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PARKS AND RECREATION ADVISORY BOARD

APPOINTMENTS - Appoint two members to the Parks and Recreation Advisory Board to fill the unexpired term of John Lair, effective immediately and ending on December 31, 2018; and Todd Loveland, effective immediately and ending on December 31, 2019,

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CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, October 24, 2017
5:30 PM

CALL TO ORDER BY THE MAYOR:

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

CONSENT AGENDA:

- a. Approval of the October 10, 2017, City Commission Meeting minutes.
- b. Approval of staff recommendation to authorize the Mayor to sign a Municipal Quit Claim Deed and Permanent Right of Easement transferring property adjacent to 636 North Warren Street to Robert and Brenda Mishmash.
- c. Approval of the Appropriation Ordinance for the period ending October 24, 2017 subject to the release of HUD expenditures when funds are received.

ROLL CALL VOTE.

PUBLIC HEARING:

- a. PUBLIC HEARING - The City of Pittsburg advertised for a Public Hearing to be held on Tuesday, October 24th, 2017, at 5:30 p.m. to receive public comment on the establishment of a Rural Housing Incentive District (RHID) and the adoption of a plan for the development of housing and public facilities in such proposed district. **Following Public Hearing, adopt Ordinance No. S-1049, the Pittsburg Highlands Development Plan and the Pittsburg Highlands Funding Agreement and authorize the Mayor to sign the necessary documents on behalf of the City.**

CONSIDER THE FOLLOWING:

- a. LOAN MODIFICATION - PITTSBURG HIGHLANDS, LP - Consider staff recommendation to modify the \$300,000 loan granted to Pittsburg Highlands, LP, to remove the recourse language and to modify the terms of the loan agreement to reflect a fifteen year period, with monthly installments of \$500, with the balance to be paid in full at the end of fifteen years. **Approve or disapprove staff recommendation and, if approved, authorize the Mayor to sign the necessary documents on behalf of the City.**

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, October 24, 2017
5:30 PM

- b. PLAT - PITTSBURG HIGHLANDS, LLC - The Planning Commission/Board of Zoning Appeals will hold a meeting on October 23, 2017 to review the final plat of the Pittsburg Highland Subdivision. Pointe Royale Development, Inc., on behalf of Pittsburg Highlands, LLC, has submitted a final plat for review of Lots 5, 6, 17 and 18 of Radell's Second Addition to the City of Pittsburg; the area located North and South between Atkinson Avenue and East 31st Street and East and West between Scotty Drive and Radell Street. The proposed plat contains twenty-two (22) lots that will allow for future single family residential development of the property. The City's Director of Public Works will present a verbal recommendation from the Planning Commission/Board of Zoning Appeals. **Approve or disapprove verbal recommendation and, if approved, authorize the Mayor and City Clerk to sign the plat on behalf of the City.**
- c. RESOLUTION NO. 1198 - Consider approval of Resolution No. 1198, adopting and approving the proposed Capital Improvements Program (CIP) for the years 2018-2022. **Approve or disapprove Resolution No. 1198 and, if approved, authorize the Mayor to sign the Resolution on behalf of the City.**
- d. JAYCEE BALL PARK TURF PROJECT - Consider staff recommendation to enter into a contract with FieldTurf, USA, Inc., in the amount of \$222,942.49 for product and installation of turf on the field, in batting cages, the Coolplay System, replacement of nailer boards as needed, and an additional 4 maintenance visits at Jaycee Ball Park. **Approve or disapprove staff recommendation and, if approved, authorize the Mayor to sign the necessary documents on behalf of the City.**
- e. JAYCEE BALL PARK TURF PROJECT FINANCING - Consider staff recommendation to enter into a contract with Clayton Holdings, LLC of St. Louis, Missouri. for \$222,942.49 minus \$70,000 down payment at a rate of 2.47 for seven years with annual payments being \$23,752.54 beginning in May of 2018 for the Jaycee Ball Park field turf project. **Approve or disapprove staff recommendation and, if approved, authorize the Mayor to sign the necessary documents on behalf of the City.**
- f. PARKS AND RECREATION ADVISORY BOARD APPOINTMENTS - Appoint two members to the Parks and Recreation Advisory Board to fill the unexpired term of John Lair, effective immediately and ending on December 31, 2018; and Todd Loveland, effective immediately and ending on December 31, 2019,

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
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SPECIAL PRESENTATION:

- a. ECONOMIC DEVELOPMENT QUARTERLY UPDATE - Director of Economic Development Blake Benson and Chief Strategy Officer for Pittsburg State University Shawn Naccarato will present the quarterly update on Economic Development activities in Pittsburg. **Receive for file.**

NON-AGENDA REPORTS & REQUESTS:

ADJOURNMENT

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
October 10th, 2017

A Regular Session of the Board of Commissioners was held at 5:30 p.m. on Tuesday, October 10th, 2017, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor Michael Gray presiding and the following members present: John Kettermann, Chuck Munsell, and Patrick O'Bryan. Commissioner Jeremy Johnson participated by phone.

Mark Chambers of the First United Methodist Church provided the invocation.

APPROVAL OF MINUTES – SEPTEMBER 26th, 2017 - On motion of Kettermann, seconded by O'Bryan, the Governing Body approved the September 26th, 2017, City Commission Meeting minutes as submitted. Motion carried.

2016 SANITARY SEWER REHAB PROJECT - CHANGE ORDER AND FINAL PAYMENT – On motion of Kettermann, seconded by O'Bryan, the Governing Body approved Change Order No. 2 reflecting an increase of \$3,024.00, making a new contract construction amount of \$303,018.50, and final payment in the amount of \$108,509.15 to SAK Construction, LLC, of O'Fallon, Missouri, for the 2016 Sanitary Sewer Rehab Project. Motion carried.

APPROPRIATION ORDINANCE – On motion of Kettermann, seconded by O'Bryan, the Governing Body approved the Appropriation Ordinance for the period ending October 10th, 2017, subject to the release of HUD expenditures when funds are received with the following roll call vote: Yea: Gray, Johnson, Kettermann, Munsell and O'Bryan. Motion carried.

ENGINEERING SERVICES AGREEMENT – EARLES ENGINEERING AND INSPECTION – On motion of Gray, seconded by Munsell, the Governing Body approved the Engineering Services Agreement between The City of Pittsburg and Earles Engineering & Inspection, Inc., in an amount not to exceed \$94,550.00, in which Earles Engineering & Inspection, Inc. will design and create the bid documents for a new City street connecting City property to East Centennial, and authorized the Mayor to sign the Agreement on behalf of the City. Motion carried.

NON-AGENDA REPORTS & REQUESTS –

PARKS AND RECREATION ADVISORY BOARD – City Manager Daron Hall announced that the City is seeking two individuals to serve on the Parks and Recreation Advisory Board.

DIRECTOR OF HUMAN RESOURCES – City Manager Daron Hall introduced newly hired Director of Human Resources Tiffany Jarman.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
October 10th, 2017

SECURITY CAMERA UPGRADE – Commissioner Munsell stated that with the current security camera upgrade at City facilities, signage should be installed at facilities where video and audio is recorded to warn customers that their business transactions are being recorded. Assistant City Manager Jay Byers indicated that appropriate signage will be installed.

BESSE HOTEL – Commissioner Munsell inquired as to the status of the Besse Hotel. City Manager Daron Hall stated that the Besse Hotel is privately owned and has been poorly operated in the recent past. Mr. Hall indicated that over the next two months, the City will have employees posted at the building, 24 hours a day, to help secure and protect the facility until a new operator can assume responsibility for the facility. City Manager Hall assured the Governing Body that the City employees who are working at the Besse Hotel are safe.

ADJOURNMENT: On motion of O'Bryan, seconded by Ketterman, the Governing Body adjourned the meeting at 5:53 p.m. Motion carried.

Michael Gray, Mayor

ATTEST:

Tammy Nagel, City Clerk

INTEROFFICE MEMORANDUM

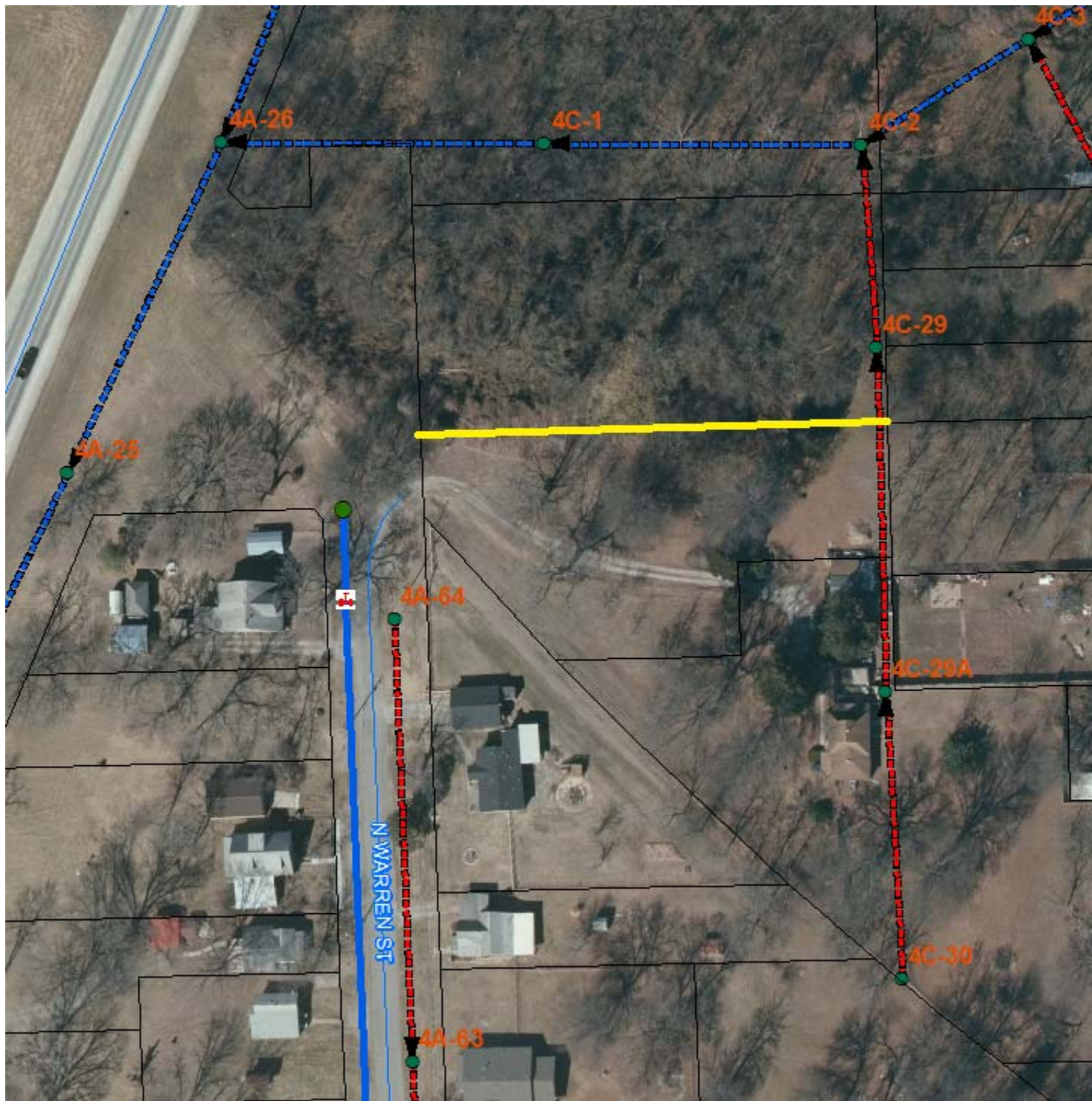
To: Pittsburg City Commissioners
From: Becky Gray, Director of Community Development and Housing
CC: Daron Hall, City Manager
Date: October 18, 2017
Subject: Municipal Quit Claim Deed from City of Pittsburg to Mishmash

Robert Mishmash, who owns property at 636 North Warren Street, approached the City about one year ago asking if we would convey a City owned parcel to him. The parcel in question is immediately north of his, and contains his driveway. Please see the attached map for illustration

After consulting with the City's Directors of Parks and Recreation, Public Works, and Public Utilities, City Staff has agreed that Mr. Mishmash made a reasonable request.

