11/21/2025			028111		10,219.46
0332	PITTCRAFT PRINTING INC	E	11/21/2025			028112		140.00
0409	WISEMAN'S DISCOUNT TIRE INC	E	11/21/2025			028113		10.95
0577	KANSAS GAS SERVICE	E	11/21/2025			028114		422.03
0597	CORNEJO & SONS LLC	E	11/21/2025			028115		340.49
0659	PAYNES INC	E	11/21/2025			028116		3,203.01
0746	CDL ELECTRIC COMPANY INC	E	11/21/2025			028117		100.08
0753	COUNTY OF CRAWFORD	E	11/21/2025			028118		400.00
0823	TOUCHTON ELECTRIC INC	E	11/21/2025			028119		40.00
0866	AVFUEL CORPORATION	E	11/21/2025			028120		23,528.72
1792	B&L WATERWORKS SUPPLY, LLC	E	11/21/2025			028121		6,619.58
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	11/21/2025			028122		1,185.09
2707	THE LAWNSCAPE COMPANY, INC.	E	11/21/2025			028123		1,077.50
2767	BRENNTAG SOUTHWEST, INC	E	11/21/2025			028124		3,992.00
2960	PACE ANALYTICAL SERVICES LLC	E	11/21/2025			028125		1,430.40
3126	W.W. GRAINGER, INC	E	11/21/2025			028126		91.11

VENDOR SET: 99 City of Pittsburg, KS
BANK: 80144 BMO HARRIS BANK
DATE RANGE:11/05/2025 THRU 12/01/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4307	HENRY KRAFT, INC.	E	11/21/2025			028127		200.02
5049	CRH COFFEE INC	E	11/21/2025			028128		58.90
5420	AQUIONICS INC	E	11/21/2025			028129		5,939.69
5640	WELLPATH LLC	E	11/21/2025			028130		18.00
6402	BEAN'S TOWING & AUTO BODY	E	11/21/2025			028131		1,068.94
6936	HAWKINS INC	E	11/21/2025			028132		7,513.50
7167	QUADIENT LEASING USA INC	E	11/21/2025			028133		1,111.74
7620	POMP'S TIRE SERVICE INC	E	11/21/2025			028134		2,000.43
7629	EARLES ENGINEERING & INSPECTIO	E	11/21/2025			028135		15,251.10
7963	PLAYSCAPE RECREATION	E	11/21/2025			028136		933.33
7995	HERITAGE TRACTOR INC	E	11/21/2025			028137		575.66
8132	MIKE CARPINO FORD PITTSBURG IN	E	11/21/2025			028138		77.94
8206	LINDE INC	E	11/21/2025			028139		4,515.50
7100	FIRST UNITED METHODIST CHURCH	E	11/21/2025			028140		5,000.00
1478	KANSASLAND TIRE #1828	E	11/26/2025			028141		77.50
8237	BETTIS ASPHALT & CONST INC	E	11/26/2025			028142		5,599.51
8782	ED MILLER AUTO SUPPLY	E	11/26/2025			028143		32.10
8799	5 STAR TRANSFERS, LLC DBA FIRS	E	11/26/2025			028144		1,849.25
9122	HODGES, JEFF	E	11/26/2025			028145		40,000.00
9123	OWN, INC.	E	11/26/2025			028146		320.00
9157	KANSAS CROSSING HOTEL, L.C.	E	11/26/2025			028147		3,937.02
0046	ETTINGERS OFFICE SUPPLY	E	11/26/2025			028148		167.97

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0207	PEPSI-COLA BOTTLING CO OF PITT	E	11/26/2025			028149		184.50
0317	KUNSHEK CHAT & COAL CO, INC.	E	11/26/2025			028150		1,045.18
0650	HOME CENTER CONSTRUCTION	E	11/26/2025			028151		8,580.00
1792	B&L WATERWORKS SUPPLY, LLC	E	11/26/2025			028152		201.20
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	11/26/2025			028153		3,629.54
4307	HENRY KRAFT, INC.	E	11/26/2025			028154		108.74
5014	MID-AMERICA SANITATION INC.	E	11/26/2025			028155		295.38
5275	US LIME COMPANY-ST CLAIR	E	11/26/2025			028156		12,668.12
5855	STERICYCLE, INC.	E	11/26/2025			028157		270.95
7122	HYSPECO, INC	E	11/26/2025			028158		187.80
7151	QUADIENT FINANCE USA INC	E	11/26/2025			028159		1,300.00
7427	OLSSON INC	E	11/26/2025			028160		113.75
7839	VISION SERVICE PLAN INSURANCE	E	11/26/2025			028161		2,280.56
7995	HERITAGE TRACTOR INC	E	11/26/2025			028162		44.52
8132	MIKE CARPINO FORD PITTSBURG IN	E	11/26/2025			028163		195.75
8337	BLACKSTONE AUDIO, INC.	E	11/26/2025			028164		440.40
8605	WOODRIVER ENERGY LLC	E	11/26/2025			028165		169.05
1	DOLLAR GENERAL	V	11/19/2021			190111		40.00
1	DOLLAR GENERAL UNPOST							
1	DOLLAR GENERAL UNPOST							
M-CHECK	DOLLAR GENERAL UNPOST	V	11/20/2025			190111		40.00CR
1	CRAFTON, SARAH	V	9/16/2022			192071		20.00
1	CRAFTON, SARAH UNPOST							
1	CRAFTON, SARAH UNPOST							
M-CHECK	CRAFTON, SARAH UNPOST	V	11/05/2025			192071		20.00CR

VENDOR I.D.	NAME		STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1	DOLLAR GENERAL		V	12/21/2022			192615		60.00
1	DOLLAR GENERAL	UNPOST							
1	DOLLAR GENERAL	UNPOST							
M-CHECK	DOLLAR GENERAL	UNPOST	V	11/20/2025			192615		60.00CR
1	DOLLAR GENERAL - OVERPAY		V	11/16/2023			194470		20.00
1	DOLLAR GENERAL - OVERPAY	UNPOST							
1	DOLLAR GENERAL - OVERPAY	UNPOST							
M-CHECK	DOLLAR GENERAL - OVERPAY	UNPOST	V	11/20/2025			194470		20.00CR
9112	EPLEY, DAVID		R	11/05/2025			198505		4,400.00
6154	4 STATE MAINTENANCE SUPPLY INC		R	11/06/2025			198506		270.01
0516	AMERICAN CONCRETE CO INC		R	11/06/2025			198507		928.00
8475	AMERICAN LAWN & LANDSCAPE, INC		R	11/06/2025			198508		350.00
1	ANDERSON, MELISSA		R	11/06/2025			198509		200.00
8222	BLACK DOG PRODUCTIONS LLC		R	11/06/2025			198510		135.00
5966	BERRY COMPANIES, INC.		R	11/06/2025			198511		723.28
8278	GERSON BOCANEGRA		R	11/06/2025			198512		25.00
8755	CAROL GOOD		R	11/06/2025			198513		99.00
7279	CLAYTON HOLDINGS, LLC		R	11/06/2025			198514		37,919.83
5759	COMMUNITY HEALTH CENTER OF SEK		R	11/06/2025			198515		90.00
4263	COX COMMUNICATIONS KANSAS LLC		R	11/06/2025			198516		110.20
4263	COX COMMUNICATIONS KANSAS LLC		R	11/06/2025			198517		91.08
4263	COX COMMUNICATIONS KANSAS LLC		R	11/06/2025			198518		445.80
4263	COX COMMUNICATIONS KANSAS LLC		R	11/06/2025			198519		708.86
1	CR CO NOXIOUS WEED DEPT		R	11/06/2025			198520		350.00

VENDOR SET: 99 City of Pittsburg, KS
BANK: 80144 BMO HARRIS BANK
DATE RANGE:11/05/2025 THRU 12/01/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1	CRAFTON, SARAH	R	11/06/2025			198521		20.00
9072	CRYSTAL L THOMPSON	R	11/06/2025			198522		405.00
6985	DARRICK DEGRUSON	R	11/06/2025			198523		120.99
1	EKGFOA	R	11/06/2025			198524		50.00
8430	EQUIPMENTSHARE.COM, INC	R	11/06/2025			198525		1,576.42
1108	EVERGY KANSAS CENTRAL INC	R	11/06/2025			198526		25,389.91
3305	FBI - LEEDA	R	11/06/2025			198527		1,590.00
6923	HUGO'S INDUSTRIAL SUPPLY INC	R	11/06/2025			198528		136.82
0845	JOCK'S NITCH	R	11/06/2025			198529		4,353.00
1704	AMERICAN MEDIA INVESTMENTS	R	11/06/2025			198530		600.00
1	KROENKE, BILL	R	11/06/2025			198531		8,050.00
8505	PITTSBURG PUBLISHING COMPANY,	R	11/06/2025			198532		145.10
0397	PITTSBURG POLICE DEPT	R	11/06/2025			198533		400.00
0188	SECRETARY OF STATE	R	11/06/2025			198534		50.00
8183	TOAST, LLC	V	11/06/2025			198535		283.47
8183	TOAST, LLC							
8183	TOAST, LLC							
M-CHECK	TOAST, LLC VOIDED	V	11/06/2025			198535		283.47CR
6260	TRANE	R	11/06/2025			198536		269.70
8715	USA BLUEBOOK	R	11/06/2025			198537		5,536.75
7442	UNIFIED SCHOOL DISTRICT #250-C	R	11/06/2025			198538		15.00
5589	CELLCO PARTNERSHIP	R	11/06/2025			198539		97.88
7878	MARK A WERNER	R	11/06/2025			198540		112.50

VENDOR SET: 99 City of Pittsburg, KS
BANK: 80144 BMO HARRIS BANK
DATE RANGE:11/05/2025 THRU 12/01/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8948	WHITELY RUSTIC NEST	R	11/06/2025			198541		14.00
0516	AMERICAN CONCRETE CO INC	R	11/13/2025			198542		2,747.50
1	BALOS, BRENDA	R	11/13/2025			198543		580.00
8278	GERSON BOCANEGRA	R	11/13/2025			198544		25.00
6545	CENTER POINT INC	R	11/13/2025			198545		27.75
4263	COX COMMUNICATIONS KANSAS LLC	R	11/13/2025			198546		62.98
4263	COX COMMUNICATIONS KANSAS LLC	R	11/13/2025			198547		78.21
9072	CRYSTAL L THOMPSON	R	11/13/2025			198548		402.50
8791	ENTERPRISE FM TRUST	R	11/13/2025			198549		68,269.05
3305	FBI - LEEDA	R	11/13/2025			198552		1,590.00
6809	RICHARD GILMORE	R	11/13/2025			198553		3,691.00
8935	CURTISS E & KRIS HEMBY	R	11/13/2025			198554		627.81
1	JOHNSON, REGINA	V	11/13/2025			198555		160.00
1	JOHNSON, REGINA VOIDED							
1	JOHNSON, REGINA VOIDED							
M-CHECK	JOHNSON, REGINA VOIDED	V	11/13/2025			198555		160.00CR
8377	LONGAN CONSTRUCTION COMPANY	R	11/13/2025			198556		1,273.75
8505	PITTSBURG PUBLISHING COMPANY,	R	11/13/2025			198557		20.00
8507	PITTSBURG PUBLISHING COMPANY,	R	11/13/2025			198558		60.00
6377	SOUTHEAST KANSAS RECYCLING CEN	R	11/13/2025			198559		50.00
8872	TOTAL COMMUNICATIONS, INC.	R	11/13/2025			198560		463.50
6260	TRANE	R	11/13/2025			198561		900.00
8657	VERIZON CONNECT FLEET USA LLC	R	11/13/2025			198562		1,180.59

VENDOR SET: 99 City of Pittsburg, KS
BANK: 80144 BMO HARRIS BANK
DATE RANGE:11/05/2025 THRU 12/01/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5589	CELLCO PARTNERSHIP	R	11/13/2025			198563		369.62
0674	WILBERT SCREEN PRINTING INC	R	11/13/2025			198564		316.25
9155	NICE LIFE INC	R	11/13/2025			198565		5,020.65
6154	4 STATE MAINTENANCE SUPPLY INC	R	11/20/2025			198566		109.62
0516	AMERICAN CONCRETE CO INC	R	11/20/2025			198567		1,026.50
8278	GERSON BOCANEGRA	R	11/20/2025			198568		25.00
1	BOCKOVER, CHELSEA	R	11/20/2025			198569		25.00
7657	COPY PRODUCTS, INC.	R	11/20/2025			198570		1,373.00
9072	CRYSTAL L THOMPSON	R	11/20/2025			198573		392.50
0375	WICHITA WATER CONDITIONING	R	11/20/2025			198574		11.50
8837	CUSTODIAL CLEANING LLC	R	11/20/2025			198575		540.00
1108	EVERGY KANSAS CENTRAL INC	R	11/20/2025			198576		2,329.69
4059	PSU - PRINTING & DESIGN SERVI	R	11/20/2025			198577		150.81
4108	INLAND TRUCK PARTS CO	R	11/20/2025			198578		7,445.30
1	KONEK, NANCEY	R	11/20/2025			198579		200.00
8768	MARK MCATEE	R	11/20/2025			198580		2,626.64
8505	PITTSBURG PUBLISHING COMPANY,	R	11/20/2025			198581		159.00
1	PETES OF ERIE, INC	R	11/20/2025			198582		40.00
9022	HANIKA, JON M	R	11/20/2025			198583		249,000.00
5589	CELLCO PARTNERSHIP	R	11/20/2025			198584		26,192.98
1616	CITY OF PITTSBURG	V	11/21/2025			198593		182.00
1616	CITY OF PITTSBURG							
1616	CITY OF PITTSBURG							
M-CHECK	CITY OF PITTSBURG VOIDED	V	11/21/2025			198593		182.00CR

VENDOR SET: 99 City of Pittsburg, KS
BANK: 80144 BMO HARRIS BANK
DATE RANGE:11/05/2025 THRU 12/01/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
9022	HANIKA, JON M	R	11/21/2025			198594		62,579.25
1616	CITY OF PITTSBURG	R	11/21/2025			198595		182.00
6154	4 STATE MAINTENANCE SUPPLY INC	R	11/25/2025			198596		98.80
0516	AMERICAN CONCRETE CO INC	R	11/25/2025			198597		675.00
5561	AT&T MOBILITY	R	11/25/2025			198598		155.33
9159	BAR - K RANCH & CO LLC	R	11/25/2025			198599		34,517.00
5480	BITNER MOTORS	R	11/25/2025			198600		47.80
1	CB HOMES	R	11/25/2025			198601		1,655.90
1	CB HOMES	R	11/25/2025			198602		2,150.00
4373	CHILDREN'S ADVOCACY CENTER	R	11/25/2025			198603		5,028.00
5759	COMMUNITY HEALTH CENTER OF SEK	R	11/25/2025			198604		380.00
9072	CRYSTAL L THOMPSON	R	11/25/2025			198605		240.00
1	DOLLAR GENERAL	R	11/25/2025			198606		40.00
1	DOLLAR GENERAL	R	11/25/2025			198607		60.00
1	DOLLAR GENERAL - OVERPAY	R	11/25/2025			198608		20.00
7493	EMERY SAPP & SONS INC	R	11/25/2025			198609		1,369,557.37
8430	EQUIPMENTSHARE.COM, INC	R	11/25/2025			198610		481.14
0226	KDOR LIQUOR TAX	R	11/25/2025			198611		116.91
8460	MARMIC FIRE AND SAFETY	R	11/25/2025			198612		1,064.87
8506	PITTSBURG PUBLISHING COMPANY L	R	11/25/2025			198613		190.99
8505	PITTSBURG PUBLISHING COMPANY,	R	11/25/2025			198614		20.00
1	PITTSBURG PORT AUTHORITY	R	11/25/2025			198615		576.30

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0188	SECRETARY OF STATE	R	11/25/2025			198616		25.00
9152	VALTEC HYDRAULICS, INC	R	11/25/2025			198617		5,707.04
1108	EVERGY KANSAS CENTRAL INC	R	11/26/2025			198618		68,595.36

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	99			2,029,832.36	0.00	2,029,346.89
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	2			173,596.40	0.00	173,596.40
EFT:	169			5,800,237.44	0.00	5,800,237.44
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	7	VOID DEBITS	140.00			
		VOID CREDITS	765.47CR	625.47CR	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: 80144TOTALS:	277	8,003,180.73	0.00	8,003,180.73
BANK: 80144 TOTALS:	277	8,003,180.73	0.00	8,003,180.73

VENDOR SET: 99 City of Pittsburg, KS
BANK: FYI FOSTER YOUTH INDEPENDENCE
DATE RANGE:11/05/2025 THRU 12/01/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4636	EVERGY KANSAS CENTRAL INC. (HA	R	12/01/2025			198627		116.00

* * TOTALS * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1			116.00	0.00	116.00
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:	0	VOID DEBITS	0.00			
		VOID CREDITS	0.00	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: FYI TOTALS:	1	116.00	0.00	116.00
BANK: FYI TOTALS:	1	116.00	0.00	116.00

VENDOR SET: 99 City of Pittsburg, KS
BANK: HAP BMO HARRIS BANK-HAP
DATE RANGE:11/05/2025 THRU 12/01/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4636	EVERGY KANSAS CENTRAL INC. (HA	R	12/01/2025			198621		1,133.73
8177	MISSISSIPPI REGIONAL HOUSING A	R	12/01/2025			198622		2,175.38
8427	RENT-MOORE LLC	R	12/01/2025			198623		2,880.62
0472	LARRY SPRESSER	R	12/01/2025			198624		442.00

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	4			6,631.73	0.00	6,631.73
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:	0	VOID DEBITS	0.00			
		VOID CREDITS	0.00	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: HAP TOTALS:	4	6,631.73	0.00	6,631.73
BANK: HAP TOTALS:	4	6,631.73	0.00	6,631.73

VENDOR SET: 99 City of Pittsburg, KS
BANK: SV BMO HARRIS BANK - SV
DATE RANGE:11/05/2025 THRU 12/01/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4636	EVERGY KANSAS CENTRAL INC. (HA	R	12/01/2025			198625		93.00

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1			93.00	0.00	93.00
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:	0	VOID DEBITS	0.00			
		VOID CREDITS	0.00	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: SV TOTALS:	1	93.00	0.00	93.00
BANK: SV TOTALS:	1	93.00	0.00	93.00

VENDOR SET: 99 City of Pittsburg, KS
BANK: TBRA BMO HARRIS BANK-TBRA
DATE RANGE:11/05/2025 THRU 12/01/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8427	RENT-MOORE LLC	R	12/01/2025			198626		800.00

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1			800.00	0.00	800.00
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:	0	VOID DEBITS	0.00			
		VOID CREDITS	0.00	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: TBRA TOTALS:	1	800.00	0.00	800.00
BANK: TBRA TOTALS:	1	800.00	0.00	800.00
REPORT TOTALS:	284	8,010,821.46	0.00	8,010,821.46

Passed and Approved this 9th day of December, 2025.

______________________________, Mayor

Attest:

____
Tammy Nagel, City Clerk

City of Pittsburg
Forward Together.

ADMINISTRATION
201 West 4th Street · Pittsburg KS 66762
(620) 231-4100
www.pittks.org

To: Daron Hall, City Manager

From: Missy Scott, Director of Finance

Date: November 19, 2025

Subject: Budget Amendment for 2025

To meet State requirements for submission of the budget, the City Manager presents the budget to the City Commission in July for the next year. Every year there are circumstances that arise throughout that timeframe that require amendments to the City's budget. These changes must be submitted to the State as an amended budget certificate.