The future use of the City owned parcel to the north of Mr. Mishmash's property includes a hike/bike trail system; however, the design of the trail does not extend on to the portion of the parcel that we recommend deeding over to Mr. Mishmash. To insure that City Staff can move forward with the remainder of the trail system, and have access for ongoing maintenance,

Therefore, I am asking that the Commission authorize the Mayor to sign both the Municipal Quit Claim Deed and the Permanent Right of Easement, which will convey the appropriate portion of the parcel to Mr. Mishmash.



VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	10/06/2017			180743		
C-CHECK	VOID CHECK	V	10/06/2017			180744		
C-CHECK	VOID CHECK	V	10/06/2017			180752		
C-CHECK	VOID CHECK	V	10/06/2017			180782		
C-CHECK	VOID CHECK	V	10/06/2017			180783		
C-CHECK	VOID CHECK	V	10/06/2017			180784		
C-CHECK	VOID CHECK	V	10/06/2017			180788		
C-CHECK	VOID CHECK	V	10/06/2017			180789		
C-CHECK	VOID CHECK	V	10/06/2017			180790		
C-CHECK	VOID CHECK	V	10/13/2017			180803		
C-CHECK	VOID CHECK	V	10/13/2017			180804		

* * 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:	11 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: * TOTALS:	11		0.00	0.00	0.00
BANK: * TOTALS:	11		0.00	0.00	0.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE:10/04/2017 THRU 10/17/2017

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6154	4 STATE MAINTENANCE SUPPLY INC	R	10/06/2017			180741		175.07
0523	AT&T	R	10/06/2017			180742		4,789.33
1991	OFFICE OF STATE FIRE MARSHAL	R	10/06/2017			180745		240.00
5506	MIKE E BROWN	R	10/06/2017			180746		210.00
1	CHANDLER, LENA	R	10/06/2017			180747		30.00
6865	MICHAEL S COLE	R	10/06/2017			180748		177.92
0856	COLLEGIO/PSU	R	10/06/2017			180749		189.00
0748	CONRAD FIRE EQUIPMENT INC	R	10/06/2017			180750		7.26
4263	COX COMMUNICATIONS KANSAS LLC	R	10/06/2017			180751		1,968.48
7517	CRAW-KAN TELEPHONE COOPERATIVE	R	10/06/2017			180753		150.00
1	DAVENPORT, LARRY	R	10/06/2017			180754		195.00
7682	ISHMAEL ELKAMIL	R	10/06/2017			180755		105.00
7603	MICHAEL FLOYD	R	10/06/2017			180756		140.00
7151	TOTALFUNDS BY HASLER	R	10/06/2017			180757		1,000.00
1	HINES, CANDICE	R	10/06/2017			180758		20.00
7597	CHRISTOPHER HOLCOMB	R	10/06/2017			180759		140.00
6923	HUGO'S INDUSTRIAL SUPPLY INC	R	10/06/2017			180760		12.86
7680	IMA, INC.	R	10/06/2017			180761		3,125.00
1	INTERURBAN JAZZ COLLECTIVE	R	10/06/2017			180762		250.00
6201	KANSAS IMAGING CONSULTANTS	R	10/06/2017			180763		32.00
0225	KDOR	R	10/06/2017			180764		10,183.67
0226	KDOR LIQUOR TAX	R	10/06/2017			180765		189.59

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DATE RANGE:10/04/2017 THRU 10/17/2017

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7795	LEADEN PROPERTIES LLC	R	10/06/2017			180766		6,756.91
7305	TAYLOR MARTIN	R	10/06/2017			180767		140.00
7716	JORDAN MEADOWS	R	10/06/2017			180768		1,510.00
7480	RODGER PETRAIT	R	10/06/2017			180769		57.92
1	RAIDER INK	R	10/06/2017			180770		72.00
0175	REGISTER OF DEEDS	R	10/06/2017			180771		32.00
1	ROBISON, ASHLEY	R	10/06/2017			180772		25.00
0188	SECRETARY OF STATE	R	10/06/2017			180773		25.00
7270	SECURITY 1ST TITLE, LLC	R	10/06/2017			180774		240.00
5718	ANDRA STEFANONI	R	10/06/2017			180775		500.00
1	SUTTON, JODI	R	10/06/2017			180776		560.00
7532	CRAIG TAYLOR	R	10/06/2017			180777		120.00
1	TROUTMAN, MARTHA	R	10/06/2017			180778		20.00
0349	UNITED WAY OF CRAWFORD COUNTY	R	10/06/2017			180779		75.77
2916	US CELLULAR	R	10/06/2017			180780		88.07
5589	VERIZON WIRELESS SERVICES, LLC	R	10/06/2017			180781		9,171.58
2350	WASTE CORPORATION OF MISSOURI	R	10/06/2017			180785		266.61
7801	MARCUS WEATHERMAN	R	10/06/2017			180786		140.00
1108	WESTAR ENERGY	R	10/06/2017			180787		115,700.30
5371	PITTSBURG FAMILY YMCA	R	10/06/2017			180791		294.20
7497	JOSEPH ZOGG	R	10/06/2017			180792		210.00
2876	A-PLUS CLEANERS & LAUNDRY	R	10/13/2017			180793		453.00

VENDOR SET: 99 City of Pittsburg, KS

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DATE RANGE:10/04/2017 THRU 10/17/2017

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2004	AIRE-MASTER OF AMERICA, INC.	R	10/13/2017			180794		16.40
6126	AMERICAN LAW ENFORCEMENT RADAR	R	10/13/2017			180795		560.00
7681	BACKGROUND INVESTIGATION BUREAU	R	10/13/2017			180796		50.85
5506	MIKE E BROWN	R	10/13/2017			180797		180.00
1616	CITY OF PITTSBURG	R	10/13/2017			180798		75.00
5283	CLASS LTD	R	10/13/2017			180799		51.30
6865	MICHAEL S COLE	R	10/13/2017			180800		338.79
0748	CONRAD FIRE EQUIPMENT INC	R	10/13/2017			180801		142.91
7657	COPY PRODUCTS, INC.	R	10/13/2017			180802		1,994.00
7483	RICKY EUGENE CORNELL	R	10/13/2017			180805		128.70
4263	COX COMMUNICATIONS KANSAS LLC	R	10/13/2017			180806		90.31
4263	COX COMMUNICATIONS KANSAS LLC	R	10/13/2017			180807		33.61
4263	COX COMMUNICATIONS KANSAS LLC	R	10/13/2017			180808		77.23
4263	COX COMMUNICATIONS KANSAS LLC	R	10/13/2017			180809		29.40
4263	COX COMMUNICATIONS KANSAS LLC	R	10/13/2017			180810		13.23
0375	WICHITA WATER CONDITIONING, IN	R	10/13/2017			180811		5.50
1	DELUNA, VANESSA	R	10/13/2017			180812		43.75
1	DOVER SOD FARMS, INC	R	10/13/2017			180813		250.00
1	EDWARDS, ALEISHA	R	10/13/2017			180814		250.00
7603	MICHAEL FLOYD	R	10/13/2017			180815		140.00
6703	GT DISTRIBUTORS INC	R	10/13/2017			180816		1,696.00
7597	CHRISTOPHER HOLCOMB	R	10/13/2017			180817		140.00

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DATE RANGE:10/04/2017 THRU 10/17/2017

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7651	K & D'S LIQUORS, LLC	R	10/13/2017			180818		185.62
7414	KANSAS GAS SERVICE (ESG)	R	10/13/2017			180819		62.50
7803	KB CONSTRUCTION LLC	R	10/13/2017			180820		12,000.00
1	KITCHEN, MELINDA	R	10/13/2017			180821		25.00
6656	KNIPP EQUIPMENT INC	R	10/13/2017			180822		643.00
7190	LEXISNEXIS RISK DATA MANAGEMEN	R	10/13/2017			180823		393.38
7635	DOUG LINDER	R	10/13/2017			180824		4,942.00
7804	MARTIN PROFESSIONAL, LLC	R	10/13/2017			180825		229.25
7305	TAYLOR MARTIN	R	10/13/2017			180826		172.18
7233	MORPHO TRUST USA LLC	R	10/13/2017			180827		3,642.00
7392	ASSURECO RISK MANAGEMENT & REG	R	10/13/2017			180828		350.00
1	ORTEGA, APRIL	R	10/13/2017			180829		45.00
7802	CHRISTOPHER L PATTERSON	R	10/13/2017			180830		606.19
6894	R.M.I. GOLF CARTS	R	10/13/2017			180831		204.53
6806	RED MUNICIPAL & INDUSTRIAL EQU	R	10/13/2017			180832		2,968.68
0175	REGISTER OF DEEDS	R	10/13/2017			180833		18.00
7660	LOGAN ROBERTS	R	10/13/2017			180834		90.00
7771	D & M RYAN, INC	R	10/13/2017			180835		102.75
6352	SAK CONSTRUCTION LLC	R	10/13/2017			180836		108,509.15
6377	SOUTHEAST KANSAS RECYCLING CEN	R	10/13/2017			180837		642.00
7532	CRAIG TAYLOR	R	10/13/2017			180838		120.00
7325	TODD A FISHER	R	10/13/2017			180839		61.13

VENDOR SET: 99 City of Pittsburg, KS

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7053	U.S. PEROXIDE, LLC	R	10/13/2017			180840		950.00
5589	VERIZON WIRELESS SERVICES, LLC	R	10/13/2017			180841		392.49
7497	JOSEPH ZOGG	R	10/13/2017			180842		350.00
0038	LEAGUE OF KANSAS MUNICIPALITIE	E	10/16/2017			999999		37.12
0046	ETTINGERS OFFICE SUPPLY	E	10/10/2017			999999		922.00
0046	ETTINGERS OFFICE SUPPLY	E	10/16/2017			999999		514.71
0051	GRIZZLE BEAR, LLC	E	10/16/2017			999999		1,560.00
0054	JOPLIN SUPPLY COMPANY	E	10/16/2017			999999		1,329.90
0055	JOHN'S SPORT CENTER, INC.	E	10/16/2017			999999		125.00
0056	NEWSPAPER HOLDINGS	E	10/10/2017			999999		474.00
0062	LINDSEY SOFTWARE SYSTEMS, INC.	E	10/10/2017			999999		924.00
0068	BROOKS PLUMBING LLC	E	10/16/2017			999999		475.00
0084	INTERSTATE EXTERMINATOR, INC.	E	10/10/2017			999999		405.00
0084	INTERSTATE EXTERMINATOR, INC.	E	10/16/2017			999999		100.00
0101	BUG-A-WAY INC	E	10/10/2017			999999		60.00
0101	BUG-A-WAY INC	E	10/16/2017			999999		110.00
0105	PITTSBURG AUTOMOTIVE INC	E	10/16/2017			999999		936.56
0112	MARRONES INC	E	10/10/2017			999999		486.64
0117	THE MORNING SUN	E	10/10/2017			999999		42.54
0117	THE MORNING SUN	E	10/16/2017			999999		645.99
0128	VIA CHRISTI HOSPITAL	E	10/10/2017			999999		959.00
0133	JIM RADELL CONSTRUCTION INC	E	10/16/2017			999999		2,630.00

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0135	PITTSBURG AREA CHAMBER OF COMM	E	10/10/2017			999999		20,500.00
0135	PITTSBURG AREA CHAMBER OF COMM	E	10/16/2017			999999		8.00
0142	HECKERT CONSTRUCTION CO INC	E	10/16/2017			999999		1,479.83
0194	KANSAS STATE TREASURER	E	10/10/2017			999999		4,514.66
0202	CLIFF HIX ENGINEERING INC	E	10/16/2017			999999		45.00
0203	GADES SALES CO INC	E	10/16/2017			999999		5,897.12
0207	PEPSI-COLA BOTTLING CO OF PITT	E	10/10/2017			999999		84.50
0224	KDOR	D	10/05/2017			999999		4,308.69
0224	KDOR	D	10/10/2017			999999		6,173.99
0294	COPY PRODUCTS, INC.	E	10/10/2017			999999		1,987.78
0294	COPY PRODUCTS, INC.	E	10/16/2017			999999		31.00
0300	PITTSBURG FORD-MERCURY, INC.	E	10/16/2017			999999		120.54
0306	CASTAGNO OIL CO INC	E	10/16/2017			999999		465.84
0317	KUNSHEK CHAT & COAL CO, INC.	E	10/16/2017			999999		823.35
0321	KP&F	D	10/06/2017			999999		39,903.45
0328	KANSAS ONE-CALL SYSTEM, INC	E	10/16/2017			999999		721.80
0329	O'MALLEY IMPLEMENT CO INC	E	10/16/2017			999999		199.39
0332	PITTCRAFT PRINTING	E	10/16/2017			999999		500.00
0335	CUSTOM AWARDS, LLC	E	10/16/2017			999999		53.87
0530	THYSSENKRUPP CORPORATION	E	10/10/2017			999999		2,751.00
0534	TYLER TECHNOLOGIES INC	E	10/10/2017			999999		390.00
0534	TYLER TECHNOLOGIES INC	E	10/16/2017			999999		6,786.94

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE:10/04/2017 THRU 10/17/2017

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0577	KANSAS GAS SERVICE	E	10/16/2017			999999		426.82
0726	PITTSBURG STATE UNIVERSITY	E	10/16/2017			999999		15,000.00
0728	ICMA	D	10/06/2017			999999		777.30
0746	CDL ELECTRIC COMPANY INC	E	10/16/2017			999999		12,916.98
0806	JOHN L CUSSIMANIO	E	10/16/2017			999999		278.00
0866	AVFUEL CORPORATION	E	10/16/2017			999999		19,006.22
0870	PENNINGTON SEED INC	E	10/16/2017			999999		262.00
1033	BOLLINGER GROUP, LLC	E	10/16/2017			999999		100.00
1050	KPERS	D	10/06/2017			999999		39,448.76
1490	ESTHERMAE TALENT	E	10/10/2017			999999		25.00
1576	PAVING MAINTENANCE SUPPLY INC	E	10/16/2017			999999		541.13
1733	BOYD METALS OF JOPLIN INC	E	10/16/2017			999999		277.60
1767	KIM VOGEL	E	10/10/2017			999999		149.80
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	10/16/2017			999999		2,150.82
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	10/16/2017			999999		1,253.65
2226	KEY EQUIPMENT & SUPPLY CO INC	E	10/16/2017			999999		200.31
2921	DP2 BILLING SOLUTIONS, LLC	E	10/16/2017			999999		4,652.48
2960	PACE ANALYTICAL SERVICES INC	E	10/16/2017			999999		1,698.00
3248	AIRGAS USA LLC	E	10/16/2017			999999		1,642.35
3288	B & G MAJESTIC PROPERTIES, LLC	E	10/16/2017			999999		334.00
3570	AMERICAN EXPRESS, INC	D	10/04/2017			999999		238.01
4618	TRESA MILLER	E	10/10/2017			999999		415.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5014	MID-AMERICA SANITATION	E	10/10/2017			999999		4,250.00
5014	MID-AMERICA SANITATION	E	10/16/2017			999999		876.62
5275	US LIME COMPANY-ST CLAIR	E	10/16/2017			999999		4,637.50
5317	ULINE	E	10/16/2017			999999		168.29
5391	CLEAVER FARM & HOME	E	10/16/2017			999999		110.00
5482	JUSTIN HART	E	10/10/2017			999999		21.43
5552	NATIONAL SIGN CO INC	E	10/10/2017			999999		818.36
5623	CRAWFORD COUNTY CLERK	E	10/16/2017			999999		2.60
5904	TASC	D	10/06/2017			999999		7,281.05
5907	BREATHING AIR SERVICES INC	E	10/10/2017			999999		85.00
6117	ALEXANDER OPEN SYSTEMS, INC	E	10/16/2017			999999		787.50
6192	KATHLEEN CERNE	E	10/10/2017			999999		1,000.00
6203	THE SOUTHWEST PAPER CO INC	E	10/16/2017			999999		425.11
6214	PITT PLASTICS INC	E	10/10/2017			999999		158.08
6230	THE MAZUREK LAW OFFICE LLC	E	10/16/2017			999999		87.50
6298	KEVAN L SCHUPBACH	E	10/16/2017			999999		2,142.00
6341	INDUSTRIAL SEALING & LUBRICATI	E	10/16/2017			999999		443.89
6402	BEAN'S TOWING & AUTO BODY	E	10/16/2017			999999		3,701.04
6415	GREAT WEST TANDEM KPERS 457	D	10/06/2017			999999		15,171.00
6577	GREENSPRO INC	E	10/16/2017			999999		660.00
6595	AMAZON.COM, INC	E	10/10/2017			999999		12,184.19
6846	GREENWAY ELECTRIC, INC.	E	10/16/2017			999999		6,323.65

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6952	ADP INC	D	10/13/2017			999999		715.18
7028	MATTHEW L. FRYE	E	10/16/2017			999999		400.00
7038	SIGNET COFFEE ROASTERS	E	10/16/2017			999999		123.75
7118	SP DESIGN & MFG, INC	E	10/16/2017			999999		249.65
7191	ANDREW TRACTOR WORKS	E	10/10/2017			999999		1,414.60
7283	CORESOURCE, INC	D	10/05/2017			999999		9,575.93
7283	CORESOURCE, INC	D	10/12/2017			999999		43,738.56
7283	CORESOURCE, INC	E	10/10/2017			999999		48,458.48
7290	DELTA DENTAL OF KANSAS INC	D	10/06/2017			999999		2,248.40
7290	DELTA DENTAL OF KANSAS INC	D	10/13/2017			999999		3,153.00
7401	JAMI L CROWDER	E	10/16/2017			999999		1,840.17
7407	LIMELIGHT MARKETING LLC	E	10/10/2017			999999		3,000.00
7427	OLSSON ASSOCIATES, INC	E	10/16/2017			999999		3,449.01
7567	MERIDIAN OIL & EQUIPMENT LLC	E	10/16/2017			999999		2,041.50
7572	OZARK MOUNTAIN ENERGY, INC	E	10/10/2017			999999		16,534.01
7608	LELAND LOFTS LLC	E	10/10/2017			999999		51,601.26
7611	STEVENSONS BUSINESS PRODUCTS	E	10/10/2017			999999		55.00
7620	POMP'S TIRE SERVICE INC	E	10/16/2017			999999		37.63
7647	GEORGE JAMES EPPL	E	10/16/2017			999999		917.00
7652	DEANNA GOERING	E	10/16/2017			999999		27.34
7655	HW ACQUISITIONS, PA	E	10/16/2017			999999		645.25
7705	JOANNA L DERFELT	E	10/10/2017			999999		1,000.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE:10/04/2017 THRU 10/17/2017

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7776	ANDREW POMMERT	E	10/16/2017			999999		80.00
7779	PHEASANT POINT APARTMENTS LP	E	10/16/2017			999999		1,254.00
7791	C4 HOLDINGS LLC	E	10/16/2017			999999		332.90
7806	CORE & MAIN LP	E	10/16/2017			999999		1,496.37

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	91	303,800.37	0.00	303,800.37
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	13	172,733.32	0.00	172,733.32
EFT:	98	295,273.21	4.29CR	295,268.92
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: 80144 TOTALS:	202	771,806.90	4.29CR	771,802.61
BANK: 80144 TOTALS:	202	771,806.90	4.29CR	771,802.61
REPORT TOTALS:	202	771,806.90	4.29CR	771,802.61

Passed and approved this 24th day of October, 2017.