The City of Pittsburg's 2025 Adopted Budget requires an amendment to two funds as follows:

- Section 8 – increase the budget from $2,012,149 to $2,150,110. The increase is due to the expansion of Section 8 programs.
- Sanitation Utility – increase the budget from $704,926 to $1,175,000. The increase is due to continued growth to the city-provided solid waste collection service option for residents.

Per Kansas statute, staff is requesting that there be a public hearing on the December 9, 2025 City Commission meeting regarding amending the City's 2025 budget and that the 2025 proposed budget amendment (attached) be adopted and that the amended budget certificate be signed by the Mayor.

Please include these items on the City Commission agenda for December 9, 2025.

State of Kansas
Amendment

2025

Amended
Certificate
For Fiscal Year 2025

To the Clerk of Crawford, State of Kansas
We, the undersigned, duly elected, qualified, and acting officers of
City of Pittsburg
certify that: (1) the hearing mentioned in the attached publication was held;(2) after the Budget Hearing this Budget was duly approved and adopted as the maximum expenditure for the various funds for the year.

Table of Contents:		Page No.	Amount of 2024 Tax Levied	2025 Amended Budget Adopted 2025 Expenditures	Proposed Amended 2025 Expenditures
Fund	**K.S.A.**				
Sanitation				704,926	1,175,000
Section 8 Housing				2,012,149	2,150,110
Totals		xxxxxxxxx	0	2,717,075	3,325,110
Summary of Amendments		0			

Attested date:_____________

County Clerk

Assisted by:

Address:

Email:

Governing Body

CPA Summary

State of Kansas
Amendment

2025

Notice of Budget Hearing for Amending the
2025 Budget
The governing body of
City of Pittsburg
will meet on the day of December 9, 2025 at 5:30 PM CST at for the purpose of hearing and answering objections of taxpayers relating to the proposed amended use of funds.

Detailed budget information is available at City Hall, 201 W 4th St., Pittsburg KS 66762 and will be available at this hearing.

Summary of Amendments

	2025 Adopted Budget			2025
Fund	Actual Mill Rate	Amount of Tax Levied	Expenditures	Proposed Amended Expenditures
Sanitation			704,926	1,175,000
Section 8 Housing			2,012,149	2,150,110
			0	0
			0	0
			0	0
			0	0

Missy Scott
Official Title: Director of Finance

Page No.

For Rent

Two bedroom two bath duplex. Recently remodeled. CA/CH. Large family room. Large kitchen with appliances and area for dinette set. Laundry room. One car garage. NO PETS ALLOWED.
Call 620-249-4308

For Rent

House for Rent in the country at 5705 NW 20th, Scammon, KS 66762
1 ¼ miles south of Gay Perita. Send background investigation and references to above address.

$700 per month and $700 deposit.
Water included.

For Rent

House for Rent 2 Bed Country Home/ Frontenac 3 Bedroom 620-347-8542

For Sale

HOUSE AND 1 ACRE IN COLUMBUS KANSAS- NICE PLACE - MAKE OFFER-CALL HERMAN (539)577-1071

For Sale

Place your 25-word classified in the Kansas Press Association and 135 more newspapers for only $300/ week. Find employees, sell your home or your car. Call the Kansas Press Association @ 785-271-5304 today!

Garage Sale

Tools, Household, 4-2 wheel trailers, Furniture 8 blocks East of Hortons Pizza Plus to Winifred street then 2 blocks South on Winifred.
1002 East Center Street
Friday, Nov 28th - 7AM til Dark
Saturday, Nov 29th - 7AM til Dark

United Tree Service

Tree and lawn spraying, tree trimming, bush and hedge trimming, lawn and tree fertilizing, gutter cleaning. Also do handyman work. Licensed, insured, and bonded.
Call Kent: 417-499-9929

Lawn Care Services

- Pittsburg Area - Mowing, weed-eating, yard clean-up, and light tree trimming.

620-687-4963

LEGALS

(Published in The Morning Sun on November 29th, 2025)

ORDINANCE NO. 2025-12 Summary

On November 24th, 2025, the governing body of the City of Frontenac, Kansas, adopted Ordinance No. 2025-12, entitled:

AN ORDINANCE OF THE CITY OF FRONTENAC, KANSAS, AMENDING THE OFFICIAL ZONING MAP BY REZONING CERTAIN PROPERTY FROM "R-1" SINGLE-FAMILY DWELLING DISTRICT TO "C-S" HIGHWAY SERVICE DISTRICT.

The Ordinance adopts a change in zoning classification for certain real property located near Parkview Drive, by changing the zoning designation from "R-1" Single Family Dwelling District to "C-S" Highway Service District.
A complete copy of this ordinance may be obtained or viewed free of charge at www.frontenacks.net or at the office of the City Clerk, City Hall, 313 E. McKay Street, Frontenac, KS. A reproduction of the original ordinance is available for a minimum of one week following the summary publication in the newspaper.
This summary is hereby deemed to be legally accurate and sufficient pursuant to the laws of the State of Kansas.

Matthew R. Bonner,
City Attorney

(Published in The Morning Sun on November 29th, 2025)

ORDINANCE NO. 2025-13 Summary

On November 24th, 2025, the governing body of the City of Frontenac, Kansas, adopted Ordinance No. 2025-13, entitled:

AN ORDINANCE CONDEMNING CERTAIN PROPERTIES LOCATED ON NORTH COUNTY ROAD "160 SEWER PROJECT"

The purpose of this ordinance is to acquire certain permanent sewer line easements for purposes of complete the "160 Sewer Project" by the City of Frontenac.
A complete copy of this ordinance may be obtained or viewed free of charge at www.frontenacks.net or at the office of the City Clerk, City Hall, 313 E. McKay Street, Frontenac, KS. A reproduction of the original ordinance is available for a minimum of one week following the summary publication in the newspaper.
This summary is hereby deemed to be legally accurate and sufficient pursuant to the laws of the State of Kansas.

Matthew R. Bonner,
City Attorney

(Published in The Morning Sun on November 29th, 2025)

Notice of Budget Hearing for Amending the
2025 Budget
The governing body of
City of Pittsburg
will meet on the day of December 9, 2025 at 5:30 PM CST at for the purpose of hearing and answering objections of taxpayers relating to the proposed amended use of funds.

Detailed budget information is available at City Hall, 201 W 4th St., Pittsburg KS 66762 and will be available at this hearing.

Summary of Amendments

Fund	2025 Adopted Budget			2025 Proposed Amended Expenditures
	Actual Mill Rate	Amount of Tax Levied	Expenditures	
Sanitation			704,926	1,175,000
Section 8 Housing			2,012,149	2,150,110
			0	0
			0	0
			0	0
			0	0

Missy Scott
Official Title: Director of Finance

(First published in The Morning Sun on November 15th, 2025)

IN THE DISTRICT COURT OF CRAWFORD COUNTY, KANSAS

In the Matter of the Estates of
Case No. CRP-2025-PR-000105
Vida Bellezza, Deceased, and
Jane Bellezza-Dziurda, Deceased

(Pursuant to K. S. A. Chapter 59)

NOTICE OF HEARING

THE STATE OF KANSAS TO ALL PERSONS CONCERNED:

You are notified that a Petition has been filed in this Court by Lorene Elizabeth Branch, an heir of Vida Bellezza and Jane Bellezza-Dziurda, deceased, requesting:

Descent be determined of the following described real estate situated in Crawford County, Kansas:

Lots 1, 2, 11, 12 and 13, Fowler & Mason's Addition to the Town of Coalvale, Section Fifteen (15), Township Twenty-eight (28) South, Range Twenty-five (25) East, Crawford County, Kansas.

and other interests in real estate owned by decedents at the time of their respective deaths. And that property and other interests in real property owned by the decedents at the time of their respective deaths be assigned pursuant to the laws of intestate succession.

You are required to file your written defenses to the Petition on or before the 10th day of December, 2025 at 9:00 a.m., in the District Court of Crawford County, Kansas, sitting at Pittsburg, at which time and place the cause will be heard. Should you fail to file your written defenses, judgment and decree will be entered in due course upon the Petition.

Lorene Elizabeth Branch
Petitioner

Mark A. Werner #11302
Law Office of Mark A. Werner
201 S. Broadway, Ste. C
Pittsburg, KS 66762
(620) 232-2442
(620) 232-2994 (fax)
mawerner0126@gmail.com
Attorney for Petitioner

Misc.

We Buy Houses for Cash AS-IS! No repairs. No fuss. Any condition. Easy process: Call, get cash offer and get paid. Call today for your fair cash offer: 1-913-365-1969

Attention: VIAGRA and CIALIS USERS! A cheaper alternative to high drugstore prices! 50 Pill Special - Only $99! 100% guaranteed. CALL NOW: 1-833-641-6607

We Buy Vintage Guitars! Looking for 1920-1980 Gibson, Martin, Fender, Gretsch, Epiphone, Guild, Mosrite, Rickenbacker, Prairie State, D'Angelico, Stromberg. And Gibson Mandolins / Banjos. These brands only! Call for a quote: 1-833-641-6990

CASH PAID FOR HIGH-END MEN'S SPORT WATCHES. Rolex, Breitling, Omega, Patek Philippe, Heuer, Daytona, GMT, Submariner and Speedmaster. These brands only! Call for a quote: 1-833-641-4573.

GOT AN UNWANTED CAR??? DONATE IT TO PATRIOTIC HEARTS. Fast free pick up. Patriotic Hearts' programs help veterans find work or start their own business. Call 24/7: 1-833-485-0154.

BATH & SHOWER UPDATES in as little as ONE DAY! Affordable prices - No payments for 18 months! Lifetime warranty & professional installs. Senior & Military Discounts available. Call: 1-833-752-0092

STOP OVERPAYING FOR HEALTH INSURANCE! A recent study shows that a majority of people struggle to pay for health coverage. Let us show you how much you can save. Call Now for a no-obligation quote: 1-833-928-5491 You will need to have your zip code to connect to the right provider.

INJURED IN AN ACCIDENT? Don't Accept the insurance company's first offer. Many injured parties are entitled to cash settlements in the $10,000's. Get a free evaluation to see what your case is really worth. 100% Free Evaluation. Call Now: 1-833-770-0339

AGING ROOF? NEW HOMEOWNER? STORM DAMAGE? You need a local expert provider that proudly stands behind their work. Fast, free estimate. Financing available.
Call 1-833-889-4107 Have zip code of property ready when calling!

WATER DAMAGE CLEANUP & RESTORATION: A small amount of water can lead to major damage in your home. Our trusted professionals do complete repairs to protect your family and your home's value! Call 24/7: 1-833-879-1451 Have zip code of service location ready when you call!

Memorandum

TO:	Daron Hall, City Manager
FROM:	Blake Benson, Economic Development Director
DATE:	November 25, 2025
SUBJECT:	December 9, 2025 Agenda Item Inteplast Group-Pitt Plastics property tax exemption request

Inteplast Group, parent company of Pitt Plastics, recently completed a significant expansion of their facility at 1400 East Atkinson Road in Pittsburg. The project nearly doubled the facility's footprint by adding 200,000 square feet and is valued at approximately $18 million.

This investment would qualify the company for a ten-year property tax exemption per the City's policy related to exemptions and incentives. Inteplast Group-Pitt Plastics recently requested an exemption on the new construction and presented this request to the Economic Development Advisory Committee (EDAC) at its November 5, 2025 meeting. Inteplast Group-Pitt Plastics also provided a cost-benefit analysis showing the City's economic impact will be significantly greater than the property tax that would be abated. The EDAC recommended approval of a ten-year property tax exemption given the additional economic impact created by the expansion.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, December 9, 2025. Action being requested is approval or denial of the EDAC recommendation and, if approved, authorize the Mayor to sign the appropriate documents.

BEFORE THE COURT OF TAX APPEALS OF THE STATE OF KANSAS

TAX EXEMPTION
(K.S.A. 79-213)

APPLICANT:

Inteplast Group - Pitt Plastics
Applicant Name (Owner of Record)

1400 E Atkinson
Applicant Address (Street or Box No.)

Pittsburg KS 66762
City State Zip

Applicant Phone #:(620) 231-4337

Applicant E-mail: ajahr@pittplastics.com / mbutler@pittplastics.com

ATTORNEY OR REPRESENTATIVE: (If applicable)*

____
Representative Name Title

____
Representative Address

____
City State Zip

Atty/Rep Phone #:(_____)____________________

Representative E-mail:____________________

*Note: If you are represented by an attorney or other individual, you must provide the Court with either an Entry of Appearance or a current Declaration of Representative form approved by the Court of Tax Appeals. Tax Representatives are **not permitted** to sign applications filed with the Court.

(For State of Kansas use only)

DOCKET NO.____________________-TX

Fee:____________ Amt Rec. __________

Rec. Date:________ Ck #______________

No Fee:__________ Reason: ___________

(For County use only)

Parcel ID #/Personal Property ID #
or Vehicle ID #:

____

____

____

County's valuation: $____________________

LBCS Function Code: ____________________

Taxing County: Crawford

Year/Years at issue: 2025-2035

Property at issue:
Real Property---Street address, city: 1400 E Atkinson Ave

Personal Property---Description: ______________________________

CTA-TX (Rev. 1/13)

1. Real Property—For real property, provide a description of all improvements, and attach a copy of the deed.

   200,000 Sq. Ft Shipping Warehouse built at manufacturing location of 1400 E. Atkinson Ave.
   Additional 14,000 ft of office are and conference space also added at the location.

2. Personal Property—For personal property, provide an itemized list of all items, including the acquisition date(s) and any legal documentation of ownership. (If the description is lengthy, attach additional pages to this form.)

   ____
   ____

3. If subject property is a vehicle, please complete one of the following forms:

   (1) Addition to Exemption Application Vehicles Form
   or
   (2) Addition to Exemption Application Active Military Personnel Vehicles Form

4. If personal property, where was the property located on January 1 of the year you request the exemption to begin? (Provide the street address, city, county and state.)

   ____

5. Is the subject property leased? X____No ______Yes If yes, attach a copy of the lease agreement.

6. Indicate all uses you make of the subject property: (Explain in detail).

   Warehouse storage, all shipping activities onsite, and conferences for safety, sales, or other various gatherings

7. Indicate how often you use the subject property for this purpose(s).

   Daily

8. Indicate all other individuals, groups or organizations that use the subject property. Explain in detail how each individual or entity uses the property.

   Truck drivers visit daily picking up outbound freight, conference areas used by visitors as a meeting area.

9. Indicate whether or not a fee is charged in relation to the use of the subject property. If a fee is charged, please explain why there is a fee, how that fee is determined or calculated, and what purpose the fee serves. Include a copy of any fee schedules.

   No fees

10. Date (mm/dd/yyyy) you acquired ownership of subject property: 5/27/2003
Date (mm/dd/yyyy) the property was first used for exempt purposes: 6/1/2025
Date (mm/dd/yyyy) you are requesting the exemption to begin: 1/1/2026
Date (mm/dd/yyyy) construction commenced and ended*: 3/1/2024-6/1/2025
*(If property is new construction)

11. Which statute authorizes the exemption: K.S.A 79-250

12. Do you request a hearing on the application for exemption? _____Yes __X__No

VERIFICATION

I, Mike Butler, do solemnly swear or affirm that the information set forth herein is true and correct, to the best of my knowledge and belief. So help me God.

____
Signature of Applicant

Mike Butler - Plant Manager
Printed Name and Title

State of ____________________)
County of ___________________)

This instrument was acknowledged before me on __________ by ______________________________.

Seal

____
Signature of Notary Public

My appointment expires: ________________

COUNTY APPRAISER RECOMMENDATIONS AND COMMENTS

TO COUNTY APPRAISER:

Pursuant to K.S.A. 79-213, and amendments thereto, the County Appraiser is required to review each application and recommend whether the relief sought should be granted or denied. Therefore, please answer the following questions and provide any additional comments you believe are necessary to support your recommendation. The County Appraiser shall provide a copy of the completed comments and recommendations to the applicant.

1. Do you find the facts as stated by the applicant represent the true situation?_____Yes _____No
2. Do you recommend that the exemption herein requested be granted? ______Yes _____No
3. Do you request a hearing on this application? ______Yes _____No

Indicate the year the County first placed the subject property on the tax rolls under the name of the current owner:________________________________

Please provide any additional comments as to the County's position regarding the applicant's request.
____
____
____

VERIFICATION

I, ________________________________, do solemnly swear or affirm that the information set forth herein is true and correct, to the best of my knowledge and belief. So help me God.

____
Signature of County Official

____
Printed Name and Title

State of ____________________)
County of __________________)

This instrument was acknowledged before me on __________ by ______________________________.

Seal

____
Signature of Notary Public

My appointment expires: ________________

TAX EXEMPTION
INSTRUCTIONS

1. Each application for tax exemption must be filled out completely with all accompanying facts and attachments. The statement of facts must be in affidavit form. Applications or statements that have not been signed by the property owner before a Notary Public will not be considered. Pursuant to K.S.A. 79-213, and amendments thereto, the property owner is required to file the application. If the subject property is leased, the lessee can **not** file the application.

2. If you are applying for exemption pursuant to the following statutes, please provide the indicated additions to application.

   K.S.A. 79-201 Ninth---Humanitarian service provider
   TX Addition 79-201 Ninth

   K.S.A. 79-201 Seventh—Parsonage
   TX Addition 79-201 Seventh

   K.S.A. 79-201b---Hospitals, adult care homes, children's homes, etc.
   TX Addition 79-201b

   K.S.A. 79-201g---Watershed dam or reservoir
   TX Addition Watershed

   K.S.A. 79-201k---Business aircraft or
   K.S.A. 79-220---Antique aircraft
   TX Addition Aircraft

   K.S.A. 79-201t---Low producing oil lease
   TX Addition 79-201t

   K.S.A. 79-201z---Community Housing Development Organizations
   TX Addition 79-201z

   K.S.A. 79-5107(e) or 50 U.S.C.A. § 571
   TX Addition to Exemption Application Active Military Personnel Vehicles

3. Pursuant to Kansas law, the burden is on the applicant to prove affirmatively that relief is necessary. Failure to do so will result in the denial of the request for exemption.

4. Enclose any applicable filing fee(s) pursuant to K.A.R. 94-2-21. Checks or money orders should be made payable to the Court of Tax Appeals. For information regarding fees with the Court of Tax Appeals, visit www.kansas.gov/cota/ or contact the Court at (785) 296-2388. The County Appraiser's office also has fee schedules available.

This form along with the applicable additions and attachments is to be filed with the County Appraiser for recommendations pursuant to K.S.A. 79-213(d). The County Appraiser will forward the application to the Court of Tax Appeals.

A Tax Abatement Cost-Benefit Analysis of
Pitt Plastics, Inc.
for the City of Pittsburg

Completed by

Municipal Consulting, LLC

10/29/2025

CONTENTS:

ABOUT THIS REPORT:

This report uses data that was collected from the firm involved and budget reports from each of the taxing entities where the project is located. This data is summarized on pages 4 and 5. In addition, various calculations were applied to the data using rates and information gathered from the current economic and financial conditions**.**

DEFINITIONS USED:

- **Rate of Return**: Incentives and tax abatements granted by the taxing entities are equivalent to a public investment in the firm. Comparing these investments to the various benefits received over the 10-year project period by the public entity produces an average annual rate of return for the period. Generally, a rate of return that exceeds the entity's cost of capital would be considered a favorable investment.

· **Net Present Value:** This is the amount that a future series of payments is worth today, given an assumed discount rate. The only way to accurately compare payments to be made or received in the future to the dollar value at present is with Net Present Value. Generally a positive net present value represents an acceptable investment opportunity.