Michael Gray, Mayor

ATTEST:

Tammy Nagel, City Clerk

ORDINANCE NO. S-1049

**AN ORDINANCE OF THE GOVERNING BODY OF THE CITY OF
PITTSBURG, KANSAS, ESTABLISHING A RURAL HOUSING
INCENTIVE DISTRICT WITHIN THE CITY AND ADOPTING A
PLAN FOR THE DEVELOPMENT OF HOUSING AND PUBLIC
FACILITIES IN SUCH DISTRICT, AND MAKING CERTAIN
FINDINGS IN CONJUNCTION THEREWITH**

Pittsburg Highlands, LP

WHEREAS, K.S.A. 12-5241, *et seq.* (the “Act”) authorizes any city incorporated in accordance with the laws of the state of Kansas (the “State”) with a population of less than 60,000 located in a county with a population of less than 80,000, to designate rural housing incentive districts within such city; and

WHEREAS, prior to such designation the governing body of such city shall conduct a housing needs analysis to determine what, if any, housing needs exist within its community; and

WHEREAS, after conducting such analysis, the governing body of such city may adopt a resolution making certain findings regarding the establishment of a rural housing incentive district and providing the legal description of property to be contained therein; and

WHEREAS, after publishing such resolution, the governing body of such city shall send a copy thereof to the Secretary of Commerce of the State (the “Secretary”) requesting that the Secretary agree with the finding contained in such resolution; and

WHEREAS, if the Secretary agrees with such findings, such city may proceed with the establishment of rural housing incentive districts within such city and adopt plans for the development of housing and public facilities in the proposed districts; and

WHEREAS, the City of Pittsburg, Kansas (the “City”) has an estimated population of approximately 20,200, is located in Crawford, Kansas, which has an estimated population of approximately 39,200, and therefore constitutes a city as said term is defined in the Act; and

WHEREAS, the Governing Body of the City has performed a Housing Needs Analysis dated July 18, 2014, then updated the analysis in October of 2015 (the “Analysis”), a copy of which is on file in the office of the City Clerk; and

WHEREAS, the Governing Body of the City has heretofore adopted Resolution No. 1178 which made certain findings relating to the need for financial incentives relating to the construction of quality housing within the City, declared it advisable to establish a Rural Housing Incentive District pursuant to the Act and authorized the

submission of such Resolution and a Housing Needs Analysis to the Kansas Department of Commerce in accordance with the provisions of the Act; and

WHEREAS, the Secretary of the Kansas Department of Commerce, pursuant to a letter dated February 5, 2017, authorized the City to proceed with the establishment of a Rural Housing Incentive District pursuant to the Act (the “District”); and

WHEREAS, the City has caused to be prepared a plan for the development of housing and public facilities in the proposed District in accordance with the provisions of the Act (the “Plan”); and

WHEREAS, the Plan includes:

1. The legal description and map required by subsection (a) of K.S.A. 12-5245;
2. The existing assessed valuation of the real estate in the proposed District, listing the land and improvement values separately;
3. A list of the names and addresses of the owners of record of all real estate parcels within the proposed District;
4. A description of the housing and public facilities project or projects that are proposed to be constructed or improved in the proposed District, and the location thereof;
5. A listing of the names, addresses and specific interests in real estate in the proposed District of the developers responsible for development of the housing and public facilities in the proposed District;
6. The contractual assurances, if any, the Governing Body has received from such developer or developers, guaranteeing the financial feasibility of specific housing tax incentive projects in the proposed District;
7. A comprehensive analysis of the feasibility of providing housing tax incentives in the proposed District as provided in the Act,
8. A description of the boundaries of the proposed District, provided a summary of the proposed Plan, called a public hearing concerning the establishment of the proposed District for October 24, 2017, and provided for notice of such public hearing as provided in the Act; and

WHEREAS, the Governing Body of the City has heretofore adopted Resolution No. 1197 which made a finding that the City is considering the establishment of the proposed District and adopting the proposed Plan pursuant to the Act, set forth the boundaries of the proposed District, provides a summary of the proposed Plan, called a public hearing concerning the establishment of the proposed District for October 24, 2017 and provided for notice of such public hearing as provided in the Act; and

WHEREAS, a public hearing was held on October 24, 2017, after due published and delivered notice in accordance with the provisions of the Act; and

WHEREAS, upon and considering the information and public comments received at the public hearing, the governing body of the City hereby deems it advisable to make certain findings to establish the proposed District and to adopt the proposed Plan.

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

Section 1. Findings. The Governing Body hereby finds that due notice of the public hearing conducted October 24, 2017 was made in accordance with the provisions of the Act.

Section 2. Creation of Rural Housing Incentive District. A Rural Housing Incentive District is hereby created within the City in accordance with the provisions of the Act, which shall consist of the following described real property in the Development, within the City of Pittsburg, Kansas in Crawford County, Kansas:

Lots numbered Five (5), Six (6), Seventeen (17), and Eighteen (18) in Radell's Second (2nd) Addition to the City of Pittsburg, Kansas, Crawford County, Kansas, according to the recorded Plat, thereof.

The boundaries of the District do not contain any property not referenced in Resolution No. 1197, which provided notice of public hearing on the creation of the District and adoption of the Plan.

Section 3. Approval of Development Plan. The Plan for the development or redevelopment of housing and public facilities in the District, as presented to the Governing Body this date, is hereby approved.

Section 4. Adverse Effect on Other Governmental Units. If, within 30 days following the conclusion of the public hearing, any of the following occurs, this ordinance shall be null and void:

- a. The Board of Education of U.S.D. No. 250 determines by resolution that the District will have an adverse effect on such school district; or
- b. The Board of County Commissioners of Crawford County, Kansas, determines by resolution that the District will have an adverse effect on such county.

As of this date, the City has not received a copy of any such resolution by The Board of County Commissioners of Crawford County or the Board of Education of Unified School District No. 250.

Section 5. Reimbursement. The Act authorizes the City to reimburse the Developer for all or a portion of the costs of implementing the Plan through the use of property tax increments allocated to the City under the provisions of the Act and in accordance with the Development Agreement.

Section 6. Further Action. The Mayor, City Clerk, and other officials and employees of the City, including the City Attorney, are hereby further authorized and directed to take such other actions as may be appropriate to accomplish the purposes of this Ordinance.

Section 7. Effective Date. This Ordinance shall be effective upon its passage by the Governing Body of the City of Pittsburg, Kansas and publication one time in the official City newspaper.

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PASSED by the Governing Body of the City of Pittsburg, Kansas and signed by the Mayor on October 24, 2017.

[SEAL]

Michael Gray, Mayor

Tammy Nagel, City Clerk

**DEVELOPMENT PLAN
FOR THE PITTSBURG HIGHLANDS, LP
RURAL HOUSING INCENTIVE DISTRICT
OF THE CITY OF PITTSBURG, KANSAS**

October 24, 2017

INTRODUCTION

On November 10, 2015 the Governing Body of the City Pittsburg, Kansas (the “City”) adopted Resolution 1178, which that found and determined that:

1. There is a shortage of quality housing of various price ranges in the City despite the best efforts of public and private housing developers.
2. The shortage of quality housing can be expected to persist and that additional financial incentives are necessary in order to encourage the private sector to construct or renovate housing in the City.
3. The shortage of quality housing is a substantial deterrent to the future economic growth and development of the City.
4. The future economic wellbeing of the City depends on the Governing Body providing additional incentives for the construction of/or renovation of quality housing in the City.

Based on these findings and determinations, the Governing Body proposed the establishment of a Rural Housing Incentive District within Pittsburg, Kansas, pursuant to the Act.

Following the adoption of Resolution 1178, a certified copy was submitted to the Secretary of Commerce for approval of the establishment of the Rural Housing Incentive District in Pittsburg, Kansas, as required by K.S.A. 12-5244(c).

On February 5, 2016, the Secretary of Commerce provided written confirmation, approving the establishment of Rural Housing Incentive District (the “District”).

DEVELOPMENT PLAN ADOPTION

K.S.A. 12-5245 states that once the City receives approval from the Secretary of Commerce for the development of a Kansas Rural Housing Incentive District, the governing body must adopt a plan for the development of housing and public facilities within the proposed district.

DEVELOPMENT PLAN

As a result of the shortage of quality housing within Pittsburg, the City proposes this Development Plan to assist in the development of quality housing within the City; this Rural Housing Incentive District project will not exceed fifteen (15) years.

(1) The legal description of the Pittsburg Highlands, LP Rural Housing Incentive District is:

Lots numbered Five (5), Six (6), Seventeen (17), and Eighteen (18) in Radell’s Second (2nd) Addition to the City of Pittsburg, Kansas, Crawford County, Kansas, according to the recorded Plat, thereof.

A map of the District is attached as **Exhibit A** to this document.

(2) The assessed valuation of all real estate within the District for 2016 is \$13,900.00

(3) The name and address of the owner of record for the real estate within the District is:

Pointe Royale Development, Inc.
205 W. Walnut Street, Suite 200
Springfield, Missouri 65806

(4) The housing and public facilities projects that are proposed to be constructed include the following:

Housing Facilities

This development will include twenty (20) single family homes. All homes will have three bedrooms, two bathrooms, and an attached two car garage.

Public Facilities

Subdivision infrastructure will include street, curb, gutter, storm water mitigation, and sidewalk, constructed per the City's Subdivision Regulations.

Exhibit B- Site Plan

(5) The names, addresses and specific interests in the real estate in the District or the developers responsible for development of the housing and public facilities are:

Owner of Real Property:

Pointe Royale Development, Inc.
205 W. Walnut, Suite 200
Springfield, MO 65806
Attn: Mr. Thomas J. Carlson

Developer:

Pittsburg Highlands, LP
c/o Pittsburg Highlands GP, LLC
205 W. Walnut, Suite 200
Springfield, MO 65806
Attn: Mr. Thomas J. Carlson

Individuals with Specific Interest:

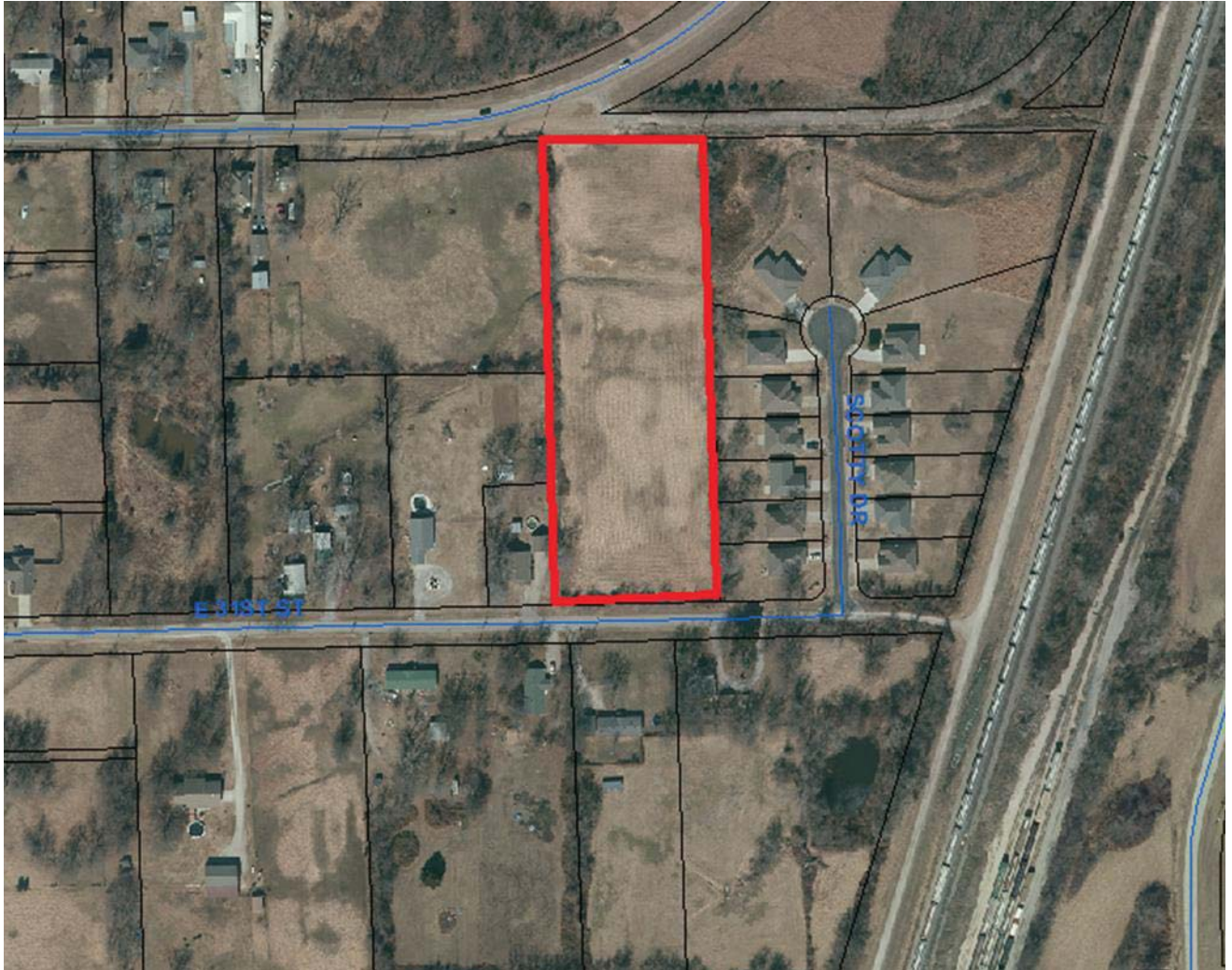
HRM Development, LLC
16284 Westwoods Business Park
Ballwin, Missouri 63021
Attn: Ms Deb Giffin

(6) The Governing Body of Pittsburg, Kansas is prepared to enter into a Development Agreement with Pittsburg Highlands, LP, a Kansas Limited Partnership, on October 24, 2017, upon the adoption of an Ordinance to establish this RHID project. The Development Agreement, as supplemented and amended, includes the project construction schedule, a description of projects to be constructed, financial obligations of the developer, and financial and administrative support from the City Pittsburg, Kansas. This Development Agreement includes contractual assurances, if any, the governing body has received from the Developer guaranteeing the financial feasibility of specific

housing tax incentive projects in the proposed district. The complete Development Agreement is attached hereto as **Exhibit C**.

(7) Pittsburg Highlands, LP conducted a comprehensive analysis to determine whether the public benefits derived from the District will exceed the costs and that the income from the District, together with other sources of revenue, would be sufficient to pay for the public improvements to be undertaken in the District. A copy of the analysis is attached hereto as **Exhibit D**. The analysis estimates the property tax revenues that will be generated from the District, less existing property taxes, to determine the revenue stream available to support reimbursement to the Developer for all or a portion of the costs of financing the public infrastructure. The estimates indicate that the revenue realized from the project would be adequate to pay all or a significant portion of the eligible costs.

**DEVELOPMENT PLAN - EXHIBIT A
MAP OF THE PITTSBURG HIGHLANDS, LP
RURAL HOUSING IMPROVEMENT DISTRICT**



DEVELOPMENT PLAN - EXHIBIT B - SITE PLAN

EXHIBIT C

COMPREHENSIVE FINANCIAL FEASIBILITY ANALYSIS

Pittsburg Highlands

Cost of Infrastructure Improvements

403,700.00\$

Current

Value

Parcel

Est.

Estimated

Value

Property
Class

13,900

Exempt

Property
Class

11.50%

Property
Tax

School
General

Property

Less State
1.5 Mills

Mill
Levy

154.349

Less USD
48.914
Mills

Annual

Tax Less
Amt Not
Eligible

246.73

Increment
Tax

Lot 1	32,750	11.50%	154.349	581.32	46.00	5.65	184.22	345.45	345.45
Lot 2	32,750	11.50%	154.349	581.32	46.00	5.65	184.22	345.45	345.45
Lot 3	32,750	11.50%	154.349	581.32	46.00	5.65	184.22	345.45	345.45
Lot 4	32,750	11.50%	154.349	581.32	46.00	5.65	184.22	345.45	345.45
Lot 5	32,750	11.50%	154.349	581.32	46.00	5.65	184.22	345.45	345.45
Lot 6	32,750	11.50%	154.349	581.32	46.00	5.65	184.22	345.45	345.45
Lot 7	32,750	11.50%	154.349	581.32	46.00	5.65	184.22	345.45	345.45
Lot 8	32,750	11.50%	154.349	581.32	46.00	5.65	184.22	345.45	345.45
Lot 9	32,750	11.50%	154.349	581.32	46.00	5.65	184.22	345.45	345.45
Lot 10	32,750	11.50%	154.349	581.32	46.00	5.65	184.22	345.45	345.45
Lot 11	32,750	11.50%	154.349	581.32	46.00	5.65	184.22	345.45	345.45
Lot 12	32,750	11.50%	154.349	581.32	46.00	5.65	184.22	345.45	345.45
Lot 13	32,750	11.50%	154.349	581.32	46.00	5.65	184.22	345.45	345.45
Lot 14	32,750	11.50%	154.349	581.32	46.00	5.65	184.22	345.45	345.45
Lot 15	32,750	11.50%	154.349	581.32	46.00	5.65	184.22	345.45	345.45
Lot 16	32,750	11.50%	154.349	581.32	46.00	5.65	184.22	345.45	345.45
Lot 17	32,750	11.50%	154.349	581.32	46.00	5.65	184.22	345.45	345.45
Lot 18	32,750	11.50%	154.349	581.32	46.00	5.65	184.22	345.45	345.45
Lot 19	32,750	11.50%	154.349	581.32	46.00	5.65	184.22	345.45	345.45
Lot 20	32,750	11.50%	154.349	581.32	46.00	5.65	184.22	345.45	345.45
655,000			11,626.34		6,908.90				Yearly reimbursement
X 15 years					103,633.56				
Total Infrastructure					\$403,700				
Total reimbursement					103,633.56				
Remanding Infrastructure Balance					\$300,066.44				
Additional funds for the project			\$300,000.00				(from City of Pittsburg Revolving Loan Fund)		
Remanding Infrastructure Balance					\$66.44				

**DEVELOPMENT PLAN - EXHIBIT D
DEVELOPMENT AGREEMENT**

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (hereinafter “Agreement”), entered into this 24th day of October, 2017, by and between the **CITY OF PITTSBURG**, Kansas, a municipal corporation of the State of Kansas (hereinafter “City”), and **PITTSBURG HIGHLANDS, LP**, a Kansas Limited Partnership, with its principal place of business located at 205 W. Walnut Street, Suite 200, Springfield, Missouri 65806 (hereinafter “Developer”).

RECITALS

- A. **WHEREAS**, City and Developer (hereinafter “Parties”) desire to memorialize their intent with respect to their obligations and responsibilities for the construction of a residential development to be known as “Pittsburg Highlands” (hereinafter “the Development”); and,
- B. **WHEREAS**, Developer has entered into a contract with Pointe Royale Development, Inc. for the purchase of real property located within the boundaries of the City and described on ***Exhibit A*** attached hereto and incorporated herein by reference (hereinafter “the Property”); and,
- C. **WHEREAS**, Developer desires to develop the Property by construction of residences to include, but not limited to, single family residences and all related infrastructure improvements, all as more fully described herein; and,
- D. **WHEREAS**, City has determined that the construction of the Development will foster the economic development of City and the surrounding area of Crawford County, Kansas; and,
- E. **WHEREAS**, the Parties hereto are authorized to enter into this Agreement and to complete the responsibilities set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the premises and promises contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I

DEFINITIONS

- 1.1 Definitions.** As used in this Agreement, the following words and terms shall have the meaning set forth below:

“**Agreement**” means this Development Agreement, as the same may be from time to time modified, amended or supplemented in writing by the Parties hereto.

“City” means the City of Pittsburg, Kansas.

“Concept Site Plan” means the site development plan prepared by a licensed professional engineer, or firm thereof, acceptable to City, attached as ***Exhibit C*** hereto and incorporated herein by reference, depicting the conceptual program for construction of the Development Project and the Public Improvements.

“Construction Plans” means plans, drawings, specifications and related documents, and construction schedules for the construction of the Work, together with all supplements, amendments, or corrections.

“Developer” means Pittsburg Highlands, LP, a Kansas Limited Partnership, with its principal place of business at 205 West Walnut Street, Suite 200, Springfield, Missouri, 65806 or its permitted successors or assigns in interest.

“Development Area” means the collective areas described in ***Exhibit B*** attached hereto and incorporated herein by reference.

“Development Costs” means the total amount spent or expected to be spent by Developer to construct the Work.

“Development Project” means quality residential units and auxiliary structures to be constructed in the Development Area in accordance with the Concept Site Plan.

“Governing Body” means the City Commission of Pittsburg, Kansas.

“Internal Infrastructure Improvements” means the water, sanitary sewer, electric, gas, storm sewer, storm water detention, street, street lighting, sidewalks, fiber, if applicable, and all other public infrastructure improvements necessary for the Development and located within the boundaries of the Development Area, including engineering costs, any costs of right-of-way and appurtenances related thereto, as set forth on the approved plat for the Development, all as more specifically described on ***Exhibit D*** attached hereto and incorporated herein by this reference.

“Material Change” shall mean any change in the Concept Site Plan that significantly affects the nature of the Public Improvements, the number of Residential Units, or increases/decreases the cost of the Development Project by twenty-five thousand dollars (\$25,000.00) or more for each change.

“Mayor” means the Mayor of Pittsburg, Kansas or his duly authorized agent.

“Plans and Specifications” means the plans and specifications for the Public Improvements prepared by a licensed professional engineer, or firm thereof, acceptable to City.

“Project Costs” means all costs associated with the completion of the Public Improvements, and all associated legal, engineering and other soft costs, all as described on the cost estimates set forth on *Exhibit D* attached hereto and incorporated herein by this reference.

“Property” means the real property (including but not limited to fee interests, leasehold interests, tenant-in-common interests and such other like or similar interests) on which the Development Project will be located, more specifically described in *Exhibit A* attached hereto and incorporated herein by this reference.

“Public Improvements” means the Internal Infrastructure Improvements.

“Related Party” means any party related to the Developer by one of the relationships described in Section 267(b) of the United States Internal Revenue Code of 1986, as amended and any successor entity in which the principals of the Developer (either individually or collectively) or Developer own or control no less than fifty percent (50%) of the voting interest in such successor entity.

“Rural Housing Incentive District” means a rural housing incentive district to be created by the City for the Development Project pursuant to the Kansas Rural Housing Incentive District Act.

“Substantial Completion” means the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Construction Plans, excepting all punch list items so that Developer can occupy or utilize the Work for its intended purpose.

“Unit” means each individual residential dwelling unit in the development.

“Work” means all work necessary to prepare the Property and to construct the Development Project and the Public Improvements, including;

- (1) demolition and removal of certain existing improvements located on the Property;
- (2) construction, reconstruction and/or relocation of utilities;
- (3) construction of the single family residences and structures, including surface parking facilities, and screening and site landscaping on the Property, as described in the Concept Site Plan; and
- (4) all other Work described in the Concept Site Plan, or reasonably necessary to effectuate the intent of this Agreement.

ARTICLE II

RURAL HOUSING INCENTIVE DISTRICT

2.1 Preliminary Resolution. Governing Body has heretofore adopted Resolution No. 1178 on November 10, 2015, which made certain findings pursuant to the Rural Housing Incentive District Act, relative to the need for housing in City and declaring an intent to establish Rural Housing Incentive Districts within City, which would include the Property.