· **Benefit - Cost Ratio**: Typically referred to as the "Cost-Benefit Ratio," this is the ratio of the public entity benefits received over the 10-year project life to the public costs incurred over the same period. If the ratio is above 1.0, then the benefits exceed the costs, and if it is less than 1.0, the costs exceed the benefits. Generally, a public entity would like to have a Benefit-to-Cost ratio of 1.3 or better in order to grant a tax abatement and/or other incentives. However, the governing body may take into account the other economic benefits of the project in making that decision.

DISCLAIMER:

This report is prepared using a variety of assumptions regarding discount rate, inflation rate, and other economic variables. It also uses information submitted by the firm based on its best estimates of what they expect to occur in the next decade. Future business results and economic factors are not and cannot be guaranteed. Therefore, we provide no guarantee on the future performance of the firm, or that conditions within the taxing entities will remain as they are today. The governing body should make its decision on the best information presented, while fully recognizing that future performance could be substantially different.

COMMENTS SPECIFIC TO THIS PROJECT:

The overall costs and benefits for each taxing entity are:

Taxing Entity	Benefit to Cost Ratio	Average Return on Investment
City of Pittsburg	1.31	3%
Crawford County	1.05	0%
Pittsburg USD 250	2.06	11%
Wildcat Extension District	1.04	0%
State of Kansas	1.92	9%

All of the taxing entities have a positive benefit-to-cost ratio. This report assumes that the City of Pittsburg will approve a 100% property tax abatement on the new construction for ten years. This report assumes that the current local, county and state sales tax rates remain the same. The projected average wage for the new jobs is 72.5% of the county average wage and we used a multiplier of that amount in calculating the retail spending of the new employees. This project will enable the company to handle 25 new trucks every day for loading or unloading, resulting in about 6,500 truck visits to the industrial park every year.

If you have any questions or comments, you may reach me with the contact information below.

Steve Robb

R. Steven Robb
Sole Owner
Municipal Consulting, LLC
Cell: 620-704-6495 E-Mail: steverobb@ckt.net
2207 N. Free King Hwy, Pittsburg, KS 66762-8418

COST-BENEFIT ANALYSIS PROJECT SUMMARY					
PROJECT NAME:		**Pitt Plastics, Inc.**			
DATE:			10/29/2025		
GOVERNMENTAL ENTITIES INVOLVED:					
CITY:			**City of Pittsburg**		
COUNTY:			**Crawford County**		
SCHOOL DISTRICT:			**Pittsburg USD 250**		
SPECIAL TAXING DISTRICT #1			**Wildcat Extension District**		
STATE:			**State of Kansas**		
INFLATION RATE:		2.00%	DISCOUNT RATE:		7.00%

PROJECT DESCRIPTION: Construction of a large addition to the existing plant in the industrial park. The project is expected to add six new jobs over the next 10 years. The company is requesting a 100% property tax abatement for ten years.

EXECUTIVE SUMMARY:				**City**	**County**
Ratio of Benefits to Costs:				**1.31**	**1.05**
Benefits:	Sales Taxes from Construction:			$35,892	$23,928
	Sales Taxes from Firm Operations			$3,750	$2,500
	Sales Taxes from Employee Spending			$35,566	$8,525
	Sales Taxes from Visitor Spending			$44,892	$29,928
	Utility Profits, Franchise Fees, Guest Taxes			$186,858	$12,652
	Revenue from Other Gov't. Services			$74,548	$8,209
	Property Taxes Assessed:			$1,028,783	$948,626
			Total Benefits:	**$1,410,289**	**$1,034,367**
Costs:	Cost of Providing Gov't. Services			$15,258	$3,435
	Property Taxes Abated:			$1,028,783	$948,626
	Sales Tax Exemption			$35,873	$23,915
			Total Costs:	**$1,079,914**	**$975,976**

Benefits Accruing to the Developer: (Over 10 years)				**All Entities**
	Governmental Incentives (Sales tax exemption)			$228,536
	Property Tax Abatement			$2,938,509
			Total Benefits:	**$3,167,045**

Pitt Plastics, Inc.

Community Data Inputs:					
	City of Pittsburg	Crawford County	Pittsburg USD 250	Wildcat Extension District	State
Mill Levy	50.889	46.924	52.695	1.346	1.500
Sales Tax	1.500%	1.000%	n/a	n/a	6.50%
Transient Guest Tax	6.00%	0.00%	n/a	n/a	n/a
Utility Revenue/HsHld	$229.90	n/a	n/a	n/a	n/a
Franchise Fees/HsHld	$191.04	n/a	n/a	n/a	n/a
Other Revenues/Res.	$559.13	$125.60	n/a	$10.15	$2,462.21
Marg. Cost/Res./Student	$114.44	$52.55	$1,521.33	$2.77	$942.66
Other Revenues/Worker	$492.00	$110.52	n/a	$8.93	$2,086.08
Marginal Cost/New Worker	$100.70	$46.24	n/a	$2.44	$798.66
State Funding/Pupil	n/a	n/a	$11,554.87	n/a	$10,800
Federal Funding/Pupil	n/a	n/a	$3,658.47	n/a	$6,197
Visitor Daily Spending	$37.50	$37.50			$75
Average Hotel Room Rate	$110	$110	Total Mill Levy	153.354	n/a
Retail Pull Factor	1.17	0.81			n/a
Percent of County Share	76.00%	100.00%			n/a
Ann. Local Per Capita Sales Tax	$349	$167			n/a
Ann. State Per Capita Sales Tax	$1,259	$895			$1,779
Annual Per Capita Retail Sales	$16,559	$13,764			$27,367
Average Household Size	2.35	2.42			2.49
Average Wage	$48,295	$48,295			$56,270

Pitt Plastics, Inc.

Firm Data Inputs:			Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Total
Investment in Land			$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Investment in Building			$14,770,221	$0	$0	$0	$0	$0	$0	$0	$0	$0	$14,770,221
Investment in Equipment			$2,273,472	$0	$0	$0	$0	$0	$0	$0	$0	$0	$2,273,472
Other Project Costs[1]			$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Total Project Investment			$17,043,693	$0	$0	$0	$0	$0	$0	$0	$0	$0	$17,043,693
City/Ccounty Incentives			$0	Sales tax Exemption-City:		$35,873	County:	$23,915	State:	$168,748			$228,536
	Growth	Const. Per.	Yr. 1	Yr. 2	Yr. 3	Yr. 4	Yr. 5	Yr. 6	Yr. 7	Yr. 8	Yr. 9	Yr. 10	Total
Sales/Revenue			$1,000,000	$1,500,000	$2,000,000	$2,500,000	$2,500,000	$2,500,000	$2,500,000	$2,500,000	$2,500,000	$2,500,000	$22,000,000
Taxable Purchases			$50,000	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000	$500,000
Net Utility Revenue-Firm	3.00%	$0	$786	$810	$834	$859	$885	$912	$939	$967	$996	$1,016	$9,005
Net Utility Revenue-Employees	3.00%	$0	$460	$947	$1,219	$1,507	$1,553	$1,599	$1,647	$1,696	$1,747	$1,800	$14,176
Franchise Fees-Firm	3.00%	$0	$13,250	$13,648	$14,057	$14,479	$14,913	$15,360	$15,821	$16,296	$16,785	$17,288	$151,897
Franchise Fees-Employees	3.00%	$0	$382	$787	$1,013	$1,253	$1,290	$1,329	$1,369	$1,410	$1,452	$1,496	$11,780
New FTE Employees		0	2	2	1	1	0	0	0	0	0	0	6
Employees new to the city		100%	2.0	2.0	1.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	6.0
Employees new to the county		50%	1.0	1.0	0.5	0.5	0.0	0.0	0.0	0.0	0.0	0.0	3.0
Employees new to the state		0%	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
New students in K-12		50%	1.0	1.0	0.5	1.0	0.0	0.0	0.0	0.0	0.0	0.0	4.0
New Employee average salary		$0	$35,000	$35,700	$36,414	$37,142	$37,885	$38,643	$39,416	$40,204	$41,008	$41,828	N/A
Tax Abatement-Land			0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	N/A
Tax Abatement-Bldg.			100%	100%	100%	100%	100%	100%	100%	0%	0%	0%	N/A
Visitors	0.0%	0	250	200	150	150	150	100	100	100	100	100	1,400

	City	County	State
Percentage of sales taxable in the	0%	0%	0%
Percentage of purchases taxable in the	50%	50%	50%
Assumed Inflation Rate	2.00%		

Note: Totals may be off slightly due to rounding.

[1] Includes project soft costs of bonding and other fees and contingency for costs above construction and equipment acquisition.

COST-BENEFIT ANALYSIS PROJECT SUMMARY

PROJECT NAME: Pitt Plastics, Inc.

DATE: 10/29/2025

Entity	Total Benefits	Total Costs & Incentives	Net Benefits	Net Present Value of Net Benefits	NPV of Incentives & Taxes Abated	Ratio of NPV of Net Benefits to NPV of Incentives and Taxes Abated	Actual Benefit to Actual Cost Ratio	Avg. Annual Rate of Return
City of Pittsburg	$1,410,289	$1,079,914	$330,375	$226,074	$750,543	0.30	1.31	3%
Crawford County	$1,021,715	$975,976	$45,739	$31,608	$653,046	0.05	1.05	0%
Pittsburg USD 250	$2,067,467	$1,001,831	$1,065,635	$722,055	$627,684	1.15	2.06	11%
Wildcat Extension District	$28,564	$27,581	$983	$659	$18,903	0.03	1.04	0%
State of Kansas	$580,426	$302,356	$278,069	$212,730	$195,591	1.09	1.92	9%
TOTALS	$5,270,191	$3,549,388	$1,720,803	$1,193,126	$2,358,116	0.51	1.48	

SUMMARY OF COSTS AND BENEFITS FOR: **City of Pittsburg**

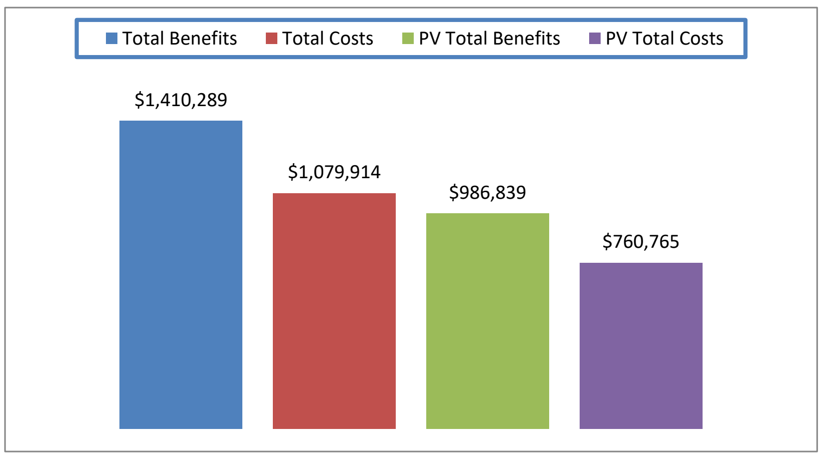
PROJECT: **Pitt Plastics, Inc.**

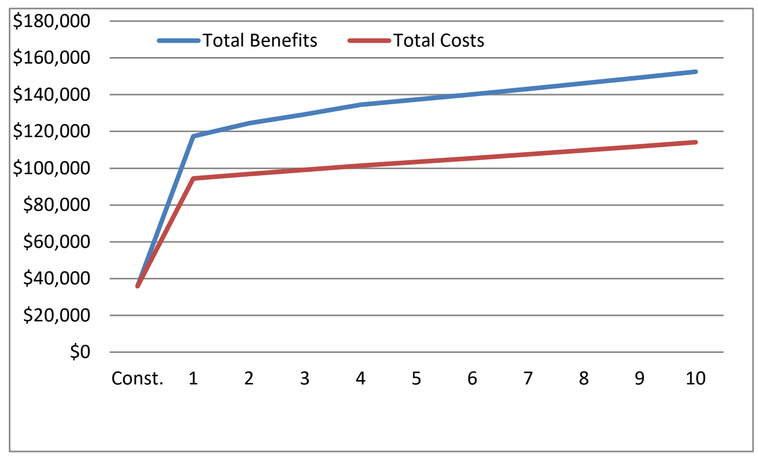
DATE: 10/29/2025

DISCOUNT RATE: 7.00%

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period:	1.31
Ratio of Present Value of Total Benefits to Present Value of Total Costs:	1.30
(Typical desired ratio would be 1.3 to 1) Average ROI	3.06%

Year	Sales Taxes	Property Taxes	Utilities and Franchise Fees	PILOT	Other City Revenues	Total Benefits	Net Present Value of Total Benefits	Cost of Various City Services	Incentives and Property Taxes Abated	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Net Present Value of Incentives & Taxes Abated
Const.	$35,892	$0	$0	$0		$35,892	$35,892	$0	$35,873	$35,873	$35,873	$19	$19	$19	$35,873
1	$6,051	$93,955	$14,878	$0	$2,544	$117,428	$109,746	$521	$93,955	$94,476	$88,295	$22,952	$22,971	$21,451	$87,809
2	$7,238	$95,834	$16,192	$0	$5,189	$124,453	$108,702	$1,062	$95,834	$96,896	$84,633	$27,556	$50,527	$24,069	$83,705
3	$7,839	$97,751	$17,124	$0	$6,616	$129,329	$105,571	$1,354	$97,751	$99,105	$80,899	$30,224	$80,752	$24,672	$79,794
4	$8,632	$99,706	$18,098	$0	$8,098	$134,533	$102,635	$1,657	$99,706	$101,363	$77,330	$33,170	$113,922	$25,305	$76,065
5	$8,797	$101,700	$18,641	$0	$8,260	$137,397	$97,962	$1,691	$101,700	$103,391	$73,716	$34,007	$147,928	$24,246	$72,511
6	$8,787	$103,734	$19,200	$0	$8,425	$140,146	$93,385	$1,724	$103,734	$105,458	$70,271	$34,688	$182,616	$23,114	$69,122
7	$8,955	$105,809	$19,776	$0	$8,593	$143,134	$89,136	$1,759	$105,809	$107,568	$66,988	$35,566	$218,182	$22,149	$65,892
8	$9,127	$107,925	$20,369	$0	$8,765	$146,186	$85,082	$1,794	$107,925	$109,719	$63,857	$36,467	$254,649	$21,224	$62,813
9	$9,302	$110,084	$20,980	$0	$8,940	$149,306	$81,213	$1,830	$110,084	$111,913	$60,873	$37,393	$292,042	$20,339	$59,878
10	$9,481	$112,285	$21,600	$0	$9,119	$152,485	$77,516	$1,866	$112,285	$114,152	$58,029	$38,333	$330,375	$19,487	$57,080
Total	$120,100	$1,028,783	$186,858	$0	$74,548	$1,410,289	$986,839	$15,258	$1,064,656	$1,079,914	$760,765	$330,375	$330,375	$226,074	$750,543





SUMMARY OF COSTS AND BENEFITS FOR: **Crawford County**

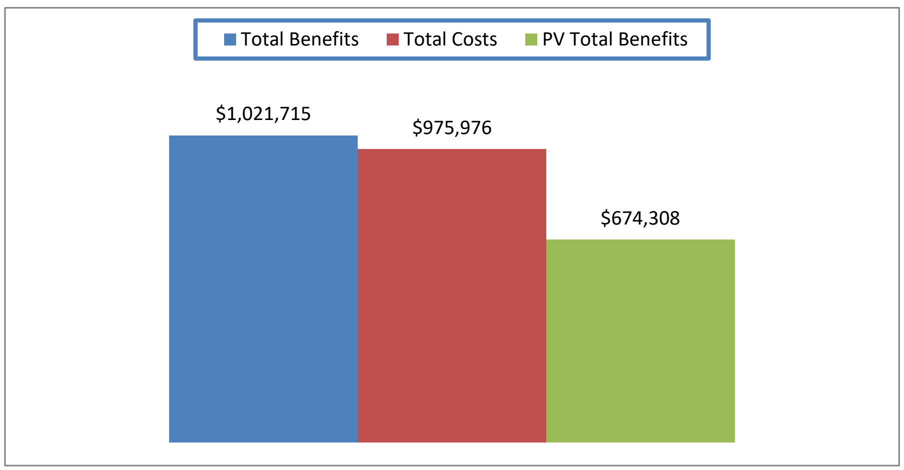
PROJECT: **Pitt Plastics, Inc.**

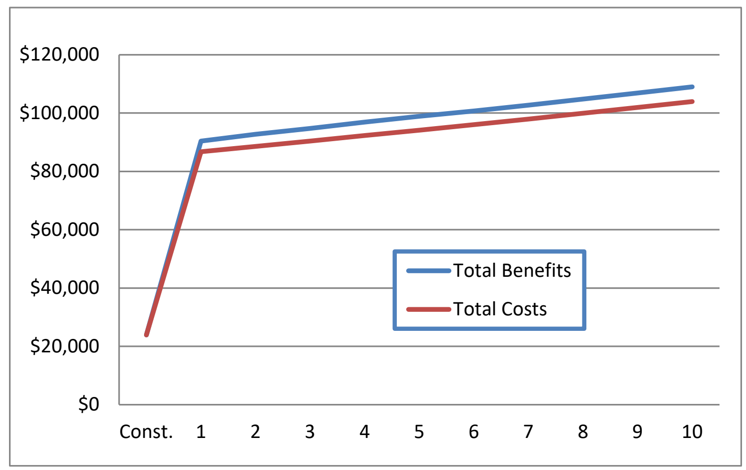
DATE: 10/29/2025

DISCOUNT RATE: 7.000%

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period:	**1.05**
Ratio of Present Value of Total Benefits to Present Value of Total Costs:	**0.98**
Average ROI	**0.47%**

Year	Sales Taxes	Property Taxes	Other County Revenues	Total Benefits	Net Present Value of Total Benefits	Cost of Various County Services	Incentives and Property Taxes Abated	Total Costs	Net Present value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Net Present Value of Incentives & Taxes Abated
Const.	$23,928	$0	$0	$23,928	$22,362	$0	$23,915	$23,915	$22,351	$13	$13	$13	$22,351
1	$3,516	$86,635	$280	$90,431	$78,986	$117	$86,635	$86,752	$75,772	$3,679	$3,691	$3,438	$75,670
2	$3,768	$88,367	$571	$92,707	$75,676	$239	$88,367	$88,606	$72,329	$4,100	$7,792	$3,582	$72,134
3	$3,878	$90,135	$728	$94,741	$72,278	$305	$90,135	$90,440	$68,996	$4,302	$12,094	$3,511	$68,763
4	$4,105	$91,937	$892	$96,934	$69,113	$373	$91,937	$92,311	$65,816	$4,623	$16,717	$3,527	$65,550
5	$4,182	$93,776	$909	$98,868	$65,880	$381	$93,776	$94,157	$62,741	$4,711	$21,428	$3,359	$62,487
6	$4,142	$95,652	$928	$100,721	$67,115	$388	$95,652	$96,040	$59,809	$4,681	$26,109	$3,119	$59,567
7	$4,220	$97,565	$946	$102,731	$59,790	$396	$97,565	$97,961	$57,014	$4,770	$30,879	$2,971	$60,758
8	$4,299	$99,516	$965	$104,780	$56,994	$404	$99,516	$99,920	$54,350	$4,860	$35,740	$2,829	$57,919
9	$4,380	$101,506	$984	$106,871	$54,328	$412	$101,506	$101,918	$51,810	$4,953	$40,693	$2,694	$55,213
10	$4,463	$103,537	$1,004	$109,003	$51,787	$420	$103,537	$103,957	$90,800	$5,047	$45,739	$2,566	$52,633
Total	$64,881	$948,626	$8,209	$1,021,715	$674,308	$3,435	$972,541	$975,976	$681,788	$45,739	$45,739	$31,608	$653,046





SUMMARY OF COSTS AND BENEFITS FOR: Pittsburg USD 250

PROJECT: Pitt Plastics, Inc.