2.2 Department of Commerce Finding. Pursuant to the resolution described in *Section 2.1* hereof, City caused to be prepared a Housing Needs Analysis and forwarded the same, along with said resolution, to the Kansas Secretary of Commerce. On February 5, 2016, the Kansas Secretary of Commerce issued a letter to City making certain findings required by the Rural Housing Incentive District Act, and approved City's ability to establish a Rural Housing Incentive District.

2.3 Further Proceedings. The City has caused to be prepared a Development Plan in accordance with the provisions of the Rural Housing Incentive District Act, adopted a resolution calling a public hearing relative to such Development Plan, conducted a public hearing, and will pass an ordinance approving the Development Plan and establish a Rural Housing Incentive District that includes the Property. The Rural Housing Incentive District will be deemed to be established at the time said ordinance is passed by the Governing Body. The Parties acknowledge that the creation of the Rural Housing Incentive District is subject to nullification in the manner set forth in K.S.A. 12-5246.

ARTICLE III

CONSTRUCTION OF THE PROJECT AND INTERNAL INFRASTRUCTURE IMPROVEMENTS

3.1 Development Project Construction Schedule. Developer shall commence construction of the Development Project and Internal Infrastructure Improvements within the Development Area, not more than sixty (60) days after the Rural Housing Incentive District ordinance is passed by the Governing Body. Developer will diligently pursue Substantial Completion of the Development Project.

(a) Modifications to the Development Project. The Parties acknowledge that due to economic conditions the scope of the Development Project and the amount of real estate included within any Development Area may be modified prior to and/or during the construction of such Development Project. Developer shall notify City at least thirty (30) days in advance of any proposed Material Change of the Development Project or Development Area, as well as the factual basis necessitating the proposed Material Change.

3.2 Construction of the Development Project. Developer shall construct the Development Project in a good and workmanlike manner in accordance with the terms of this Agreement and as set forth in the Construction Plans.

3.2.1 Construction Contracts; Insurance. Developer may enter into one or more construction contracts to complete the Development Project. Prior to the commencement of construction of the Development Project, Developer shall obtain or shall require that any such contractor obtains workers' compensation, comprehensive public liability and builder's risk insurance as provided in *Section 5.8* hereof and shall deliver evidence of such insurance to City. Developer shall require that the insurance required is maintained by any such contractor for the duration of the construction of the Development Project or part thereof, if such contract relates to less than all of the Development Project. If Developer serves as general contractor for the Development Project, Developer shall not charge more for such services than a third-party contractor would customarily charge for such services.

3.3 Concept Site Plan. Developer, at its cost, has had prepared a Concept Site Plan. Said Concept Site Plan has been reviewed by the Planning and Zoning Board and is hereby approved by the Parties. Developer shall promptly notify City in writing of any Material Changes to the Concept Site Plan at least thirty (30) days prior to the implementation of any such Material Change, including a description of the Material Change and reasons therefore. During the progress of the Work, Developer may make changes to the Concept Site Plan, with approval from the Planning and Zoning Board, or any aspect thereof as site conditions or other issues of feasibility may dictate or as may be necessary or desirable in the sole determination of Developer to enhance the economic viability of the Development Project provided, however, that Developer may not make any Material

Changes to the Public Improvements or reduce the number of Units on the Concept Site Plan without the advance written consent of City.

3.4 Construction of Internal Infrastructure Improvements. Developer shall construct, at its cost, the Internal Infrastructure Improvements in a good and workmanlike manner in accordance with the Plans and Specifications approved by City consistent with the construction of the Development Project so that the Substantial Completion of the Internal Infrastructure Improvements associated with the Development Project shall be completed on or before Substantial Completion of the Development Project.

3.4.1 Acquisition of Easements, Permits. Developer is responsible for securing any rights-of-way and/or easement rights from private parties necessary to improve or build the Internal Infrastructure Improvements and City will cooperate with Developer with respect to any such acquisition. All costs associated with the acquisition of rights-of-way and/or easements shall be considered a Project Cost. City shall cooperate with Developer in obtaining all necessary permits for construction of the Internal Infrastructure Improvements.

3.4.2 Construction Contracts; Insurance. Developer may enter into one or more construction contracts to complete the Work for the Internal Infrastructure Improvements. Prior to the commencement of construction of the Internal Infrastructure Improvements, Developer shall obtain or shall require that any such contractor obtains workers' compensation, comprehensive public liability and builder's risk insurance coverage as provided in **Section 5.8** hereof and shall deliver evidence of such insurance to City. Developer shall require that the insurance required is maintained by any such contractor for the duration of the construction of the Internal Infrastructure Improvements or part thereof, if such contract relates to less than all of the Internal Infrastructure Improvements. If Developer serves as general contractor for the Internal Infrastructure Improvements, Developer shall not charge more for such services than a third party contractor would customarily charge for such services.

3.4.3 Certification of Substantial Completion. Promptly after Substantial Completion of the Work with respect to the Internal Infrastructure Improvements, or a phase thereof, in accordance with the provisions of this Agreement, Developer will furnish to City a Certificate of Substantial Completion in the form attached hereto as **Exhibit E**. City shall, within thirty (30) days following delivery of each Certificate of Substantial Completion, carry out such inspections as it deems necessary to verify reasonable satisfaction with, and the accuracy of, the certifications contained in each Certificate of Substantial Completion. Each Certificate of Substantial Completion shall be deemed accepted by City unless, prior to the end of such thirty (30) day period after delivery to City of each Certificate of Substantial Completion, City furnishes Developer with specific written objections to the status of the Work, describing such objections and the measures required to correct such objections in reasonable detail. At Substantial Completion of the Internal Infrastructure Improvements, Developer will dedicate

to City, and City will accept, title to the Internal Infrastructure Improvements designated on **Exhibit D**. Following said dedication, City will be responsible, at its sole cost and expense, for all operating and capital costs for the dedicated Internal Infrastructure Improvements from that date forward, and shall maintain the dedicated Internal Infrastructure Improvements in a manner consistent with similar public improvements in City. Notwithstanding the foregoing, Developer may, at its sole discretion and expense, enhance the maintenance or operation of the Internal Infrastructure Improvements for the betterment of the Development Project.

ARTICLE IV

FINANCING OBLIGATIONS

4.1 Financing of Public Improvements. All costs of the Internal Infrastructure Improvements shall be paid in cash or financed by Developer. City agrees to pay to Developer, in reimbursement of all or a portion of the Project Costs, those amounts paid to the Treasurer of the City, as a result of this Project, pursuant to K.S.A. 12-5250(b)(2)(A), including taxes paid to Crawford County which the City shall cause to be remitted to the City and paid to the Developer. These payments shall be made within thirty (30) days of receipt of such funds from the County Treasurer beginning in 2019 and shall continue until such time as the Project Costs have been fully reimbursed to Developer, but not to exceed fifteen (15) years from the date of the establishment of the Rural Housing Incentive District. City shall have no liability and/or responsibility to Developer for any payment greater than the amounts received from the Crawford County Treasurer as mandated in K.S.A. 12-5250(b)(2)(A).

4.2 Public Improvements to be Paid by the City of Pittsburg. The City of Pittsburg will bear the cost of the road construction from the northern edge of the Rural Housing Incentive District to the south edge of East Atkinson Drive. This connection will be approximately 30 feet long and be constructed in accordance with the City's adopted residential street design minimum standard.

ARTICLE V

GENERAL PROVISIONS

5.1 City's Right to Terminate. In addition to all other rights of termination as provided herein, City may terminate this Agreement at any time if Developer defaults in or breaches any material provision of this Agreement and fails to cure such default or breach within thirty (30) days after receipt of written notice from City of such default or breach.

5.2 Developer's Right to Terminate. In addition to all other rights of termination as provided herein, Developer may terminate this Agreement at any time if City defaults in or breaches any material provision of this Agreement (including any City default under Article IV hereof) and fails to cure such default or breach with thirty (30) days after receipt of written notice from Developer of such default or breach.

5.3 Successors and Assigns.

(a) This Agreement shall be binding on and shall inure to the benefit of the Parties named herein and their respective heirs, administrators, executors, personal representatives, agents, successors and assigns.

(b) Without limiting the generality of the foregoing, all or any part of the Property or any interest therein may be sold, transferred, encumbered, leased, or otherwise disposed of at any time, and the rights of Developer named herein or any successors in interest under this Agreement or any part hereof may be assigned at any time before, during or after completion of the Development Project, whereupon the Party disposing of its interest in the Property or assigning its interest under this Agreement shall be thereafter released from further obligation under this Agreement (although prior to Substantial Completion of the Improvements to such Property so disposed of or to which such interest pertains shall remain subject to the terms and conditions of this Agreement); provided, however, that the buyer, transferee or assignee shall be financially solvent as demonstrated to City.

(c) Until Substantial Completion of the Development Project has occurred, the obligations of Developer under this Agreement may not be assigned in whole or in part without the prior written approval of City, which approval shall not be unreasonably withheld, conditioned, or delayed upon a reasonable demonstration by Developer of the proposed assignee's experience and financial capability to undertake and complete all portions of the Work with respect to the Development Project, all in accordance with this Agreement. Notwithstanding the foregoing, Developer may be permitted to subcontract the construction of any portion of the Development Project without the consent of City as long as Developer remains liable therefore hereunder; such subcontractor will be licensed to work within the City. Notwithstanding anything herein to the contrary, City hereby approves, and no prior consent shall be required in connection with,

(a) the right of Developer to encumber or collaterally assign its interest in the Property or any portion thereof or any interest in the Agreement to secure loans, advances or extensions of credit to finance or from time to time refinance all or any part of the Development Project Costs, or the right of the holder of any such encumbrance or transferee of any such collateral assignment (or trustee or agent on its behalf) to transfer such interest by foreclosure or transfer in lieu of foreclosure under such encumbrance or collateral assignment;

(b) the right of Developer to assign Developer's rights, duties and obligations under the Agreement to a Related Party; or

(c) the right of Developer to sell or lease individual portions of the Property in the ordinary course of the development of the Development Project;

provided that in each such event Developer named herein shall remain liable hereunder for the Substantial Completion of the Development Project, and shall be released from such liability hereunder only upon Substantial Completion of the Development Project.

5.4 Remedies. Except as otherwise provided in this Agreement and subject to Developer's and City's respective rights of termination, in the event of any breach of any term or condition of this Agreement by either Party, or any successor, the breaching Party (or successor) shall, upon written notice from the other Party specifying such claimed breach, proceed immediately to cure or remedy such breach, and, shall, in any event, within thirty (30) days after receipt of notice, cure or remedy such default. If the breach shall not be cured or remedied, the aggrieved Party may hold the breaching Party in default of this Agreement and thereupon may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to proceedings to compel specific performance by the defaulting or breaching Party, withholding funds received pursuant to K.S.A. 12- 5250(b)(2)(A) and/or repeal of the ordinance establishing the Rural Housing Incentive District For purposes of this **Section 5.4**, no Party may be deemed in default of this Agreement unless and until it has received notice of any claimed breach and has been given an opportunity to cure the same. Prior to instituting any legal proceedings after an event of default has been noticed and no cure has occurred, the parties agree to attempt to resolve the dispute through non-binding mediation. In the event such mediation is not successfully completed within forty-five (45) days following the expiration of any period for cure, the aggrieved Party may then immediately institute legal proceedings against the breaching Party.

5.5 Force Majeure. Neither City nor Developer nor any successor in interest shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended in the event of any delay caused by force majeure, including, without limitation, damage or destruction by fire or casualty; strike; lockout; civil disorder; act of terror; war; restrictive government

regulations; lack of issuance of any permits and/or legal authorization by any governmental entity necessary for the Developer to proceed with construction of the Work or any portion thereof, shortage or delay in shipment of material or fuel; acts of God; unusually adverse weather or soil conditions; unforeseen site conditions that render the site economically or physically undevelopable (as a result of additional cost or delay), or any other cause or contingency similarly; or other causes beyond the Parties' reasonable control, including but not limited to, any litigation, court order or judgment resulting from any litigation affecting the validity of this Agreement; provided that such event of force majeure shall not be deemed to exist as to any matter initiated or unreasonably sustained by Developer, and further provided that Developer notifies City in writing within thirty (30) days of the commencement of such claimed event of force majeure.

5.6 Notices. Any notice, demand or other communication required by this Agreement to be given by either Party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States first class mail, postage prepaid, or delivered personally,

(i) In the case of Developer, to:
Pittsburg Highlands, LP
c/o Pittsburg Highlands GP, LLC
205 W. Walnut Street, Suite 200
Springfield, MO 65806
Attn: Mr. Thomas J. Carlson
Phone: 417-447-6603
Fax: 417-447-6145

(ii) In the case of City, to:
City of Pittsburg, Kansas
P.O. Box 688
Pittsburg, KS 66762
Attention: City Clerk
Phone: (620) 231-4100
Fax: (620) 240-5172

or to such other address with respect to either Party as that Party may, from time to time, designate in writing and forward to the other as provided in this Section.

5.7 Conflict of Interest. No member of the Governing Body or any branch of City's government who has any power of review or approval of any of Developer's undertakings, or of City's contracting for goods or services for the Development, shall participate in any decisions relating thereto which affect that member's personal interests or the interests of any corporation or partnership in which that member is directly or indirectly interested. Any person having such interest shall immediately, upon knowledge of such possible conflict, disclose, in writing, to the Governing Body the nature of such interest and seek a determination by the Governing Body with respect to such interest

and, in the meantime, shall not participate in any actions or discussions relating to the activities herein proscribed. City represents to Developer that no such conflicts of interest exist as of the date hereof.

5.8 Insurance; Damage or Destruction of Development Projects.

(a) Developer will cause there to be insurance coverage as hereinafter set forth at all times during the process of constructing the Work and, from time to time at the request of City, shall furnish City with proof of payment of premiums on:

- (i) Builder's Risk insurance, written on the so called "Builder's Risk— Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Work at the date of completion, and with coverage available in non-reporting form on the so called "all risk" form of policy. The interest, if any, of City shall be protected in accordance with a clause in form and content satisfactory to City; and,
- (ii) Comprehensive general liability insurance (including operations, operations of subcontractors, completed operations and contractual liability insurance) together with an owner's contractor's policy, with limits against bodily injury and property damage of not less than Five Million dollars (\$5,000,000.00) for all claims arising out of a single accident or occurrence and Two Million dollars (\$2,000,000.00) for any one person in a single accident or occurrence (to accomplish the above required limits, an umbrella excess liability policy may be used); and
- (iii) Workers' compensation insurance, with statutorily required coverage.

(b) The policies of insurance required pursuant to clauses (i) and (ii) above shall be in form and content reasonably satisfactory to City and shall be placed with financially sound and reputable insurers licensed to transact business in the State of Kansas with a general policy holder's rating of not less than A- and a financial rating of A- as rated in the most current available "Best's" insurance reports. The policy of insurance delivered pursuant to clause (i) above shall contain an agreement of the insurer to give not less than thirty (30) days advance written notice to the City in the event of cancellation of such policy or change affecting the coverage thereunder. All policies of insurance required pursuant to this Section shall name City as an additional insured. Developer shall deliver to City evidence of all insurance to be maintained hereunder.

5.9 Inspection. Developer shall allow authorized representatives of City access to the Work site from time to time in accordance with its normal practices with respect to inspection of construction projects in City, prior to the completion of the Work for

reasonable inspection thereof. Developer shall also allow City and its employees, agents and representatives to inspect, upon request, all architectural, engineering, demolition, construction and other contracts and documents pertaining to the construction of the Work as City determines is reasonable and necessary to verify Developer's compliance with the terms of this Agreement.

5.10 Choice of Law. This Agreement shall be deemed to have been fully executed, made by the Parties in, and governed by the laws of State of Kansas for all purposes and intents.

5.11 Entire Agreement: Amendment. The Parties agree that this Agreement and the Development Plan constitute the entire agreement between the Parties and that no other agreements or representations other than those contained in this Agreement have been made by the Parties. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the Parties.

5.12 Counterparts. This Agreement is executed in multiple counterparts, each of which shall constitute one and the same instruments.

5.13 Severability. If any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

5.14 Representatives Not Personally Liable. No elected or appointed official, agent, employee or representative of City shall be personally liable to Developer in the event of any default or breach by any Party under this Agreement, or for any amount which may become due to any Party or on any obligations under the terms of this Agreement.

5.15 Legal Actions. If a third party brings an action against City, or any officials, agents, employees or representatives thereof contesting the validity or legality of any of the terms of this Agreement, or the ordinance approving this Agreement, Developer may, at Developer's option but only with City's consent, assume the defense of such claim or action (including, without limitation, to settle or compromise any claim or action for which Developer has assumed the defense) with counsel of Developer's choosing. The Parties expressly agree that so long as no conflicts of interest exist between them, the same attorney or attorneys may simultaneously represent City and Developer in any such proceeding; provided, Developer and its counsel shall consult with City throughout the course of any such action and Developer shall pay all reasonable and necessary costs incurred by City in connection with such action. If such defense is assumed by Developer, all costs of any such action incurred by City shall be promptly paid by Developer. If City refuses to permit Developer to assume the defense of any action, then costs incurred by City shall be paid by City.

5.16 Release and Indemnification. The indemnifications and covenants contained in this *Section 5.16* shall survive termination or expiration of this Agreement and shall be specifically subject to the limitation of *subsection 5.16.7* of this Agreement.

5.16.1 Notwithstanding anything herein to the contrary, City and its Governing Body members, officers, agents, servants, employees and independent contractors shall not be liable to Developer for damages or otherwise in the event that any ordinance, order or resolution adopted in connection with this Agreement is declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either City is prevented from performing any of the covenants and agreements herein or Developer is prevented from enjoying the rights and privileges hereof.

5.16.2 Developer releases from, agrees to indemnify and hold harmless City, its Governing Body members, officers, agents, servants and employees against, and covenants and agrees that City and its Governing Body members, officers, agents, servants, employees and independent contractors shall not be liable for, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the acquisition of the Property or construction of the Work including any and all claims arising from the acquisition of the Property, including, but not limited to, location of hazardous wastes, hazardous materials or other environmental contaminants on the Property, including all costs of defense, including attorneys fees, except for those matters arising out of the willful and/or wanton negligence of City and its governing body members, officers, agents, servants and employees.

5.16.3 City and its Governing Body members, officers, agents, servants and employees shall not be liable for any damage or injury to the persons or property of Developer or its officers, agents, servants or employees or any other person who may be about the Property or the Work except for matters arising out of the willful and/or wanton negligence of City and its Governing Body members, officers, agents, servants and employees.

5.16.4 All covenants, stipulations, promises, agreements and obligations of City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of City and not of any of its Governing Body members, officers, agents, servants or employees in their individual capacities.

5.16.5 No official, employee or representative of City shall be personally liable to Developer in the event of a default or breach by any Party to this Agreement.

5.16.6 Developer releases from and covenants and agrees that City, its Governing Body members, officers, employees, agents and independent contractors shall not be liable for, and agrees to indemnify and hold City, its Governing Body members, officers, employees, agents and independent contractors, harmless from and against any and all suits, interest, claims and cost of attorney fees incurred by any of them, resulting from, arising out of, or in any way connected with:

(1) the Development Project or its approval,

(2) the construction of the Work,
(3) the negligence or willful misconduct of Developer, its employees, agents or independent contractors in connection with the management, development, and construction of the Work,
(4) the compliance by Developer with all applicable state, federal and local environmental laws, regulations, ordinances and orders,
(5) underground storage tanks located on or about the Property,
(6) friable asbestos or asbestos-containing materials at, on or in the Property,
(7) the operation of all or any part of the Property, or the condition of the Property, including, without limitation, any environmental cost or liability, or
(8) negotiations, inspections, acquisitions, preparations, construction, leasing, operations, and other activities of Developer or its agents in connection with or relating to the Development Project or the Property;
except that the foregoing release and indemnification shall not apply in the case of such liability arising directly out of the willful and/or wanton negligence of City or its authorized Governing Body members, officers, employees and agents or which arises out of matters undertaken by City following termination of this Agreement as the Development Project or portion thereof.

5.16.7 Notwithstanding anything to the contrary in this Agreement, including but not limited to the provisions related to indemnification and release set out in the **Section 5.16**, Developer shall have no obligation to indemnify City, or any other Party referenced in this Agreement, unless the claim for which indemnity is sought is actually covered by the insurance required by **Section 5.8** of this Agreement and Developer shall hereby be released for any and all claims otherwise referenced in this **Section 5.16** that are not actually covered by the insurance policies required by **Section 5.8** of this Agreement.

5.17 Cost of the Legal Fees. Upon execution of this Agreement Developer shall reimburse City for all legal and professional Costs, fees and expenses incurred by City with regard to the preparation of this Agreement and any and all other Ordinances, Resolutions or other documents necessary for implementation of the Rural Health Incentive District as well as for representation and appearances of legal counsel at any hearings or proceedings required to implement the Rural Housing Incentive District or the Project. All such reimbursement paid by Developers shall be considered Project Costs.

5.18 Survival. Notwithstanding the expiration, termination or breach of this Agreement by either Party, the agreements contained in Section 5.16 of this Agreement shall, except as otherwise expressly set forth herein, survive such expiration, termination or breach of this Agreement by the Parties hereto.

ARTICLE VI

REPRESENTATIONS OF THE PARTIES

6.1 Representations of City. City hereby represents and warrants that to the best of its collective knowledge and belief it has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be, duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of City, enforceable in accordance with its terms.

6.2 Representations of Developer. Developer hereby represents and warrants it has full corporate power to execute and deliver and perform the terms and obligations of this Agreement and all of the foregoing has been duly and validly authorized by all necessary corporate proceedings. This Agreement constitutes the legal, valid, and binding obligation of Developer, enforceable in accordance with its terms.

IN WITNESS WHEREOF, City and Developer have caused this Agreement to be executed in their respective names and City has caused its seal to be affixed thereto, and attested as to the date first above written.