DATE: 10/29/2025

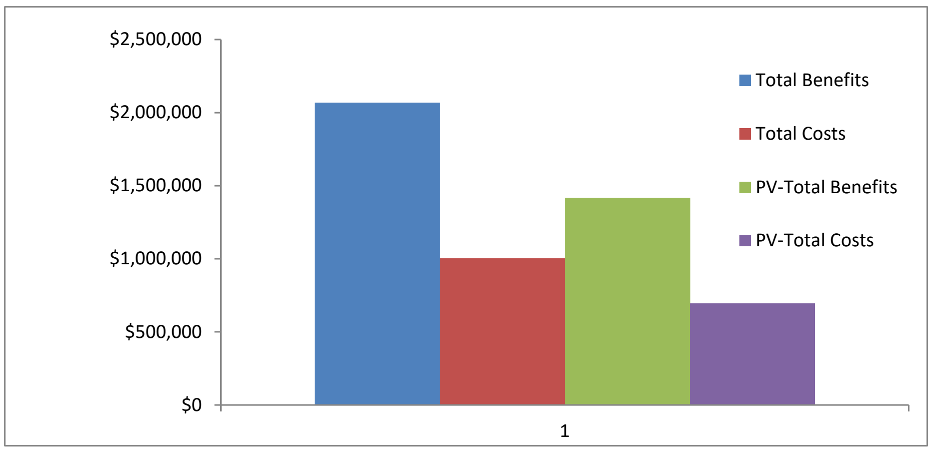
DISCOUNT RATE: 7.00%

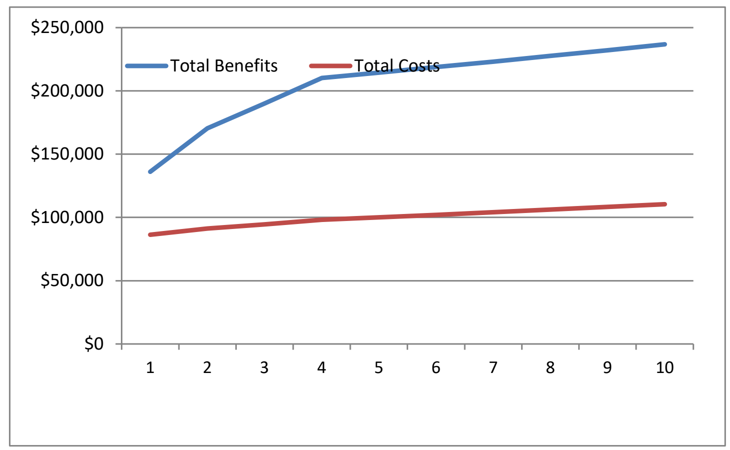
Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: 2.06

Ratio of Present Value of Total Benefits to Present Value of Total Costs: 2.04

(Typical desired ratio would be 1.3 to 1) **Average ROI** 10.64%

Year	Property Taxes	District Capital Outlay Taxes	Additional State, Federal and Other Funding	Total Benefits	Net Present Value of Total Benefits	Additional Costs	Property Taxes Abated	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Net Present Value of Taxes Abated
1	$82,519	$14,770	$38,794	$136,084	$127,181	$3,803	$82,519	$86,323	$80,675	$49,761	$56,607	$46,505	$77,121
2	$84,170	$15,066	$71,226	$170,461	$148,887	$6,983	$84,170	$91,153	$79,616	$79,308	$135,915	$69,271	$73,517
3	$85,853	$15,367	$88,795	$190,015	$155,109	$8,705	$85,853	$94,559	$77,188	$95,456	$231,372	$77,921	$70,082
4	$87,570	$15,674	$107,038	$210,283	$160,424	$10,494	$87,570	$98,064	$74,813	$112,218	$343,590	$85,611	$66,807
5	$89,322	$15,988	$109,179	$214,488	$152,927	$10,704	$89,322	$100,025	$71,317	$114,463	$458,053	$81,610	$63,685
6	$91,108	$16,308	$111,362	$218,778	$145,781	$10,918	$91,108	$102,026	$67,984	$116,752	$574,805	$77,797	$60,709
7	$92,930	$16,634	$113,590	$223,154	$138,969	$11,136	$92,930	$104,066	$64,807	$119,087	$693,892	$74,161	$57,872
8	$94,789	$16,966	$115,861	$227,617	$132,475	$11,359	$94,789	$106,148	$61,779	$121,469	$815,361	$70,696	$55,168
9	$96,685	$17,306	$118,179	$232,169	$126,285	$11,586	$96,685	$108,271	$58,892	$123,898	$939,259	$67,392	$52,590
10	$98,618	$17,652	$120,542	$236,812	$120,383	$11,818	$98,618	$110,436	$56,140	$126,376	$1,065,635	$64,243	$50,133
Total	$903,564	$161,730	$1,002,173	$2,067,467	$1,416,027	$98,267	$903,564	$1,001,831	$693,973	$1,065,635	$1,065,635	$722,055	$627,684





SUMMARY OF COSTS AND BENEFITS FOR: **Wildcat Extension District**

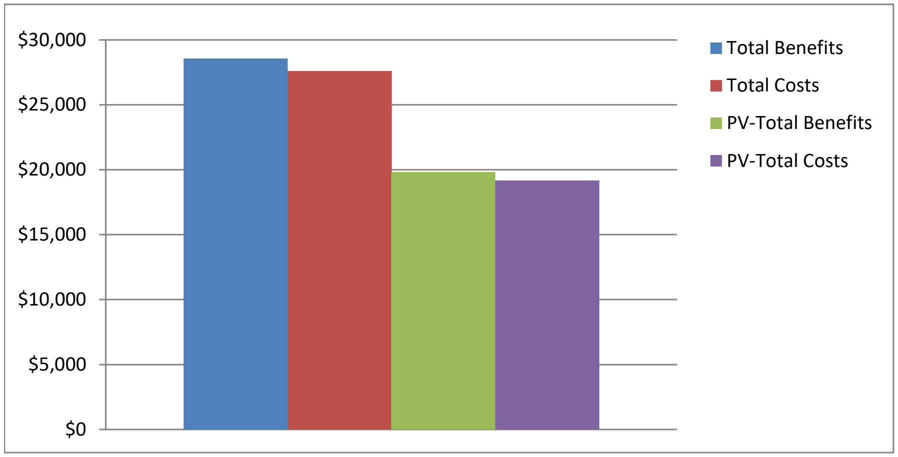
PROJECT: **Pitt Plastics, Inc.**

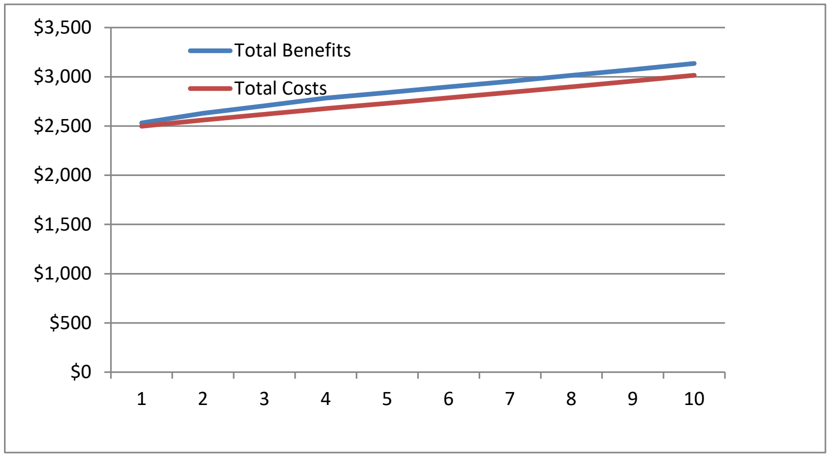
DATE: 10/29/2025

DISCOUNT RATE: 7.00%

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period:	**1.04**
Ratio of Present Value of Total Benefits to Present Value of Total Costs:	**1.03**
(Typical desired ratio would be 1.3 to 1) **Average ROI**	**0.36%**

Year	District Property Taxes	Other District Revenues	Total Benefits	Net Present Value of Total Benefits	Other District Costs	District Property Taxes Abated	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Net Present Value of Taxes Abated
1	$2,485	$46	$2,531	$2,366	$13	$2,485	$2,498	$2,334	$34	$34	$31	$2,323
2	$2,535	$94	$2,629	$2,296	$26	$2,535	$2,561	$2,236	$68	$102	$60	$2,214
3	$2,585	$120	$2,706	$2,209	$33	$2,585	$2,618	$2,137	$87	$189	$71	$2,111
4	$2,637	$147	$2,784	$2,124	$40	$2,637	$2,677	$2,043	$107	$296	$81	$2,012
5	$2,690	$150	$2,840	$2,025	$41	$2,690	$2,731	$1,947	$109	$405	$78	$1,918
6	$2,744	$153	$2,897	$1,930	$42	$2,744	$2,785	$1,856	$111	$516	$74	$1,828
7	$2,799	$156	$2,955	$1,840	$43	$2,799	$2,841	$1,769	$113	$629	$71	$1,743
8	$2,855	$159	$3,014	$1,754	$43	$2,855	$2,898	$1,687	$116	$745	$67	$1,661
9	$2,912	$162	$3,074	$1,672	$44	$2,912	$2,956	$1,608	$118	$863	$64	$1,584
10	$2,970	$165	$3,135	$1,594	$45	$2,970	$3,015	$1,533	$120	$983	$61	$1,510
Total	$27,211	$1,353	$28,564	$19,809	$369	$27,211	$27,581	$19,150	$983	$983	$659	$18,903





SUMMARY OF COSTS AND BENEFITS FOR: State of Kansas

PROJECT: Pitt Plastics, Inc.

DATE: 10/29/2025

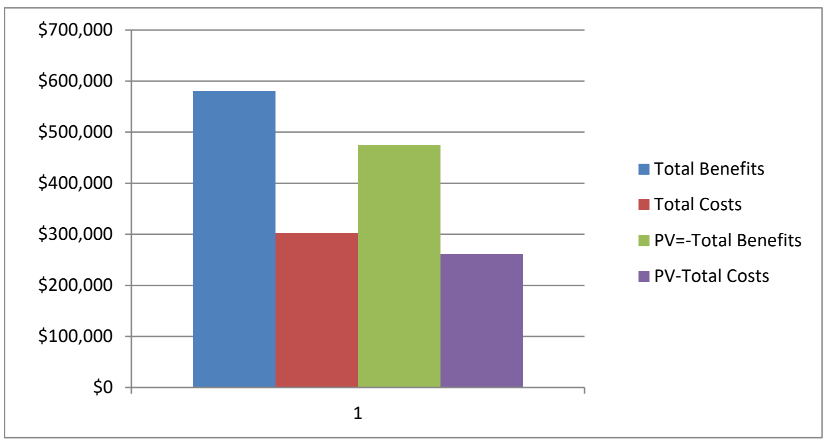
DISCOUNT RATE: 7.000%

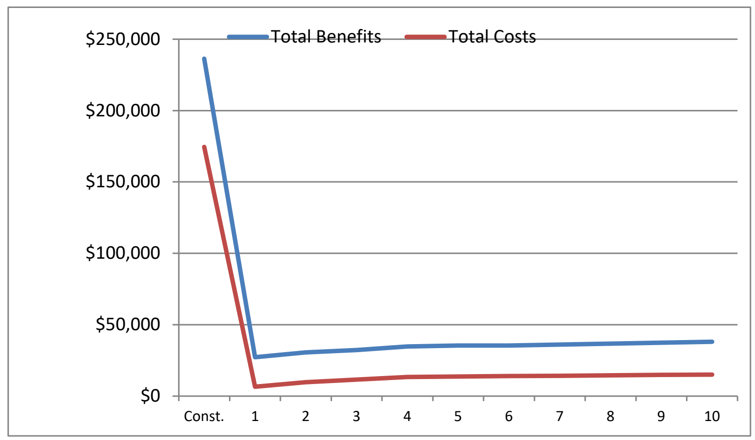
Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: 1.92

Ratio of Present Value of Total Benefits to Present Value of Total Costs: 1.81

(Typical desired ratio would be 1.3 to 1) **Average ROI** 9.20%

Year	Sales Taxes	Property Taxes	Corporate and Personal Income Taxes	Other State Revenues	Total Benefits	Net Present Value of Total Benefits	Cost of Various State Services	Cost of Educating New Students	Property Taxes Abated	Other Costs & Incentives	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Present Value of Taxes Abated and Incentives
Const.	$192,013	$0	$44,311	$0	$236,324	$236,324	$0	$5,777	$0	$168,748	$174,526	$174,526	$61,798	$61,798	$61,798	$174,526
1	$22,517	$2,769	$1,960	$0	$27,246	$25,464	$0	$3,803	$2,769	$0	$6,573	$6,143	$20,673	$82,471	$19,321	$2,588
2	$23,807	$2,825	$3,998	$0	$30,630	$26,753	$0	$6,983	$2,825	$0	$9,808	$8,566	$20,822	$103,294	$18,187	$2,467
3	$24,332	$2,881	$5,098	$0	$32,311	$26,376	$0	$8,705	$2,881	$0	$11,587	$9,458	$20,725	$124,018	$16,917	$2,352
4	$25,611	$2,939	$6,240	$0	$34,790	$26,541	$0	$10,494	$2,939	$0	$13,433	$10,248	$21,357	$145,375	$16,293	$2,242
5	$26,090	$2,998	$6,365	$0	$35,453	$25,277	$0	$10,704	$2,998	$0	$13,702	$9,769	$21,751	$167,126	$15,508	$2,137
6	$25,808	$3,058	$6,492	$0	$35,358	$23,560	$0	$10,918	$3,058	$0	$13,976	$9,312	$21,382	$188,509	$14,248	$2,037
7	$26,292	$3,119	$6,622	$0	$36,033	$22,439	$0	$11,136	$3,119	$0	$14,255	$8,877	$21,778	$210,286	$13,562	$1,942
8	$26,785	$3,181	$6,754	$0	$36,721	$21,372	$0	$11,359	$3,181	$0	$14,540	$8,463	$22,181	$232,467	$12,909	$1,851
9	$27,288	$3,245	$6,889	$0	$37,423	$20,355	$0	$11,586	$3,245	$0	$14,831	$8,067	$22,592	$255,058	$12,288	$1,765
10	$27,802	$3,310	$7,027	$0	$38,139	$19,388	$0	$11,818	$3,310	$0	$15,128	$7,690	$23,011	$278,069	$11,698	$1,682
Total	$448,345	$30,324	$101,756	$0	$580,426	$473,849	$0	$103,284	$30,324	$168,748	$302,356	$261,119	$278,069	$278,069	$212,730	$195,591





Pitt Plastics, Inc.

Other Economic Impacts of the Project

	In the First Year	Over 10 Years
New Jobs Created	2	6
Construction Jobs Created	25	
New residents in the community	5	14
New Students in the school district	1	4
New personal incomes	$35,000	$1,025,814
Local retail sales generated	$2,719,861	$7,110,845

Estimated new annual property tax revenues after the abatement period:

City	$114,531
County	$105,607
School	$118,595
Ext. Dist.	$3,029
State	$3,376
Total	**$345,139**

Memorandum

TO:	Daron Hall, City Manager
FROM:	Blake Benson, Economic Development Director
DATE:	December 3, 2025
SUBJECT:	December 9, 2025 Agenda Item Updated Jolly Fox Brewery loan terms

On December 11, 2018, the Pittsburg City Commission approved a $200,000 loan to support the Jolly Fox Brewery, LLC project at 301 S. Broadway. Unfortunately, shortly after opening, the 2020 pandemic occurred and the brewery was never able to fully recover and closed in 2024. Brandon Davis, a Certified Public Accountant and Jolly Fox Brewery, LLC CFO, has continued to personally repay the City's loan on behalf of the Jolly Fox Brewery, LLC, even though the business is closed and the company has been seeking a buyer to purchase the property.

Jolly Fox Brewery, LLC now has an opportunity to sell the property to the owners of Guadalajara Mexican Restaurant, who are seeking a new location due to the redevelopment of their existing Pittsburg location at 1620 S. Broadway. However, in order for the sale to take place and the relocation to occur, the City will need to remove its second position on the property.

Mr. Davis recently met with the Economic Development Advisory Committee to request these amended terms and the EDAC recommended approval of this request. The Jolly Fox Brewery, LLC will execute an amended promissory note representing the current unpaid balance on the original note and loan, and Mr. Davis will execute a new personal guaranty to secure the repayment of the amended note.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, December 9, 2025. Action being requested is approval or denial of the EDAC recommendation to update the terms of the Jolly Fox Brewery loan and, if approved, prepare an amended promissory note and personal guaranty.

City of Pittsburg
Forward Together.

DEPARTMENT OF PUBLIC WORKS & UTILITIES
1506 North Walnut · Pittsburg KS 66762
(620) 240-5126
www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Director of Public Works & Utilities

DATE: December 1, 2025

SUBJECT: Agenda Item – December 9th, 2025
2025 Public Works and Utilities Equipment Purchase

The City of Pittsburg recently placed an advertisement in the newspaper and sent out RFQ's to seek quotes from financial institutions for the financing of Trucks and Equipment for the City of Pittsburg's Public Works and Utilities Department and for the City's Parks Department. The specifics of the purchase are as follows:

- Total Contract Price of **$1,326,433.49**
  - 1- 2025 Volvo L60H GPE Wheel Loader**-$195,500.00**
  - 1- Freightliner 108SD Plus with Plow and Spreader- **$277,380.00**
  - 1- Case 580SN Backhoe Loader- **$140,300.00**
  - 1- Laymor SM450-ST Broom- **$68,613.00**
  - 1- 2025 ETNYRE 2000 Gallon Distributor Tack Truck- **$297,339.00**
  - 1- E32 R2-Series Bobcat Compact (Mini EX) **$55,879.24**
  - 1- Case 590SN Backhoe Loader- **$162,045.00**
  - 1- 6" AMP Pump 5585-HG with Hose Equipment- **$16,541.98**
  - 1- ConX SC185D Air Compressor- **$26,249.00**
  - 1-Bobcat Tl519 Telehandler- **$86,586.27**
- Quotes shall include these lease options:
  - 7 year lease / purchase
  - 7 annual payments, first at delivery of equipment

All quotes shall be viable for a minimum of 30-days from submission

City Staff recommends that the Governing Body waive the competitive bidding requirements for purchase of listed equipment. Equipment will be purchased through a variation of municipal purchasing contacts and low quotes received.

Upon waiver of the bid policy, Staff would then request the Governing Body to approve the purchase of the equipment in the amount of $1,326,433.49 and enter into a seven-year lease/purchase agreement with the financial institution offering the lowest interest rates and terms that best meet the City's needs. Quotes will be received on December 5th 2025 @ 2:00 PM and Staff will review and present a verbal recommendation at the scheduled meeting, requesting that the award be made to the best-qualified lender.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, December 9, 2025? Action necessary will be approval or disapproval of the equipment leasing purchase and, if approved, authorize the Mayor to sign the necessary lease/purchase agreement once prepared.

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

Attachment: Equipment Purchase list

Department	Fund	Equipment				
Street	STCO	**Wheel Loader w/4in1 bucket**	Foley CAT	Berry Tractor	Van Keppel	EquipmentShare
Sourcewll Pricing			926-14	Komatsu WA270-8	Volvo L60H	Case 621G
Justification		Replacement of 320-015 1999 Komatsu Loader 6026 Hours *Decommision / Salvage*	$ 216,679.00	$ 219,750.00	$ 195,500.00	$ 213,535.00
			48mo/2000hr ext. warranty	Service inc. 3yr/2000hr. Inc. parts/labor	3yr/3000hr ext. warranty inc	
Street	STCO	**Dump Truck/Plow/Spreader**	Wichita Truck	Rush Truck MO	Rush Truck MO	Premier MO
KS State Contract			Freightliner 108SD (monroe)	International HV507 (saltdog)	International HV507 (Henderson)	Freightliner 108SD (Henderson)
Justification		Replacement 320-109 2011 Freightliner w/ Plow & Spreader	$ 277,380.00	$ 250,911.49	$ 276,930.64	$ 276,538.15
Parks	STCO	**Backhoe**	EquipmentShare	Foley CAT		
Sourcewell Pricing			580SN	420XE-07IT		
161 Justification		Replacement 341-029 1993 John Deere 310 G	$140,300	$149,636		
Street	STCO	**Broom**	GSA Advantage	Van Keppel	Kirby-Smith	Equipmest Share
Sourcewell Pricing			Broce RJT-350	Broce FMJ-470	Rosco RB50	Laymor SM450-ST
Justification		Additional item to Fleet: Steet pavement repair clean up / airport runway maintenance / miscellaneous winter operations	$ 72,192.00	$ 94,495.00	$ 83,422.00	$ 68,613.00
Street	STCO	**Tack Truck - 2000 gallon**	Van Keppel			
Custom Equipment			Etnyre Blacktopper			
Justification		Replacement 320-030 2000 Kodiak C7500	$ 297,339.00			
Parks	STCO	**Mini Ex**	Heritage Tractor	EquipmentShare	Foley CAT	Bobcat
NASPO Pricing			John Deere 35	Case CX37C	303.5-07LC	E32

Justification		Replacement 1997 Bobcat 331	$ 61,000.00	$ 56,250.00	$ 61,739.00	$ 55,879.24
Distribution	Utility	**Backhoe**	EquipmentShare			
Sourcewell Pricing			590SN			
Justification		Replacement 332-049 2014 Case 590SN	$ 162,045.00			
WWTP	Utility	**6" Trash Pump**	WaterPumpsDirect	Dade Pump & Supply	Wacker Neuson	Pump Products
Comparitive Pricing			AMT Pump 5585-H6 w/ Hose Equipment	AMT 5585-H6 (no equipment)	PT6Y - No Equipment	AMT 5585 No Equipment
Justification		Additional Equipment (bypass pumping)	$ 16,541.98	$ 13,145.50	$ 19,622.00	$ 18,439.17
Distribution	Utility	**Air Compressor**	CompressorPros	CompressorsDirect	Compressor World	Airman
Comparitive Pricing			ConX SC185D	ELGi DS185T4F	Airman PDS185L	PDS185L
Justification		Replacement Service Truck Mount Air Compressor	$ 26,249.00	$ 28,999.00	$ 28,750.00	$ 28,847.46
Distribution	Utility	**Telehandler**	EquipmentShare	Foley CAT	Bobcat	
NASPO Pricing			Genie GTH-5519 (Non-Compatable with Attachments)	TH0642OH	TL519	
Justification		Replacement 332-010 2005 Tailift Forklift	$ 79,500.00	$ 131,888.00	$ 86,586.27	
			5k capacity 19' reach	6k capacity 42' reach	6K capacity 20' reach	

162

FROM: Jeff W. Bair, Director of Information Systems

TO: Daron Hall, City Manager

DATE: 11/7/2025

SUBJECT: Approval to enter into agreement with Satterlee Plumbing | Implementation of New HVAC @ Fire Station #1 | System upgrades

---

We are requesting approval from the City Commission to enter into an agreement with Satterlee Plumbing to implement a replacement HVAC system. This solution would replace our existing HVAC. This will provide enhanced efficiency and reduced maintenance.

The project would replace our existing failed HVAC systems. This item was bid and Satterlee was the low bid and selected

Anderson Mechanical	$276,791.00
Satterlee Plumbing	$206,139.00

Cost: <u>$206,139.00</u>

The implementation of this replacement HVAC system is crucial for continuing usage of the facility. This solution addresses the limitations and challenges we face with our current system due to age and failures. This system will ensure we are equipped with reliable and efficient systems for the future.

We appreciate your consideration and am willing to provide any additional information that you may have.

Sincerely,

Jeff Bair
Director of Information Systems

City of Pittsburg Forward Together.

The City of Pittsburg, Kansas
Fire Station # 1 VRF System

Tuesday, October 21st, 2025 - 1:00 p.m.

Name and Address of Bidder	TOTAL BID
Anderson Mechanical	$276,791
Satterlee's Plumbing	$206,139

RECEIVED
OCT 21 2025
Pittsburg City Clerk JB
10:41 AM

Anderson Mechanical

Industrial & Mechanical Piping

PROPOSAL: New VRF System

Tammy Nagel, City Clerk

City of Pittsburg, Kansas

PO Box 688

Pittsburg, Kansas 66762

Anderson Mechanical
Industrial & Mechanical Piping

Date: 10-21-2025

,
Attn: Tammy Nagel, City Clerk
Re: New VRF System Fire Station 1

Base Bid: $276,791.00
I have seen 0 addendums'

Anderson Mechanical would like to thank you for the opportunity to bid this work. We look forward to working together on future projects.

Scope of work: Quote based on drawings supplied by Trane, and a walk through of the building with Howard Toney. The quote supplied includes all equipment listed on the bid documents.

1. 32 Ton Mitsubishi VRF system
2. 13 Indoor units
3. 2 Branch selectors.
4. Hyper heat with low ambient controls
5. Disposal of items demo to isolate system and remove what is needed to run new piping for new system. This quote does not include full demo.
6. Heating and cooling are available at the same time.
7. Individual thermostats for each unit.
8. Central controller installed within reasonable distance to the system.
9. Anderson mechanical is certified to install Mitsubishi.
10. Electrical and controls included.
11. Controls are stand alone; we have no integration with any existing BAS system.
12. Insulation of new piping is included.
13. Permits waived, any cost not included.
14. Existing system is glycol, we will reclaim any glycol and return to the customer.

Not Included:

Bim, Bond, Permits, any concrete work, TAB, Fire rated enclosures, framing for new diffusers, Gas piping, Overtime, Asbestos Abatement, Utilities, Roofing, Negative air machines, Temporary heating and cooling, Grease duct, anything not listed above.

If you have any questions or comments, please call.

Anderson Mechanical, LLC.
4920 E. 59th St.
Kansas City, MO 64130

Steve Dorrell
816-352-4787

Price Good for 30 Days

Proposal

Proposal is valid for 15 days.

Customer must obtain credit approval and release order to production within 60 days of proposal date.

PROPRIETARY AND CONFIDENTIAL PROPERTY OF Trane U.S. Inc.
DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED

Prepared For: All Bidders

Date: October 17, 2025

Job Name: Pittsburg Fire Station #1

Proposal Number: Q9-29648-3268-1
Opportunity ID: 8306716

Delivery Terms: Freight Allowed and Prepaid - F.O.B. Factory

Payment Terms: Net 30 Days

Trane U.S. Inc. is pleased to provide the following proposal for your review and approval.

Tag Data - VRF Accessory (Qty: 1)

Item	Tag(s)	Qty	Description
A1	VRF Accessory	1	VRF Accessory (JV_ACC)

Product Data - VRF Accessory
Item: A1 Qty: 1 Tag(s): VRF Accessory

2 CMY-R200NCBK-TWINNING KIT (R2 EP/P192 TO 240 T/YSNU)
2 CMY-R302S-G1-REDUCER JA1 TYPE BC CONTROLLER
6 TLP-18FAU-GRILL (PLFY-NFMU/SLZ-KF)
6 COMBI-REFCO PUMP 100-240 VAC 50/6O Hz
16 BV38BBSI-3/8" BALL VALVE, BRAZED
16 BV58BBSI-5/8" BALL VALVE, BRAZED
2 SGN-1-SNOW GUARD - SIDES
8 SGN-3-SNOW GUARD - FRONT/BACK FOR L MODULE
8 SHN-1-SNOW HOOD - LARGE
2 QSSB48M-18-SUPER STAND BASE W/ 48IN RAILS 18IN TALL
2 QSSX48M-18-SUPER STAND EXT W/ 48IN RAILS 18IN TALL
2 CMY-Y102SS-G2-BRANCH PIPE
Kele Enclosure RET1-201807DB-P

Tag Data - VRF Branch Controller (Qty: 1)

Item	Tag(s)	Qty	Description
B1	VRF Branch Co	1	VRF Branch Controller (JV_BCU)

Product Data - VRF Branch Controller
Item: B1 Qty: 1 Tag(s): VRF Branch Co

2 8 Port Main BC Controller, Braze Connection

Tag Data - VRF Controls (Qty: 1)

Item	Tag(s)	Qty	Description
C1	VRF Controls	1	VRF Controls (JV_CTRL)

Product Data - VRF Controls
Item: C1 Qty: 1 Tag(s): VRF Controls

1 PAC-YG86TK-J Mounting Kit for Touchscreen Central Controller Panel (Field Installed)

---

1 TE-200A Touchscreen Central Controller (Field Installed)
10 TAC-YT53CRAU-J Simple MA Controller (Field Installed)

Tag Data - VRF Indoor Unit (Qty: 13)

Item	Tag(s)	Qty	Description
D1	FCU-1	1	VRF Indoor Unit (JV_IDU)
D2	FCU-3, FCU-4	2	VRF Indoor Unit (JV_IDU)
D3	IDU-A1A, IDU-A1B, IDU-A2A, IDU-A2B, IDU-B2	5	VRF Indoor Unit (JV_IDU)
D4	FCU-8	1	VRF Indoor Unit (JV_IDU)
D5	IDU-B1	1	VRF Indoor Unit (JV_IDU)
D6	FCU-7, FCU-6, FCU-5	3	VRF Indoor Unit (JV_IDU)

Product Data - VRF Indoor Unit
Item: D1 Qty: 1 Tag(s): FCU-1
TPVFYP036AM141A Concealed Vertical Air

Item: D2 Qty: 2 Tag(s): FCU-3, FCU-4
TPVFYP054AM141A Concealed Vertical Air

Item: D3 Qty: 5 Tag(s): IDU-A1A, IDU-A1B, IDU-A2A, IDU-A2B, IDU-B2
TPLFYP018FM140B

Item: D4 Qty: 1 Tag(s): FCU-8
TPVFYP024AM141A - Multi-Postion Air Handler

Item: D5 Qty: 1 Tag(s): IDU-B1
TPLFYP012FM140B

Item: D6 Qty: 3 Tag(s): FCU-7, FCU-6, FCU-5
TPVFYP030AM141A Concealed Vertical Air

Tag Data - VRF Outdoor Unit (Qty: 2)

Item	Tag(s)	Qty	Description
E1	HRU-1, HRU-2	2	VRF Outdoor Unit (JV_ODU)

Product Data - VRF Outdoor Unit
Item: E1 Qty: 2 Tag(s): HRU-1, HRU-2
TURYH1923BN41AN
TURYH0963AN41AN
TURYH0963AN41AN

Factory Assisted Startup Includes:

- On site visits during installation of project.
- Confirm piping, wiring and equipment installation.
- Technical support.
- Warranty registration.
- **10 Year Parts Warranty based on:**
    - Installing contractor has completed the CITY MULTI approved training course (3 day training)
    - Contractor has submitted a completed and approved Extended Warranty Process report including the as built system (line lengths) and serial numbers within 45 days of start-up.
- All piping and refrigerant is based on estimated pipe lengths. **Piping layout is schematic. Actual pipe runs to be determined by contractor during submittal phase.**

- Installation, piping, wiring and additional refrigerant are excluded.
- Additional refrigerant and piping required, to be provided by others (Based on Estimated Piping Lengths).
- Condensate lines required for BC Controller on Heat Recovery systems, to be provided by others.

Items Not Included: Control Wiring, Controls Integration, Disconnects, GFCI, Smoke Detectors, Refrigeration Isolation Ball Valves, or items not listed.

ESTIMATED LEAD TIMES as of October 17, 2025*

Item	Tag(s)	Qty	Description	Estimated Lead Time	Duration**
A1	VRF Accessory	1	VRF Accessory (JV_ACC)	4	weeks
B1	VRF Branch Co	1	VRF Branch Controller (JV_BCU)	4	weeks
C1	VRF Controls	1	VRF Controls (JV_CTRL)	4	weeks
D1	FCU-1	1	VRF Indoor Unit (JV_IDU)	4	weeks
D2	FCU-3, FCU-4	2	VRF Indoor Unit (JV_IDU)	4	weeks
D3	IDU-A1A, IDU-A1B, IDU-A2A, IDU-A2B, IDU-B2	5	VRF Indoor Unit (JV_IDU)	4	weeks
D4	FCU-8	1	VRF Indoor Unit (JV_IDU)	4	weeks
D5	IDU-B1	1	VRF Indoor Unit (JV_IDU)	4	weeks
D6	FCU-7, FCU-6, FCU-5	3	VRF Indoor Unit (JV_IDU)	4	weeks
E1	HRU-1, HRU-2	2	VRF Outdoor Unit (JV_ODU)	4	weeks

* Estimated lead times are provided for informational purposes only and are subject to change without notice.
** Estimated lead times are in business days or weeks; they do not reflect holidays or shipping time.

Subtotal Net Price *(excluding sales tax and tariff surcharges)* .... **$**
Tariff Surcharges .... **$**
Total Net Price *(excluding sales tax)* .... **$**

Trane shall have the right, at its discretion, to pass along any related increases should (1) its costs related to the manufacture, supply, and shipping for any product or service materially increase. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control and/or (2) any tariffs, taxes, levies or fees affecting, placed on or related to any product or service materially increases.

Tax Status: Taxable ☐ Exempt ☐	If you are claiming an exemption from sales tax on this project, please submit a completed exemption certificate for both the jobsite location state and the state where the equipment will be delivered (if different from the jobsite). You can submit the relevant state exemption certificate at the following link: https://trane.certifytax.com/custportalas.aspx . You will receive an email indicating approval or rejection within 1-2 business days. If your exemption claim is rejected, sales tax will be billed based on the state where the equipment was delivered. For any questions, please email: financial_services-tax_department@tranetechnologies.com.

This proposal and pricing are based on shipment of all products (not including field labor) by no later than 4th quarter of 2025 year.

Sincerely,

Kellan Boehm, New Systems Sales
Trane U.S. Inc.
540 N Cedarbrook
Springfield, MO 65802
E-mail: kellan.boehm@trane.com
Office Phone: (417) 863-2110
Cell: (417) 413-6286
Fax: (417) 863-2111

This proposal is subject to your acceptance of the attached Trane terms and conditions.

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE
	Trane U.S. Inc.
Company Name	
Authorized Representative	Authorized Representative
Printed Name	Kellan Boehm Printed Name
Title	New Systems Sales Title
Purchase Order ________	
Acceptance Date ________	Signature Date ________

TERMS AND CONDITIONS - COMMERCIAL EQUIPMENT

"Company" shall mean Trane U.S. Inc. for sales in the United States and Trane Canada ULC for sales in Canada.

1. Acceptance. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the sale of the described commercial equipment and any ancillary services (the "Equipment"). COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 15 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Equipment in accordance with the Proposal and the Company's terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Equipment will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability.

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at https://www.trane.com/TraneConnectedServicesTerms, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.

4. Pricing and Taxes., Within forty-five (45) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Equipment are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of Equipment. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If shipment is delayed due to Customer's actions, Company may also charge Customer with storage fees. If a release is not received within 6 months following order acceptance, Company reserves the right to cancel any order. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased. The price of Equipment does not include any present or future foreign, federal, state, or local property, license, privilege, sales, use, excise, value added, gross receipts or other like taxes or assessments. Such amounts will be itemized separately to Customer, who will make prompt payment to Company. Company will accept valid exemption documentation for such taxes and assessments from Customer, if applicable. All prices include packaging in accordance with Company's standard procedures. Charges for special packaging, crating or packing are the responsibility of Customer.

5. Delivery and Delays. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

6. Performance. Company shall be obligated to furnish only the Equipment described in the Proposal and in submittal data (if such data is issued in connection with the order). Company may rely on the acceptance of the Proposal and submittal data as acceptance of the suitability of the Equipment for the particular project or location. Unless specifically stated in the Proposal, compliance with any local building codes or other laws or regulations relating to specifications or the location, use or operation of the Equipment is the sole responsibility of Customer. If Equipment is tendered that does not fully comply with the provisions of this Agreement and Equipment is rejected by Customer, Company will have the right to cure within a reasonable time after notice thereof by substituting a conforming tender whether or not the time for performance has passed.

7. Force Majeure. Company's duty to perform under this Agreement and the Equipment prices are contingent upon the non-occurrence of an Event of Force Majeure. If the Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid); and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

8. Limited Warranty. Company warrants the Equipment manufactured by Company for a period of the lesser of 12 months from initial start-up or 18 months from date of shipment, whichever is less, against failure due to defects in material and manufacture and that it has the capacities and ratings set forth in Company's catalogs and bulletins ("Warranty"). **Equipment manufactured by Company that includes required start-up and sold in North America will not be warranted by Company unless Company performs the Equipment startup.** Exclusions from this Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; modifications made by others to the Equipment; repairs or alterations by a party other than Company that adversely affects the stability or reliability of the Equipment; vandalism; neglect; accident; adverse weather or environmental conditions; abuse or improper use; improper installation; commissioning by a party other than Company; unusual physical or electrical or mechanical stress; operation with any accessory, equipment or part not specifically approved by Company; refrigerant not supplied by Company; and/or lack of proper maintenance as recommended by Company. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Company's obligations and liabilities under this Warranty are limited to furnishing replacement equipment or parts, at its option, FCA (Incoterms 2000) factory or warehouse (f.o.b. factory or warehouse for US domestic purposes) at Company-designated shipping point, freight-allowed to Company's warranty agent's stock location, for all non-conforming Company-manufactured Equipment (which have been returned by Customer to Company). Returns must have prior written approval by Company and are subject to restocking charge where applicable. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING., ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLDGES AND AGREES THERETO.** No warranty liability whatsoever shall attach to Company until Customer's complete order has been paid for in full and Company's liability under this Warranty shall be limited to the purchase price of the Equipment shown to be defective. Additional warranty protection is available on an extra-cost basis and must be in writing and agreed to by an authorized signatory of the Company. **EXCEPT FOR COMPANY'S WARRANTY EXPRESSLY SET FORTH HEREIN, COMPANY DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY WARRANTIES, EXPRESS OR IMPLIED CONCERNING ITS PRODUCTS, EQUIPMENT OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF DESIGN, MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR OTHERS THAT ARE ALLEGED TO ARISE FROM COURSE OF DEALING OR TRADE.**

9. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

10. Insurance. Upon request, Company will furnish evidence of its standard insurance coverage. If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive any rights of subrogation.

11. Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement, require payment prior to shipping, or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Equipment furnished and all damages sustained by Company (including lost profit and overhead).

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, PUNITIVE, EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS),OR CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY. In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

13. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION, OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUCING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

14. Nuclear Liability. In the event that the Equipment sold hereunder is to be used in a nuclear facility, Customer will, prior to such use, arrange for insurance or governmental indemnity protecting Company against all liability and hereby releases and agrees to indemnify Company and its suppliers for any nuclear damage, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due, in whole or in part to the negligence or otherwise of Company or its suppliers.

15. Intellectual Property; Patent Indemnity. Company retains all ownership, license and other rights to all patents, trademarks, copyrights, trade secrets and other intellectual property rights related to the Equipment, and, except for the right to use the Equipment sold, Customer obtains no rights to use any such intellectual property. Company agrees to defend any suit or proceeding brought against Customer so far as such suit or proceeding is solely based upon a claim that the use of the Equipment provided by Company constitutes infringement of any patent of the United States of America, provided Company is promptly notified in writing and given authority, information and assistance for defense of same. Company will, at its option, procure for Customer the right to continue to use said Equipment, or modify it so that it becomes non-infringing, or replace same with non-infringing Equipment, or to remove said Equipment and to refund the purchase price. The foregoing will not be construed to include any Agreement by Company to accept any liability whatsoever in respect to patents for inventions including more than the Equipment furnished hereunder, or in respect of patents for methods and processes to be carried out with the aid of said Equipment. The provision of Equipment by Company does not convey any license, by implication, estoppel, or otherwise, under patent claims covering combinations of said Equipment with other devices or elements. The foregoing states the entire liability of Company with regard to patent infringement. Notwithstanding the provisions of this paragraph, Customer will hold Company harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Customer's designs or specifications or instructions.

16. Cancellation. Equipment is specially manufactured in response to orders. An order placed with and accepted by Company cannot be delayed, canceled, suspended, or extended except with Company's written consent and upon written terms accepted by Company that will reimburse Company for and indemnify Company against loss and provide Company with a reasonable profit for its materials, time, labor, services, use of facilities and otherwise. Customer will be obligated to accept any Equipment shipped, tendered for delivery or delivered by Company pursuant to the order prior to any agreed delay, cancellation, suspension or extension of the order. Any attempt by Customer to unilaterally revoke, delay or suspend acceptance for any reason whatever after it has agreed to delivery of or accepted any shipment shall constitute a breach of this Agreement. For purposes of this paragraph, acceptance occurs by any waiver of inspection, use or possession of Equipment, payment of the invoice, or any indication of exclusive control exercised by Customer.

17. Invoicing and Payment. Unless otherwise agreed to in writing by Company, equipment shall be invoiced to Customer upon tender of delivery thereof to the carrier. Customer shall pay Company's invoices within net 30 days of shipment date. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Company may at any time decline to ship, make delivery or perform work except upon receipt of cash payment, letter of credit, or security, or upon other terms and conditions satisfactory to Company. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all Equipment to secure payment in full of all amounts due Company and its order for the Equipment, together with these terms and conditions, form a security agreement (as defined by the UCC in the United States and as defined in the Personal Property Security Act in Canada). Customer shall keep the Equipment free of all taxes and encumbrances, shall not remove the Equipment from its original installation point and shall not assign or transfer any interest in the Equipment until all payments due Company have been made. The purchase money security interest granted herein attaches upon Company's acceptance of Customer's order and on receipt of the Equipment described in the accepted Proposal but prior to its installation. The parties have no agreement to postpone the time for attachment unless specifically noted in writing on the accepted order. Customer will have no rights of set off against any amounts, which become payable to Company under this Agreement or otherwise.

18. Claims. Company will consider claims for concealed shortages in shipments or rejections due to failure to conform to an order only if such claims or rejections are made in writing within 15 days of delivery and are accompanied by the packing list and, if applicable, the reasons in detail why the Equipment does not conform to Customer's order. Upon receiving authorization and shipping instructions from authorized personnel of Company, Customer may return rejected Equipment, transportation charges prepaid, for replacement. Company may charge Customer any costs resulting from the testing, handling, and disposition of any Equipment returned by Customer which are not found by Company to be nonconforming. All Equipment damaged during shipment and all claims relating thereto must be made with the freight carrier in accordance with such carrier's policies and procedures. Claims for Equipment damaged during shipment are not covered under the warranty provision stated herein.

19. Export Laws. The obligation of Company to supply Equipment under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules and regulations. Customer understands that Company and/or the Equipment are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer.

20. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state of New York for Equipment shipped to a U.S. location and the laws of the province to which Equipment is shipped within Canada, without regard to its conflict of law principles that might otherwise call for the application of a different state's or province's law, and not including the United Nations Convention on Contracts for the International Sale of Goods. To the extent the Equipment is being used at a site owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

21. Federal Requirements. The Parties shall comply with all United States federal labor law obligations under 29 CFR part 471, appendix A to subpart A. THE FOLLOWING PROVISIONS ARE INCORPORATED HEREIN BY REFERENCE: Executive Order 11701 and 41 CFR §§ 60-250.5(a), 60-300.5; Executive Order 11758 and 41 CFR § 60-741.5(a); U.S. immigration laws, including the L-1 Visa Reform Act of 2004 and the H-1B Visa Reform Act of 2004; and Executive Order 13496. The Parties shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to protected veteran status or disability. The Parties certify that they do not operate any programs promoting DEI that violate any applicable United States anti-discrimination laws and acknowledge and agree that their compliance with all applicable federal anti-discrimination laws is material to the federal government's payment decisions. The Parties acknowledge and agree that their employment, procurement, and contracting practices shall not consider race, color, sex, sexual preference, religion, or national origin in ways that violate United States federal civil rights laws.

22. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that Equipment ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1).

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the sale of the Equipment is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

23. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-4 (0225)
Supersedes 1-26.130-4(1024)

SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

   "Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

   "Equipment" shall have the meaning set forth in the Agreement.

   "HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

   "Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

   "Services" shall have the meaning set forth in the Agreement.

2. HVAC Machine Data; Access to Customer Extranet and Third Party Systems. If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
   a. Accounts. Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
   b. Systems. Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
   c. Restrictions. Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
   d. Account Termination. Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
   e. Third Party Systems. Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.

3. Customer Data; Confidentiality. Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the

purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.

4. Customer Data; Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "***Laws***").

5. Customer Data; Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("***Information Security Program***"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.

6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.

7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.

8. Information Security Contact. Trane's information security contact is Local Sales Office.

9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.

10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.

11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.

12. Secure Disposal Policies. Trane will maintain policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.

13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.

14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
    (i) Data backups; and
    (ii) Formal disaster recovery plan. Such disaster recovery plan is tested at least annually.

15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession,

custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.

16. Background Checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.

17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

October 2024
Supersedes: November 2023v2

MITSUBISHI ELECTRIC
COOLING & HEATING

Certificate of Completion

This certificate is awarded to:

Steve Dorrell

for successfully completing

CITY MULTI Installation Essentials

Mitsubishi Electric Trane HVAC US is authorized by IACET to offer CEUs for this course.

Training completed on June 9, 2021

ACCREDITED IACET PROVIDER

ATTERLEE'S
P.O. Box 400
OPLIN, MO 64802

RECEIVED
OCT 21 2025
Pittsburg City Clerk
JB
12:41 p.m.

PROPOSAL: New VFR Systems:

Tammy Nagel, City Clerk
City of Pittsburg, Kansas
P.O. Box 688
Pittsburg, Kansas 66762

Satterlee

Plumbing, HVAC, And Mechanical Contractors
Telephone: 417-624-3660
P.O. Box 400
3423 N Main St. Joplin, MO 64801

Proposal

Estimator: **Troy Lowery**
Email Address: Troy@sattcorp.net

Proposal #: TL102125 | **Date:** 10/21/2025

Proposal: New VRF System

City of Pittsburg
Fire Station #1
Pittsburg, KS 66762

Attn: Howard

Description

Thank you for the opportunity to quote your project. Satterlee offers the following scope of work for your consideration.

Install 32 tons of Mitsubishi VRF system with 13 indoor units. System bid as hyper heat with ultra low ambient full heating down to -32 degrees ambient temperature, simultaneous heating and cooling for each zone with individual thermostats and central controller.
Price includes all equipment, piping, labor and demo of old units, electrical by BEI. Warranty is 10 year parts and one year labor.

Satterlee is a Certified Mitsubishi City Multi Installer and qualifies for the 10 year parts warranty.

Equipment lead time is 4 weeks. Work to be completed within 90 days of notice to proceed.

Complete price for above scope: $206,139.00

Customer Acceptance: ______________________________ **Date:** ____________________

Spissenwee

Proposal

Proposal is valid for 15 days.
Customer must obtain credit approval and release order to production within 60 days of proposal date.

PROPRIETARY AND CONFIDENTIAL PROPERTY OF Trane U.S. Inc.
DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED

Prepared For: All Bidders

Date: July 10, 2025

Job Name: Pittsburg Fire Station #1

Proposal Number: Q9-29648-3268-1
Opportunity ID: 8306716

Delivery Terms: Freight Allowed and Prepaid - F.O.B. Factory

Payment Terms: Net 30 Days

Trane U.S. Inc. is pleased to provide the following proposal for your review and approval.

Tag Data - VRF Accessory (Qty: 1)

Item	Tag(s)	Qty	Description
A1	VRF Accessory	1	VRF Accessory (JV_ACC)

Product Data - VRF Accessory
Item: A1 Qty: 1 Tag(s): VRF Accessory

2 CMY-R200NCBK-TWINNING KIT (R2 EP/P192 TO 240 T/YSNU)
2 CMY-R302S-G1-REDUCER JA1 TYPE BC CONTROLLER
6 TLP-18FAU-GRILL (PLFY-NFMU/SLZ-KF)
6 COMBI-REFCO PUMP 100-240 VAC 50/6O Hz
16 BV38BBSI-3/8" BALL VALVE, BRAZED
16 BV58BBSI-5/8" BALL VALVE, BRAZED
2 SGN-1-SNOW GUARD - SIDES
8 SGN-3-SNOW GUARD - FRONT/BACK FOR L MODULE
8 SHN-1-SNOW HOOD - LARGE
2 QSSB48M-18-SUPER STAND BASE W/ 48IN RAILS 18IN TALL
2 QSSX48M-18-SUPER STAND EXT W/ 48IN RAILS 18IN TALL
2 CMY-Y102SS-G2-BRANCH PIPE
Kele Enclosure RET1-201807DB-P

Tag Data - VRF Branch Controller (Qty: 1)

Item	Tag(s)	Qty	Description
B1	VRF Branch Co	1	VRF Branch Controller (JV_BCU)

Product Data - VRF Branch Controller
Item: B1 Qty: 1 Tag(s): VRF Branch Co

2 8 Port Main BC Controller, Braze Connection

Tag Data - VRF Controls (Qty: 1)

Item	Tag(s)	Qty	Description
C1	VRF Controls	1	VRF Controls (JV_CTRL)

Product Data - VRF Controls
Item: C1 Qty: 1 Tag(s): VRF Controls

1 PAC-YG86TK-J Mounting Kit for Touchscreen Central Controller Panel (Field Installed)

---

1 TE-200A Touchscreen Central Controller (Field Installed)
10 TAC-YT53CRAU-J Simple MA Controller (Field Installed)

Tag Data - VRF Indoor Unit (Qty: 13)

Item	Tag(s)	Qty	Description
D1	FCU-1	1	VRF Indoor Unit (JV_IDU)
D2	FCU-3, FCU-4	2	VRF Indoor Unit (JV_IDU)
D3	IDU-A1A, IDU-A1B, IDU-A2A, IDU-A2B, IDU-B2	5	VRF Indoor Unit (JV_IDU)
D4	FCU-8	1	VRF Indoor Unit (JV_IDU)
D5	IDU-B1	1	VRF Indoor Unit (JV_IDU)
D6	FCU-7, FCU-6, FCU-5	3	VRF Indoor Unit (JV_IDU)

Product Data - VRF Indoor Unit
Item: D1 Qty: 1 Tag(s): FCU-1
TPVFYP036AM141A Concealed Vertical Air

Item: D2 Qty: 2 Tag(s): FCU-3, FCU-4
TPVFYP054AM141A Concealed Vertical Air

Item: D3 Qty: 5 Tag(s): IDU-A1A, IDU-A1B, IDU-A2A, IDU-A2B, IDU-B2
TPLFYP018FM140B

Item: D4 Qty: 1 Tag(s): FCU-8
TPVFYP024AM141A - Multi-Postion Air Handler

Item: D5 Qty: 1 Tag(s): IDU-B1
TPLFYP012FM140B

Item: D6 Qty: 3 Tag(s): FCU-7, FCU-6, FCU-5
TPVFYP030AM141A Concealed Vertical Air

Tag Data - VRF Outdoor Unit (Qty: 2)

Item	Tag(s)	Qty	Description
E1	HRU-1, HRU-2	2	VRF Outdoor Unit (JV_ODU)

Product Data - VRF Outdoor Unit
Item: E1 Qty: 2 Tag(s): HRU-1, HRU-2
TURYH1923BN41AN
TURYH0963AN41AN
TURYH0963AN41AN

Factory Assisted Startup Includes:

- On site visits during installation of project.
- Confirm piping, wiring and equipment installation.
- Technical support.
- Warranty registration.
- **<u>10 Year Parts Warranty based on:</u>**
  - Installing contractor has completed the CITY MULTI approved training course (3 day training)
  - Contractor has submitted a completed and approved Extended Warranty Process report including the as built system (line lengths) and serial numbers within 45 days of start-up.
- All piping and refrigerant is based on estimated pipe lengths. **<u>Piping layout is schematic. Actual pipe runs to be determined by contractor during submittal phase.</u>**

- Installation, piping, wiring and additional refrigerant are excluded.
- Additional refrigerant and piping required, to be provided by others (Based on Estimated Piping Lengths).
- Condensate lines required for BC Controller on Heat Recovery systems, to be provided by others.

Items Not Included: Control Wiring, Controls Integration, Disconnects, GFCI, Smoke Detectors, Refrigeration Isolation Ball Valves, or items not listed.

ESTIMATED LEAD TIMES as of July 10, 2025*

Item	Tag(s)	Qty	Description	Estimated Lead Time	Duration**
A1	VRF Accessory	1	VRF Accessory (JV_ACC)	3	weeks
B1	VRF Branch Co	1	VRF Branch Controller (JV_BCU)	3	weeks
C1	VRF Controls	1	VRF Controls (JV_CTRL)	3	weeks
D1	FCU-1	1	VRF Indoor Unit (JV_IDU)	3	weeks
D2	FCU-3, FCU-4	2	VRF Indoor Unit (JV_IDU)	3	weeks
D3	IDU-A1A, IDU-A1B, IDU-A2A, IDU-A2B, IDU-B2	5	VRF Indoor Unit (JV_IDU)	3	weeks
D4	FCU-8	1	VRF Indoor Unit (JV_IDU)	3	weeks
D5	IDU-B1	1	VRF Indoor Unit (JV_IDU)	3	weeks
D6	FCU-7, FCU-6, FCU-5	3	VRF Indoor Unit (JV_IDU)	3	weeks
E1	HRU-1, HRU-2	2	VRF Outdoor Unit (JV_ODU)	3	weeks

* Estimated lead times are provided for informational purposes only and are subject to change without notice.
** Estimated lead times are in business days or weeks; they do not reflect holidays or shipping time.

Satterlee Plumbing Heating & Air Conditioning

Joplin, Missouri 64802
Mechanical Contractors

Telephones: 624-3660 – 624-3661—Fax: 624-3544
3423 N. Main * P.O. Box 400 * Joplin Missouri 64802-0400

October 21, 2025

VRF References

Clifford Holcomb: Mitsubishi cholcomb@hvac.mea.com

Dave Pettit: Joplin Schools davepettit@joplinschools.org

John Foster: Pitt State jafoster@pittstate.edu

Kellan Bohem: Trane kellan.boehm@trane.com

Brandon McClintock Jasper County Emergency Services
bmcclintock@jasco.gov

Kevin Cambers: KCUMB kcambers@kcumb.edu

Hal Robertson: Cornell Arts Center hal@connect2culture.org

Steffan Weist: Neosho Schools wieststeffen@neoshosd.org

Jeana Gocley: Joplin Public Library jgockley@joplinpubliclibrary.org

MITSUBISHI ELECTRIC

COOLING & HEATING

Live Better

This certificate is proudly presented to

Troy Lowery

for successfully completing the

CITY MULTI Service Course

Mitsubishi Electric Cooling & Heating is authorized by IACET to offer **2.40** **CEUs** for this course.

Training completed on 12/12/2013

AUTHORIZED IACET PROVIDER

FROM: Jeff W. Bair, Director of Information Systems

TO: Daron Hall, City Manager

DATE: 11/7/2025

SUBJECT: Approval to enter into agreement with Heartland Business Systems | Implementation of Production Data Center / Disaster Recovery Environment / Backup solution and Switching

We are requesting approval from the City Commission to enter into an agreement with Heartland Business Systems to implement a replacement data center / disaster recovery environment / backup solution and various switching improvements. This solution would replace our existing data center and disaster recovery and backup solutions and integrate into the cloud following best security practices. This will provide greater growth and computer resources for various City online services.

The project would replace our existing data center, backup solution and disaster recovery environment and bring our systems up to date with the latest features and security enhancements. This will provide a simplified, secure and readily available solution ready for use in all City online systems.

Data Center / Disaster Recovery Hardware /Software Subtotal	$731,058.16
Backup Hardware/Software Subtotal	$169,496.25
Switching Subtotal	$145,407.04
Optional Switching Subtotal	$4,585.18
Optics/Cables Subtotal	$4,887.20
Implementation Services Subtotal	$89,055.00
Total Amount	**$1,139,903.65**

Cost: $1,139,903.65 this will be a lease purchase over a 5-year annual cycle.

The implementation of this data center and disaster recovery solution is crucial for continuing access to online systems used for all City systems. This solution addresses the limitations and challenges we face with our current on system due to performance, growth and age. This will ensure we are equipped with reliable and efficient systems for the future. If approved, we will go out for leasing options and bring that back to the commission in the following meeting for your consideration.

We appreciate your consideration and am willing to provide any additional information that you may have.

Sincerely,

Jeff Bair
Director of Information Systems

Statement of Work

City of Pittsburg

DATACENTER REFRESH

SOW Prepared By:

Jordan Justus
Engineering Services Manager
Heartland Business Systems, LLC
1602 E Republic Rd
Springfield, MO 65804
Phone: (417) 812-3026
jjustus@hbs.net

Scott Mastenbrook
General Manager
Heartland Business Systems
7304 W 130th St STE 150
Overland Park, KS 66213
Phone: 913-940-8809
smastenbrook@hbs.net

Project Overview

This Statement of Work ("SOW") reflects the services and material to be provided by Heartland Business Systems, LLC, (hereinafter referred to as "HBS") for City of Pittsburg (hereinafter referred to as "Customer").

The objective of the project is to update current servers to more modern and supported operating system, as well as implement a new datacenter and network core to support this infrastructure.

- Replace existing routing and fiber connectivity currently on the Cisco 9300 Stack and NM-8X with an HA pair of Arista 7050 (24 port SFP28) switches (Layer 2/3) referred to as "Network Core".
- Replace existing Nexus 93180YC-FX switches with new Arista 7050 (48 port SFP28) switches in HA for layer 2 referred to as "Datacenter Core".
- Migrate any fiber connections for other physical locations currently on the Nexus to the network core
- Integrate the existing Nexus "Datacenter Core" and the new "Datacenter Core" switches together to facilitate the customer's upcoming datacenter migration.
- Install an Arista 7010 access layer switch to function as a connection point for 911 dispatch connections so that the switches can be upgraded without impacting connectivity.
- Add an additional 24 port pair of Arista 7050 switches in HA as "DR" in a different rack in the datacenter with an uplink to the network core as the top-of-rack DR switches.

Project Scope

HBS will provide the following services (hereinafter referred to as the "Scope"):

In Scope

Phase 1 - Pre-Configuration and Installation

- HBS will go onsite to unbox and rack all new equipment covered in this scope at both locations.
- HBS will route cabling and connect power to new deployment.
- HBS will power on and configure base settings to enable remote access of the new system(s).
- HBS will work with the customer to verify all connectivity.
- HBS will configure basic trunk ports on the existing switches.
- Configuration of IPMI networking for three (3) Nutanix clusters and their nodes.
- Review existing subnet/VLAN design
- Identify fiber connections to migrate from existing DC Core to the new Network Core
- Plan migration of layer 3 services from existing Network Core to new Network Core
- Plan inter-connection of new DC Core and existing DC Core
- Plan cutover and maintenance window where applicable
- Review final network design for customer signoff

Phase 2 – Switch Staging

- Unbox and stage network equipment
- Upgrade firmware to latest recommended release
- Configure switches based on Heartland best practice
- Migrate configurations from legacy switches to new switches

- Connect switches to Arista Cloud Vision

Phase 3 – Switching Installation

- Remove existing network equipment as needed from rack
- Hardware rack and install new network equipment
- Rack and install any additional supporting hardware such as UPS, cable management
- Migrate patch cables, fiber uplinks, as needed
- Cleanup cabling/wiring per Heartland standards
- Label network equipment and critical cable connections
- Plan and execute migration from current solution to proposed solution during one after-hours maintenance window (up to two hours).
- Test basic network connectivity
- Verify uplinks are operational
- Verify network management of installed equipment is functional
- Troubleshoot and remediate any network issues pertaining to installed equipment, including physical cabling issues, configuration issues on install equipment

Phase 4 - Configuration of Infrastructure in Primary Datacenter

- Configuration of one (2) cluster and nodes via Nutanix Foundation
- Creation of subnets on Nutanix required for Nutanix operations, demonstrations, and validation
- Upgrading cluster firmware and software to latest versions
- Creation and configuration of Prism Central VM
- Creation and configuration of Nutanix Move VM

Phase 5 - Configuration of Infrastructure in Secondary Datacenter

- Configuration of one (1) cluster and nodes via Nutanix Foundation
- Creation of subnets on Nutanix required for Nutanix operations, demonstrations, and validation
- Upgrading cluster firmware and software to latest versions

Phase 6 – Veeam Backup Infrastructure

- HBS will setup and confirm a Veeam Appliance Server at primary and secondary datacenters.
- HBS will add Nutanix clusters into backup new Veeam solution.
- It is up to the customer to create new backup jobs as VM’s are migrated from legacy hypervisor to Nutanix clusters.
- It is expected that existing backup infrastructure will continue to operate and backup VM’s while they still are present on the existing hypervisor infrastructure. Backup jobs under Veeam should be created directly in Veeam after migration from Nutanix. It is possible to add existing hypervisor into the new Veeam infrastructure, If needed. No labor is included for this task or to create backup jobs from old

Phase 7 - Migration of VM’s from legacy Hypervisors

- Use of Nutanix Move for up to one-hundred-five (105) virtual machines.
- It is expected and required that half of the VM’s can be migrated during hours. VM’s in excess of this that are required to be done in maintenance windows will incur additional costs.

Phase 8 - Final verification and Knowledge Transfer

- HBS will hold a 2-hour handoff meeting to go over Backups and Infrastructure.

- HBS will provide the as-built documentation from this project to the customer.
- Document installed equipment
- Provide documentation spreadsheet of all installed hardware/software systems
- Provide logical and or physical network diagram as a Visio
- Provide customer with direct knowledge transfer of network implementation including answering questions on configuration (up to 2 hours)

Out of Scope

Any work or material not specifically identified in this document is not included in this Agreement. The out-of-scope items shall include the following:

- Deployment of any additional equipment not specifically listed in this SOW or Quote for the project.
- Reconfiguring existing network devices such as routers, switches, firewalls or wireless
- Additional server configuration for services such as DNS, DHCP
- Troubleshooting of network issues.
- Troubleshooting of backup issues.
- Exchange and Active Directory are not recommended to be moved with Nutanix MOVE and are generally recommended to be rebuilt on the new hypervisor. No labor is included for these rebuilds. HBS will attempt to move them via MOVE if requested by the customer. In general, these do not have issues after, but there is no way to guarantee this and could result in issues. No troubleshooting of post move issues is included in this scope.
- Troubleshooting, reconfiguration or any other work done on existing hypervisor or backup solution.

Additional Requirements and Conditions

- HBS and Customer will ensure that adequate resources, for which each respective party is responsible, are available when needed throughout the duration of this engagement. The timely completion of this engagement will depend on the availability of the necessary Customer personnel.
- Engineer shall provide updates to Customer regarding the project. Solutions Consultant shall be the Customer's primary contact for any questions regarding billing.
- The timely completion of this engagement will also depend on the availability and delivery of the products associated with this SOW from other vendors. Any shipping and delivery dates are approximate and are not guaranteed and are subject to the current availability of products from third party vendors, production schedules of third-party vendors, and supply chain delays and shortages, all of which are outside the control of HBS. Such delays may extend the duration of the project and may result in budget impacts and increased time to manage resources against the estimated product delivery. If a delay may impact the project, the parties shall utilize the change order process to address the impacts of such delay.
- Any potential dependencies discovered prior to or during implementation will be communicated to Customer and HBS to determine impact to the timing, scope and pricing for the project, and the parties shall utilize the Change Order process as necessary.

Customer Responsibilities

Site and System(s) Readiness

The items listed below shall be the responsibility of the customer:

- Customer to provide remote access to all systems necessary to continue setup remotely once equipment is online.

- Customer is responsible for verifying all needed network port and power outlet density will support the Nutanix system running in parallel with the current environment for the duration of this project.
- Final decommissioning of existing hypervisor, removal of equipment and any licensing left active on the old system are the responsibility of the Customer.
- Customer is responsible for providing Veeam licensing that supports all hypervisors in this project, including Nutanix. Nutanix will not work with socket-based licensing. No licensing is included in this scope unless otherwise specified.
- Customer will need to provide IP addresses for all needs during this project. For best security, it is recommended that new subnets be created specifically for Nutanix and Veeam.
- Provide access to the physical equipment to be replaced
- Provide credentials and remote access to the equipment to be replaced
- Communicate any outage or maintenance windows internally to customer stakeholders
- Ensure that sufficient environment for installation exists; Rack Space, Cooling, Power, Connectivity and cabling

Working Conditions and Access

The items listed below shall apply to the extent applicable:

- Customer will provide a Single Point of Contact with decision making ability to interface with HBS. This person is responsible for signing off on Scope of Work and Change Order documents throughout the project.
- Customer will provide Subject Matter Experts (SMEs) when required by project personnel and/or project activities. If delays in the project timeline are a result of delayed access to SME personnel or any other Customer delays, Customer may be subject to additional charges.
- Customer will provide HBS with access, including all password and logins, to required existing network or system assets listed in the scope.
- Customer will provide HBS with proper access and workspace areas at Customer locations that includes internet, physical and remote access to in scope infrastructure or systems.
- Customer will allow the HBS engineer to connect their computer to Customer network in order to perform their duties. HBS will allow Customer to examine said notebook for current anti-virus software, if needed.
- Customer will allow HBS unescorted access to computer rooms, equipment closets and the general facility. If unescorted access is not available, Customer shall assign access levels appropriately and coordinate escorts.
- Customer will provide adequate access and credentials required for the assessment of all components or systems listed in the scope.
- Customer will provide remote access prior to, and throughout, the project if required.
- Customer will have working Internet access available where the work will be performed.
- Customer is responsible for resolving problems outside the SOW that are beyond the control of HBS. These shall include but not be limited to software/firmware bugs, vendor engineering support cases, hardware failures, telecommunication circuits, server issues, desktop issues, the acts or omissions of any third party, or any other occurrence not caused by HBS. HBS can assist with these out-of-scope issues through the Change Order process or on a time and materials basis.

Testing, Notification and Change Control

- Customer will provide advanced notification of any network outages or changes during the implementation period.
- Customer will assist with the creation of and perform user acceptance testing and post-migration end-point validations.
- HBS and Customer will provide 48-hour notification of any schedule changes.

- Customer will assist with the design, testing and validation of the project Deliverables.
- Customer and HBS agree that work shall progress when Customer staff is not available to participate.

Deliverables

The following are the deliverables HBS will provide to Customer (hereinafter referred to as "Deliverables") for this project:

Any change to the Deliverables listed below will require a Change Order.

#	Deliverables
1	Switching Infrastructure Updates
2	Nutanix Cluster Provisioned, Prism and MOVE services
3	Documentation

Fixed Fee Pricing

This SOW is fixed fee. Any additional work required under a Change Order will also be billed to City of Pittsburg

Service and equipment identified in this SOW do not include any taxes that may be applicable. Any such taxes shall be specified on an invoice as a separate line item.

City of Pittsburg agrees to compensate HBS for providing the Deliverables as stated in this scope.

Project Completion

Project will be complete when all Deliverables have been provided to Customer.

Customer will have seven (7) business days to review the Deliverables for the project. If HBS does not receive a written notice of rejection describing the basis for rejection within this period, the Deliverables will be considered accepted.

After the completion of the project, support may be obtained by contacting the HBS Account Manager. Support will be billed at an agreed upon rate for services rendered.

Change Management

Additional products and services beyond the In-Scope deliverables listed above are considered out of scope and require a Change Order executed by the parties before any such work can be performed. Any additions, deletions, or modifications to the Agreement, regardless of change to project value, require a Change Order.

Terms

Binding Agreement. This SOW describes the professional services and/or products, and results to be provided by HBS. Upon execution, this SOW shall be contractually binding on the parties. The HBS Standard Terms and Conditions are also made part of this Agreement.

Order of Precedence. Any ambiguity or inconsistency between or among the statements of this SOW and the Standard Terms and Conditions shall be resolved by giving priority and precedence in the following order:

- Statement of Work
- Standard Terms and Conditions

Work Hours. All professional services work will be completed during the normal business hours of 8:00 am – 5:00 pm Monday - Friday Central Time. Any work occurring after 5:00 pm or before 8:00 am or on weekends is subject to a bill rate of 1.5 times the normal rate, unless the parties agree otherwise in writing. If any change to the above-stated work hours is required, whether due to shipping or delivery delays or any other reason, the parties shall utilize the Change Order process.

General. No other promises have been made related to this SOW except for those stated in this SOW. This SOW supersedes all other agreements or promises related to this project and SOW. HBS shall not be responsible for any delay caused by the Customer or its vendors or contractors, equipment or shipping delays, or any other occurrence not caused by HBS.

Confidentiality. Each party may have access to confidential information concerning the methodologies, pricing, and business practices of the other. Neither party shall make any use of such information of the other party except in connection with the exercise of its rights and responsibilities under this SOW.

Approval

An authorized signature indicates acceptance of all terms of this SOW. The individual signing warrants and represents that the individual is a duly authorized representative with full authority to enter into this Agreement on behalf of the individual's organization.

HEARTLAND BUSINESS SYSTEMS

Pitt - Nutanix Veeam Arista Infrastructure Refresh

Quote #390495 v3

Prepared For:

City of Pittsburg

Jeff Bair
201 W 4th St
Pittsburg, KS 66762

P: (620) 230-5681
E: jeff.bair@pittks.org

Prepared by:

Overland Park Kansas Office

Scott Mastenbrook
7304 W. 130th St.
#150
Overland Park, KS 66213

P: (913) 940-8809
E: smastenbrook@hbs.net

Date Issued:

11.13.2025

Expires:

12.06.2025

Nutanix Hardware/Software		Price	Qty	Ext. Price
	Production			
NX-8170-G10-6714P-CM	**NX-8170-G10, 1 Node; 2x Intel Xeon 6714P processor (4.0 GHz/ 8-core/ 165W, Granite Rapids SP) per node - 1U - AIOM, 15-Pin VGA, 1 x 100/1000 (IPMI), 2 x USB 3.2 - Power Supply**	$14,537.12	4	$58,148.48
C-MEM-64GB-6400-CM	**64GB MEMORY MODULE (6400MHZ DDR5 RDM)**	$385.88	32	$12,348.16
C-NVM-7.68TB-AB1A-CM	**7.68 TB NVME SSD-PCIE GEN5 (U.2)**	$1,019.70	24	$24,472.80
C-LOM-10G2D1BT-CM	**LOM MODULEBROADCOM 10GBE, 2-PORT, BASE-T NIC (BCM 57416)**	$493.61	4	$1,974.44
C-NIC-25G2E1-CM	**SMC 25/10GBE, 2-PORT, NIC(INTEL E810) TRANSCEIVER NOT INCLUDED**	$404.60	8	$3,236.80
C-PWR-4FC13C14A-CM	**C13/C14, 10A, 4FT POWER CORD**	$20.50	8	$164.00
C-TPM-2.0-U-C-CM	**TPM 2.0 MODULE UNPROVISIONED**	$67.43	4	$269.72
SWA-NCI-ADR-PR	**SUBSCRIPTION, NUTANIX CLOUD INFRASTRUCTURE (NCI) ADVANCED REPLICATION ADD-ON SOFTWARE LICENSE & PRODUCTION SOFTWARE SUPPORT SERVICE FOR 1 CPU CORE**	$197.70	64	$12,652.80
TERM-MONTHS	**NUTANIX TERM IN MONTHS**	$0.00	60	$0.00
S-HW-PRD	**24/7 PRODUCTION LEVEL HW SUPPORT FOR NUTANIX HCI APPLIANCE**	$3,021.44	4	$12,085.76
SUPPORT-TERM	**SUPPORT TERM IN MONTHS**	$0.00	60	$0.00
PROMO-SW-NCI-PRO-PR	**SUBSCRIPTION, NUTANIX CLOUD INFRASTRUCTURE (NCI) PRO SOFTWARE LICENSE & PRODUCTION SOFTWARE SUPPORT SERVICE FOR 1 CPU CORE. ONE-TIME PROMOTIONAL OFFER-INCLUDES A FREE FIRST-YEAR SUBSCRIPTION. FOR NEW CUSTOMERS ONLY.**	$1,355.07	64	$86,724.48
TERM-MONTHS	**NUTANIX TERM IN MONTHS**	$0.00	60	$0.00
PLATFORM INTEGRATION	**PLATFORM INTEGRATION FEE**	$0.00	1	$0.00
	Production Subtotal			**$212,077.44**
	File			
NX-8155-G9-4514Y-CM	**NX-8155-G9, 1 NODE 2X INTEL XEON-SILVER 4514Y PROCESSOR (2 GHZ/ 16-CORE/ 150W,EMERALD RAPIDS) PER NODE**	$10,330.68	4	$41,322.72

Nutanix Hardware/Software		Price	Qty	Ext. Price
C-MEM-32GB-5600 -CM	**32GB MEMORY MODULE (5600MHZ DDR5 RDM)**	$220.90	64	$14,137.60
C-HDD-18TB-EA-CM	**18TB, 3.5IN HDD**	$514.65	32	$16,468.80
C-NVM-7.68TB-B-CM	**7.68 TB NVME SSD**	$1,023.60	16	$16,377.60
C-HBA-3816-1N-A-CM	**12GB/S GEN4 HBA**	$907.37	4	$3,629.48
C-LOM-10G2D1BT-CM	**LOM MODULEBROADCOM 10GBE, 2-PORT, BASE-T NIC (BCM 57416)**	$493.61	4	$1,974.44
C-NIC-25G2D1-CM	**SMC 25/10GBE, 2-PORT, NIC (BCM 57414) TRANSCEIVER NOT INCLUDED**	$386.12	8	$3,088.96
C-PWR-4FC13C14A-CM	**C13/C14, 10A, 4FT POWER CORD**	$20.50	8	$164.00
C-TPM-2.0-U-CM	**TPM 2.0 MODULE UNPROVISIONED**	$76.87	4	$307.48
SW-NUS-PRO-PR	**SUBSCRIPTION, NUTANIX UNIFIED STORAGE (NUS) PRO SOFTWARE LICENSE & PRODUCTION SOFTWARE SUPPORT SERVICE FOR 1 TIB OF DATA STORED**	$1,318.16	150	$197,724.00
TERM-MONTHS	**NUTANIX TERM IN MONTHS**	$0.00	60	$0.00
S-HW-PRD	**24/7 PRODUCTION LEVEL HW SUPPORT FOR NUTANIX HCI APPLIANCE**	$2,927.05	4	$11,708.20
SUPPORT-TERM	**SUPPORT TERM IN MONTHS**	$0.00	60	$0.00
PLATFORM INTEGRATION	**PLATFORM INTEGRATION FEE**	$0.00	1	$0.00
	File Subtotal			**$306,903.28**
	Disaster Recovery			
NX-8170-G10-6714P-CM	**NX-8170-G10, 1 Node; 2x Intel Xeon 6714P processor (4.0 GHz/ 8-core/ 165W, Granite Rapids SP) per node - 1U - AIOM, 15-Pin VGA, 1 x 100/1000 (IPMI), 2 x USB 3.2 - Power Supply**	$14,537.12	4	$58,148.48
C-MEM-64GB-6400 -CM	**64GB MEMORY MODULE (6400MHZ DDR5 RDM)**	$385.88	32	$12,348.16
C-NVM-7.68TB-AB1A-CM	**7.68 TB NVME SSD-PCIE GEN5 (U.2)**	$1,019.70	24	$24,472.80
C-LOM-10G2D1BT-CM	**LOM MODULEBROADCOM 10GBE, 2-PORT, BASE-T NIC (BCM 57416)**	$493.61	4	$1,974.44
C-NIC-25G2E1-CM	**SMC 25/10GBE, 2-PORT, NIC(INTEL E810) TRANSCEIVER NOT INCLUDED**	$404.60	8	$3,236.80
C-PWR-4FC13C14A-CM	**C13/C14, 10A, 4FT POWER CORD**	$20.50	8	$164.00
C-TPM-2.0-U-C-CM	**TPM 2.0 MODULE UNPROVISIONED**	$67.43	4	$269.72
SWA-NCI-ADR-PR	**SUBSCRIPTION, NUTANIX CLOUD INFRASTRUCTURE (NCI) ADVANCED REPLICATION ADD-ON SOFTWARE LICENSE & PRODUCTION SOFTWARE SUPPORT SERVICE FOR 1 CPU CORE**	$197.70	64	$12,652.80
TERM-MONTHS	**NUTANIX TERM IN MONTHS**	$0.00	60	$0.00

Nutanix Hardware/Software		Price	Qty	Ext. Price
S-HW-PRD	**24/7 PRODUCTION LEVEL HW SUPPORT FOR NUTANIX HCI APPLIANCE**	$3,021.44	4	$12,085.76
SUPPORT-TERM	**SUPPORT TERM IN MONTHS**	$0.00	60	$0.00
PROMO-SW-NCI-PRO-PR	**SUBSCRIPTION, NUTANIX CLOUD INFRASTRUCTURE (NCI) PRO SOFTWARE LICENSE & PRODUCTION SOFTWARE SUPPORT SERVICE FOR 1 CPU CORE. ONE-TIME PROMOTIONAL OFFER-INCLUDES A FREE FIRST-YEAR SUBSCRIPTION. FOR NEW CUSTOMERS ONLY.**	$1,355.07	64	$86,724.48
TERM-MONTHS	**NUTANIX TERM IN MONTHS**	$0.00	60	$0.00
PLATFORM INTEGRATION	**PLATFORM INTEGRATION FEE**	$0.00	1	$0.00
	Disaster Recovery Subtotal			**$212,077.44**
			Subtotal:	**$731,058.16**

Veeam Hardware/Software		Price	Qty	Ext. Price
7DGDS62400	**CUSTOM LENOVO THINKSYSTEM SR650 V4 CITY OF PITTSBURG MC30244521 02/11/2026**	$21,048.28	2	$42,096.56
Veeam Software				
P-ADVVUL-0I-SU5YP-00	**VEEAM DATA PLATFORM ADVANCED UNIVERSAL SUBSCRIPTION LICENSE. INCLUDES ENTERPRISE PLUS EDITION FEATURES. 10 INSTANCE PACK. 5 YEARS SUBSCRIPTION UPFRONT BILLING & PRODUCTION (24/7) SUPPORT. PUBLIC SECTOR.**	$7,370.67	7	$51,594.69
Veeam Cloud Vault				
V-VLTFDN-TB-SU5YP-CR	**VEEAM DATA CLOUD VAULT FOUNDATION FOR AZURE. 1 TB. 5 YEARS SUBSCRIPTION UPFRONT BILLING & PRODUCTION (24/7) SUPPORT. CORE REGION DATA CENTER.**	$758.05	100	$75,805.00
			Subtotal:	**$169,496.25**

Arista Switching		Price	Qty	Ext. Price
	Arista 7050 PRD DC			
DCS-7050SX3-48YC8C-R-P	**Promo: Arista 7050X3, 48x25GbE SFP & 8x100GbE QSFP switch, rear- to-front air, 2xAC**	$16,559.38	2	$33,118.76
SS-CVS-LT-FIX-2-SWITCH-1M	**CloudVision as-a-Service Lite SW Subscription License for 1-Month for 1 Switch. Arista Fixed 10G+ Group 2 Platforms.**	$80.62	120	$9,674.40
SVC-7050SX3-48YC8C-1M-NB	**1 Month A-Care Software & NBD Hardware Replacement/Same Day Ship for 7050SX3-48YC8C**	$116.10	120	$13,932.00
CAB-Q-Q-100G-0.5-P	**Promo: 100GbE QSFP100 to QSFP100 twinax copper cable, 0.5M**	$129.06	2	$258.12
	Arista 7050 PRD DC Subtotal			**$56,983.28**

HEARTLAND BUSINESS SYSTEMS

Arista Switching		Price	Qty	Ext. Price
	Arista 7050 PRD Core			
DCS-7050SX3-24YC4C-S-R	**Arista 7050X3, 24x25GbE SFP & 4x100GbE QSFP switch, rear-to-front air, 2xAC**	$12,496.88	2	$24,993.76
SS-CVS-LT-FIX-1-SWITCH-1M	**CloudVision as-a-Service Lite SW Subscription License for 1-Month for 1 Switch. Arista Fixed 10G+ Group 1 Platforms.**	$66.88	120	$8,025.60
SVC-7050SX3-24YC4CS-1M-NB	**1 Month A-Care Software & NBD Hardware Replacement/Same Day Ship for 7050SX3-24YC4C-S**	$91.12	120	$10,934.40
CAB-Q-Q-100G-0.5-P	**Promo: 100GbE QSFP100 to QSFP100 twinax copper cable, 0.5M**	$129.06	2	$258.12
	Arista 7050 PRD Core Subtotal			**$44,211.88**
	Arista 7050 DR DC			
DCS-7050SX3-24YC4C-S-R	**Arista 7050X3, 24x25GbE SFP & 4x100GbE QSFP switch, rear-to-front air, 2xAC**	$12,496.88	2	$24,993.76
SS-CVS-LT-FIX-1-SWITCH-1M	**CloudVision as-a-Service Lite SW Subscription License for 1-Month for 1 Switch. Arista Fixed 10G+ Group 1 Platforms.**	$66.88	120	$8,025.60
SVC-7050SX3-24YC4CS-1M-NB	**1 Month A-Care Software & NBD Hardware Replacement/Same Day Ship for 7050SX3-24YC4C-S**	$91.12	120	$10,934.40
CAB-Q-Q-100G-0.5-P	**Promo: 100GbE QSFP100 to QSFP100 twinax copper cable, 0.5M**	$129.06	2	$258.12
	Arista 7050 DR DC Subtotal			**$44,211.88**
			Subtotal:	**$145,407.04**

* Optional

Optional: Arista 720DP Critical Access		Price	Qty	Ext. Price
	Arista 720DP Critical Access			
CCS-720DP-24S-M-S-2F-P	**Promo: Arista 720DP, 24 x 1G POE, 4x10G SFP switch, exp mem, front to rear air, 2 460W AC**	$2,309.38	1	$2,309.38
CAB-C15-NA	**Power Cord, North America, C15 to NEMA5-15P, 13A/125V, 16 AWG, 6FT (2M), UL/CSA**	$0.00	2	$0.00
SS-CVS-LT-G1-SWITCH-1M	**CloudVision as-a-Service Lite SW Subscription License for 1-Month for 1 Switch. Arista Fixed 1G/mG Group 1 Platforms.**	$23.75	60	$1,425.00
SVC-720DP-24S-M-S-1M-NB	**1-Month A-Care Software & NBD Hardware Replacement/Same Day Ship for CCS-720DP-24S-M-S series**	$14.18	60	$850.80
	Arista 720DP Critical Access Subtotal			**$0.00**
			* Optional Subtotal:	**$4,585.18**

HEARTLAND BUSINESS SYSTEMS

Optics/Cables		Price	Qty	Ext. Price
C-XCVR-SR-SFP28-ENC	**25GBASE-SR SFP28 850NM 100M DOM MMF DUPLEX LC NUTANIX COMP TAA**	$81.25	24	$1,950.00
SFP-25G-SR-ENC	**ENET Arista SFP-25G-SR Compatible TAA Compliant Functionally Identical 25GBASE-SR SFP28 850nm 100m w/DOM Multi Mode Duplex LC - Programmed, Tested, and Supported in the USA, Lifetime Warranty**	$81.25	28	$2,275.00
LC2-OM4-2M-ENC	**ENET 2M LC/LC Duplex Multimode 50/125 10Gb OM4 or Better Aqua Laser Optimized Multi-Mode (LOMM) Fiber Patch Cable 2 meter LC-LC Individually Tested - Lifetime Warranty**	$23.65	28	$662.20
			Subtotal:	**$4,887.20**

HBS Services		Price	Qty	Ext. Price
HBS-FF-PROJECT	**Turnkey Fixed Fee Project**	$89,055.00	1	$89,055.00
			Subtotal:	**$89,055.00**

Shipping		Price	Qty	Ext. Price
HBS-SHIPPING-PO	**Freight Estimate**	$3,300.00	1	$3,300.00
			Subtotal:	**$3,300.00**

Non-Returnable/Non-Refundable Language

Nutanix Notes:

Nutanix now requires that an actual Customer Purchase Order be provided with any order Heartland submits. If there is no actual end-user PO and one won't be provided in the future, your signature on this quote signifies that you are agreeing to the following statement: "An end-user purchase order will not be issued for this transaction. We understand that all purchase orders to Nutanix are binding and final, and no returns, cancellations, exchanges, refunds, or assignment requests will be accepted."

Veeam Note:

Customer understands that all orders for Veeam are final when accepted by Veeam. No cancellations, returns, exchanges or refunds are allowed.

Arista Note:

Customer understands that all orders for Arista are final when accepted by Arista. No cancellations, returns, exchanges or refunds are allowed.

Public Contract Vehicles

TIPS - 220105

Quote Summary	Amount
Nutanix Hardware/Software	$731,058.16
Veeam Hardware/Software	$169,496.25
Arista Switching	$145,407.04

Quote Summary	Amount
Optics/Cables	$4,887.20
HBS Services	$89,055.00
Subtotal:	**$1,139,903.65**
Shipping:	**$3,300.00**
Total:	**$1,143,203.65**

*Optional Expenses	One-Time
Optional: Arista 720DP Critical Access	$4,585.18
Optional Subtotal:	**$4,585.18**

This Quote does not include any federal or state prevailing wage rates, unless specifically noted. If this project requires compliance with any federal or state prevailing wage laws, the customer must immediately notify Heartland in writing prior to acceptance so that Heartland can provide an updated Quote. Any modifications made after the project commencement will result in additional charges and delays.

This quote may not include applicable sales tax, telecommunications taxes, shipping, handling, and delivery charges. Final applicable sales tax, telecommunications taxes, shipping, handling, and delivery charges are calculated and applied at invoice. The above prices are for hardware/software only, and do not include delivery, setup or installation by Heartland ("HBS") unless otherwise noted. Installation by HBS is available at our regular hourly rates, or pursuant to a prepaid HBSFlex Agreement. This configuration is presented for convenience only. HBS is not responsible for typographical or other errors/omissions regarding prices or other information. Prices and configurations are subject to change without notice. HBS may modify or cancel this quote if the pricing is impacted by a tariff. A 20% restocking fee will be charged on any returned part. Customer is responsible for all costs associated with return of product and a $25.00 processing fee. No returns, cancellations or order changes are accepted by HBS without prior written approval. This quote and any attached agreement are not subject to termination without cause or for convenience. This quote expressly limits acceptance to the terms of this quote, and HBS disclaims any additional terms. Customer may issue a purchase order for administrative purposes only. By providing your "E-Signature," you acknowledge that your electronic signature is the legal equivalent of your manual signature, and you warrant that you have express authority to execute this agreement and legally bind your organization to this proposal and all attached documents. Any purchase that the customer makes from HBS is governed by HBS' Standard Terms and Conditions ("ST&Cs") located at http://www.hbs.net/standard-terms-and-conditions, which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed, the ST&Cs on the above-stated website at that time shall apply. If customer has signed HBS' ST&Cs version 2022.v1.0 or later, or the parties have executed a current master services agreement, the signed agreement shall control over any conflicting terms in the version on the website. If a current master services agreement does not cover the purchase of products, the ST&Cs located on the website shall govern the purchase of products. Certain purchases also require customer to be bound by end user terms and conditions. A list of end user terms and conditions related to various manufacturers and vendors is set forth at https://www.hbs.net/End-User-Agreements. Any purchase that customer makes is also governed by the applicable end user terms and conditions, which are incorporated herein by reference. If customer has questions about whether end user terms and conditions apply to a purchase, customer shall contact HBS. Any order(s) that exceeds the credit limit assigned by HBS shall require upfront payment from customer in an amount determined by HBS. HBS shall make this determination at the time of the order, unless customer has previously submitted the required onboarding paperwork. In such event, HBS shall make this determination at the time of quoting. Customer shall ensure that all invoices are timely paid as stated in Section 2 of the ST&Cs, regardless of whether Customer has a financing or leasing company or other third-party issue the purchase order. In the event that a third-party issues the purchase order, Customer shall be required to sign this Quote for purposes of approving the order. QT.2025.v1.0

Acceptance

Overland Park Kansas Office	**City of Pittsburg**
Scott Mastenbrook	
Signature / Name	Signature / Name — Initials
11/13/2025	
Date	Date

City of Pittsburg
Forward Together.

PUBLIC WORKS
201 W 4th Street
Pittsburg, KS 66762

P: (620) 231-4100
www.pittks.org

Interoffice Memorandum

To:	Daron Hall, City Manager
CC:	Tammy Nagel, City Clerk; Dexter Neisler, Zoning Administrator
From:	DeAnna Goering, Secretary, Planning Commission/Board of Zoning Appeals
Date:	December 4, 2025
Subject:	Agenda Item – December 9, 2025 Appointments to the Planning Commission/Board of Zoning Appeals

The Planning Commission/Board of Zoning Appeals shall consist of seven (7) members. The current board needs one (1) members to maintain seven (7) members.

In this regard, would you place this item on the agenda for the City Commission meeting scheduled for December 9, 2025.

Requested Action: For the Governing Body to consider the following applicants and select one (1) to serve a three (3) year term on the Planning Commission/Board of Zoning Appeals:

- Mr. Charles R. "Bob" Gilmore, seeking a first term as a member of the Board
- Mr. Isaiah Harris, seeking a first term as a member of the Board
- Mr. Jeff Brooks, seeking a first term as a member of the Board.

If you have any questions regarding this matter, please feel free to contact me at 620-230-5551.

Sincerely,

DeAnna Goering

DeAnna Goering
Secretary, Planning Commission/Board of Zoning Appeals

Attachments:
Mr. Charles R. "Bob" Gilmore – Application for Appointment
Mr. Isaiah Harris - Application for Appointment
Mr. Jeff Brooks – Application for Appointment

City of
Pittsburg
Forward Together.

RECEIVED
DEC 01 2025
Division of City Clerk

Board of Zoning Appeals / Planning Commission

APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Commission and made available to the press and public.

☐ I am a current member seeking reappointment to the Commission.

☒ I am seeking a first term as a member of the Commission.

Name: Jeff Brooks

Home Address: 1533 Hampton Road

Mailing Address: 201 N. Joplin

Occupation: Business Owner / Master Plumber

Business Address: 201 N. Joplin

Home Telephone: 620-231-5696

Business Telephone: 620-231-5696

E-mail: jeff_cherylbrooks@hotmail.com

Are you a resident of Pittsburg? Yes If yes, how long have you lived in Pittsburg: 63 years

Current occupation (within last 12 months): Master Plumber

Business interest in the last 12 months: Rental Property / Storage Facility
Plumbing Contractor / Business Owner

Previous Committee/Commission Experience: IAPMO Member
Building Code Board of Appeals / Building Trades Review Board
Crawford County Zoning Board

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application. City Licenses Pittsburg, Frontenac, Girard, Arma, Numerous Certifications related to Plumbing trade

Professional and/or community service activities: Hearts + Hammers Participant Habitat for Humanity, IAPMO Pittsburg Chapter, IAPMO Southeast Kansas Chapter, Past Member Pittsburg Area Property Owners Assoc.

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute: Plumbing Trade for 50 years In the field Knowledge that would be beneficial to real world issues in housing needs. Quality tradesman AND fair practices. update codes + regulations to current.

The Board of Zoning Appeals / Planning Commission meets at the Law Enforcement Center (201 North Pine) at 5:30 p.m. on the 4th Monday of each month. Appointment to this position may require you to file a Conflict of Interest Disclosure Statement, which is a public record.

Signature of Applicant: [signature]

Date: 12/1/25

If you have any questions regarding the appointment procedure, please contact the Deputy City Clerk by phone at (620)230-5532 or by email at jacob.bennett@pittks.org.

Please return your completed application by **Noon** on **December 1st, 2025**.

Applications may be submitted:

1. By mail: The City of Pittsburg
   Attn: Deputy City Clerk
   PO Box 688
   Pittsburg, Kansas 66762
2. In person at City Hall (201 West 4th Street), or
3. By email to jacob.bennett@pittks.org

City of Pittsburg
Forward Together.

Board of Zoning Appeals / Planning Commission

APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Commission and made available to the press and public.

☐ I am a current member seeking reappointment to the Commission.

☒ I am seeking a first term as a member of the Commission.

Name: Charles R (Bob) Gilmore

Home Address: 521 W Martin Pittsburg KS 66762

Mailing Address: Same

Occupation: Retired Plumber & city Building inspector

Business Address:

Home Telephone: 620-687-5713

Business Telephone:

E-mail: CharlesGilmore@OUTLook.Com

Are you a resident of Pittsburg? Yes If yes, how long have you lived in Pittsburg: over 70

Current occupation (within last 12 months): Retired

Business interest in the last 12 months: County Zoning Board

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application. Plumber and HVAC Professional for over 50 years. Been on P&Z a couple of times and worked for city as an Inspector For 9.5 Yrs

Professional and/or community service activities: County P&Z past and present and Headed up Hearts and Hammers for a number of years and was a member when not in charge

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute: I am interested in what is happening within City of Pittsburg. Have served Last Two years on th NAC

The Board of Zoning Appeals / Planning Commission meets at the Law Enforcement Center (201 North Pine) at 5:30 p.m. on the 4th Monday of each month. Appointment to this position may require you to file a Conflict of Interest Disclosure Statement, which is a public record.

Signature of Applicant: Charles R. Stimore

Date: 11/19/25

If you have any questions regarding the appointment procedure, please contact the Deputy City Clerk by phone at (620)230-5532 or by email at jacob.bennett@pittks.org.

Please return your completed application by **Noon** on **December 1st, 2025**.

Applications may be submitted:

1. By mail: The City of Pittsburg
Attn: Deputy City Clerk
PO Box 688
Pittsburg, Kansas 66762

City of Pittsburg
Forward Together.

RECEIVED
NOV 26 2025
Pittsburg City Clerk

Board of Zoning Appeals / Planning Commission

APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Commission and made available to the press and public.

☐ I am a current member seeking reappointment to the Commission.

☒ I am seeking a first term as a member of the Commission.

Name: Isaiah Harris

Home Address: 411 East Adams St

Mailing Address: "

Occupation: Shift Supervisor / Manager (Mall Deli)

Business Address: 202 Centennial Dr

Home Telephone: 620-670-0848

Business Telephone: 620-231-7590

E-mail: theharris180@gmail.com

Are you a resident of Pittsburg? X If yes, how long have you lived in Pittsburg: 27 yrs +

Current occupation (within last 12 months): Shift Supervisor @ Mall Deli

Business interest in the last 12 months: My wife runs an in-home daycare.

Previous Committee/Commission Experience: I have not yet had the opportunity to serve on a committee or commission.

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application. Through my lifetime in Pittsburg, my education at PSU, a decade of work at a local business, supporting my wife's daycare, and being able to speak spanish, I have grown to understand the needs of our town and how to meet them

Professional and/or community service activities: Key club in high school. Honors college at PSU. Assisted volunteer coordination at Wesley House.

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute: Ultimately, I want to give back and serve our community. Zoning policy is a critical framework for growth and development and I believe my research and outreach skills will fit the board well.

The Board of Zoning Appeals / Planning Commission meets at the Law Enforcement Center (201 North Pine) at 5:30 p.m. on the 4th Monday of each month. Appointment to this position may require you to file a Conflict of Interest Disclosure Statement, which is a public record.

Signature of Applicant:

Date: 25/Nov/25

If you have any questions regarding the appointment procedure, please contact the Deputy City Clerk by phone at (620)230-5532 or by email at jacob.bennett@pittks.org.

Please return your completed application by **Noon** on **December 1st, 2025**.

Applications may be submitted:

1. *By mail:* *The City of Pittsburg*
   Attn: Deputy City Clerk
   PO Box 688
   Pittsburg, Kansas 66762
2. In person at City Hall (201 West 4th Street), or
3. By email to jacob.bennett@pittks.org

Isaiah Harris

411 E Adams St

Pittsburg KS 66762

theharris180@gmail.com

620-670-0848

I am a lifelong Pittsburg resident with a passion for helping others. My worldview is focused on underserved populations because that's where I come from. I am seeking an opportunity to get involved and to learn the best way I can be of service for our town.

Skills

- Community engagement and networking
- Adept researcher with national-level debate experience
- Proficient in Spanish (C1)
- Effective and efficient communication skills - public speaking and customer service
- Listening, focusing, and responding to the needs of others

Work Experience

The Mall Deli - Prep Cook / Line Cook
June 2015 - January 2022

Initially hired on as a dishwasher, I was promptly promoted to the high-stress, fast-paced environment of our kitchen.

The Mall Deli - Shift Supervisor / Caterer
January 2022 - Present

Upon changing ownership of the Mall Deli restaurant, I was trusted to take on extra responsibilities regarding customer *service, staff management, and our catering operations.*

Education

Pittsburg State University: Bachelor of Science - Major in Psychology (emphasis in legal issues) & Minor in Spanish
August 2017 - May 2020 — August 2022 - June 2023 // Pittsburg, KS 66762

Enrolled immediately following high school, then took a break during the Covid-19 pandemic to work overtime to help support *my family. Member of the Honors College. Graduated with a* program GPA of 3.83 and 5x Scholastic honors.

References

Jim Martino

Former employer/owner of Mall Deli

(620) 875-5593

109 N Rondelli - Pittsburg, KS 66762

mingofishtrap@gmail.com

Dr. Grant D. Moss

Professor of Spanish

Department of English and Modern Languages

1701 S Broadway - Pittsburg, KS 66762

gmoss@pittstate.edu

(620) 235-4713

Dr. Julie Allison

Professor of Psychology

Department of Psychology and Counseling

301 S Elm St - Pittsburg, KS 66762

jallison@pittstate.edu

(620) 235-4529