CITY OF PITTSBURG, KANSAS

By: _____
Michael Gray, Mayor

Dated: October 24, 2017

ATTEST: (SEAL)

Tammy Nagel, City Clerk

Pittsburg Highlands, LP, a Kansas limited partnership

BY: Pittsburg Highlands GP, a Kansas limited liability company, its General Partner

BY: HRM Development, LLC, a Missouri limited liability company, its Managing Member

By: _____

Dated: October 24, 2017

Deb Giffin
Manager

**SCHEDULE OF EXHIBITS
OF THE DEVELOPMENT AGREEMENT**

Exhibit A	Property Description
Exhibit B	Map of Rural Housing Improvement District Boundaries for Pittsburg Highlands
Exhibit C	Pittsburg Highlands Site Development Plan
Exhibit D	Eligible costs for Pittsburg Highlands
Exhibit E	Certification of Substantial Completion Form

EXHIBIT A

PROPERTY DESCRIPTION

Lots numbered Five (5), Six (6), Seventeen (17), and Eighteen (18) in Radell's Second (2nd) Addition to the City of Pittsburg, Kansas, Crawford County, Kansas, according to the recorded Plat, thereof.

EXHIBIT B

MAP OF RURAL HOUSING IMPROVEMENT DISTRICT BOUNDARIES FOR PITTSBURG HIGHLANDS PROJECT



PITTSBURG HIGHLANDS PROJECT SITE DEVELOPMENT PLAN



EXHIBIT D

ELIGIBLE COSTS FOR

PITTSBURG HIGHLANDS PROJECT

Pittsburg Highlands Site Work Estimates

Haul Off – New Construction Dumpsters	\$ 6,000.00
Site Preparation	\$168,000.00
Concrete Testing	\$ 1,200.00
Power Transmission and Distribution	\$ 20,000.00
Asphalt Paving	\$ 89,600.00
Concrete Walks	\$ 12,000.00
Concrete Curb and Gutter	\$ 19,200.00
Pavement Marking	\$ 0.00
Water Meter	By developer
Water Distribution	\$ 35,200.00
Storm Sewage	\$ 20,000.00
Sanitary Sewage	\$ 32,500.00
Sewer Connection Fees	By developer

EXHIBIT E

CERTIFICATION OF SUBSTANTIAL COMPLETION FORM

The undersigned, on behalf of Pittsburg Highlands, LP (the “Developer”), pursuant to Section 3.4.3 of the Development Agreement dated as of October 24, 2017 (the “Development Agreement”) by and among the City of Pittsburg, Kansas, and the Developer, hereby certifies as follows. All capitalized terms used herein shall have the meaning attributable to such terms in the Development Agreement.

1. The Work with respect to the Internal Infrastructure Improvements in Development Project is sufficiently complete in accordance with the Construction Plans, excepting all punch list items, such that the Developer can occupy or utilize the Work for its intended purpose.
2. The Work has been completed in a good and workmanlike manner.
3. There are no mechanic’s or materialmen’s liens or other statutory liens on file encumbering title to the Property; all bills for labor and materials furnished for the Work which could form the basis of a mechanic’s, materialmen’s or other statutory lien against the Property have been paid in full, and within the past four months no such labor or materials have been furnished which have not been paid for.
4. All applicable building codes have been complied with in connection with the Work.

Dated: _____

Pittsburg Highlands, LP

By: _____

Name: Tom Carlson

FUNDING AGREEMENT
(PITTSBURG HIGHLANDS)

This Funding Agreement (“Agreement”) is entered into this 24th day of October, 2017, between the **CITY OF PITTSBURG, KANSAS** (“City”), and **PITTSBURG HIGHLANDS, LP** (“Developer”).

RECITALS

WHEREAS, the City is a political subdivision organized and existing under the laws of the State of Kansas; and

WHEREAS, Developer, has negotiated and is prepared to enter into a Development Plan and Agreement, to develop real property into 20 single family homes (the “Project”); and

WHEREAS, Developer has entered into a contract to purchase the real property where the Project will take place; and

WHEREAS, the City has requested the Developer to negotiate and enter into a Development Agreement for the Project in exchange for the City performing certain services set forth herein; and

WHEREAS, the City does not have a source of funds to finance costs incurred by the City for legal, financial, planning, inspection, and other services, or for direct out-of-pocket expenses and other reasonable costs resulting from services rendered to the Developer to review, evaluate, process, and inspect the Project (collectively, the “Charges”); and

WHEREAS, the parties desire to enter into this Agreement to provide for the funding of consultants used by the City to review, evaluate, process and inspect the Project.

AGREEMENT

1. Services to be Performed by the City. The City shall:
 - A. Consult with the Developer on the Project in a timely manner;
 - B. Provide the necessary staff, legal, financial, planning and inspection assistance to the Developer for construction of the Project, and to negotiate and prepare a Development Agreement and for the Project;
 - C. Provide the necessary staff, legal, financial, planning and inspection assistance to administer and carry out the terms of such Development Agreement.
 - D. Provide necessary support to Developer while developer constructs public infrastructure to include Wild Red Street, specifically the portion of the road

connecting the Project with the arterial street to the north, East Atkinson Avenue, according to the City's residential street design standards.

2. Initial Deposit. In order to ensure the prompt and timely payment of the Charges, the Developer shall establish a fund in the initial amount of Fifteen Thousand Dollars (\$15,000.00) (the "Deposit") by paying such amount to the City contemporaneously with the execution of this Agreement. The City shall pay, in accordance with this Agreement, initial Charges from the Deposit, including the charges for preparation of this Agreement, and shall promptly submit an itemized statement therefore to the Developer to re-establish the Deposit so that there is always at least Five Thousand Dollars (\$5,000.00) cash balance available against which additional charges and payments may be applied on a current basis. The City shall submit monthly statements itemizing the Charges paid from the Deposit during the preceding month.

3. Additional Funding.

A. The City shall submit to Developer an itemized statement for actual and reasonable expenses necessary to perform its obligations hereunder. Such statements shall be submitted on a monthly basis. The Developer shall pay the City the amounts set forth on such statements (the "Additional Funds") within thirty (30) days of receipt thereof. If such funds are not so received, the City may draw upon the Deposit and if, after such draw, there remains an unpaid balance, such unpaid balance shall be subject to a penalty of one percent (1%) per month until paid, but in no event shall such penalty exceed twelve percent (12%) per annum, and City shall, upon thirty (30) days' notice and failure to cure, be relieved of any and all obligations hereunder, and under the Development Agreement with Developer, until paid in full, or may terminate this Agreement pursuant to Section 5.A. Developer shall supply the Additional Funds in a timely manner so that City activities and assistance may continue without interruption.

B. The City and the Developer agree that the Developer shall reimburse the City for the actual and reasonable expenses necessary to perform the City's obligations hereunder including the legal services of Henry C. Menghini and such other special consultants and advisors as the City reasonably deems necessary to perform its obligations under this Agreement.

4. Disbursement of Funds. The City shall disburse the Deposit and Additional Funds for reimbursement of costs to the City on or before the thirtieth (30th) day of each month, and for consulting fees and the payment of all out-of-pocket expenses incurred by the City in connection with the performance of its obligations under this Agreement as payment for such expenses become due. Upon reasonable notice, the City shall make its records available for inspection by Developer with respect to such disbursements.

5. Termination.

A. In the event the Developer fails to perform any of its obligations herein, the City may terminate this Agreement, and any other agreement between the parties, at its sole discretion if the Developer fails to cure the default within thirty (30) days after written

notice to the Developer of the default. Termination by the City for reasons of an uncured default by Developer shall also terminate any duties and obligations of the City with respect to the Development Agreement with Pittsburg Highlands, LP. and any other agreements between the parties. Upon such termination, the City shall retain the Deposit and Additional Funds, if any, necessary to reimburse the City for all reasonable expenses incurred under this Agreement to the date of termination and any monies due and owing to the City pursuant to any other agreements between the parties.

B. The parties hereto acknowledge that the Developer may determine to abandon the project. Upon notice of abandonment by the Developer, this Agreement shall terminate and the City may terminate any other agreements between the parties and shall retain the Deposit and Additional Funds, if any, necessary to reimburse the City for all expenses incurred under this Agreement to the date of termination and any monies due and owing to the City pursuant to any other agreements between the parties. Any amounts remaining from the Deposit and the Additional Funds after all amounts have either been paid as directed by, or reimbursed to, the City shall be returned to the Developer.

C. In the event the Deposit and Additional Funds are insufficient to reimburse the City for the outstanding expenses of the City payable hereunder, the Developer shall reimburse the City as set forth in Section 3. Any amounts remaining from the Deposit and the Additional Funds after all amounts have either been paid as directed by, or reimbursed to, the City shall be returned to the Developer.

6. Notice. Any notice, approval, request or consent required by or asked to be given under this Agreement shall be deemed to be given if in writing and mailed by United States mail, postage prepaid, or delivered by hand, and addressed as follows:

To the City:
City of Pittsburg
Attn: City Manager
City Hall
201 N. 4th Street
Pittsburg, Kansas 66762

With a copy to:

City of Pittsburg
Attn: City Attorney
P.O. Box 1988
Pittsburg, Kansas 66762

To the Developer:

Pittsburg Highlands LP
205 South Walnut Street
Suite 200
Springfield, Missouri 65806
Attn: Tom Carlson

Each party may specify that notice be addressed to any other person or address by giving to the other party ten (10) days prior written notice thereof.

7. This Agreement shall be governed by and construed according to the laws of the State of Kansas.

8. Counterparts. This Agreement may be executed in multiple originals or counterparts, each of which will be an original and when all of the parties to this Agreement have signed at least one (1) copy, such copies will constitute a fully executed and binding Agreement.

The parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

CITY OF PITTSBURG, KANSAS

By: _____
Michael Gray, Mayor

ATTEST:

Tammy Nagel, City Clerk

Pittsburg Highlands, LP

By: _____
Printed Name: Tom Carlson
Printed Title:

STATE OF _____)
) ss:
_____ COUNTY)

BE IT REMEMBERED, that on this _____ day of _____, 2017, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Tom Carlson, the duly authorized agent of Pittsburg Highlands, LP, a Kansas Limited Partnership, on behalf of said limited liability company.

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

Notary Public

My Appointment expires: _____

KENDALL R. MCPHAIL, LLC
ATTORNEY AT LAW
2838 S. INGRAM MILL ROAD
SPRINGFIELD, MISSOURI 65804
kmcpfail@myexcel.com

(417)882-2828
(417)887-1360 Facsimile

October 17, 2017

City Of Pittsburg, Kansas
603 N. Pine
Pittsburg, KS 66762
Attn: Mr. Daron Hall
City Manager

Re: Pittsburg Highlands, LP/ Pointe Royale Development, Inc.

Dear Mr. Hall,

As you may be aware, I represent Pointe Royale Development, Inc. (the “Developer”) and Pittsburg Highlands, LP, a Kansas limited partnership (the “Owner”) with respect to the Section 42 low-income housing tax credit development to be known as Pittsburg Highlands to be constructed in the City of Pittsburg, Kansas. My clients have requested that I provide this letter to you in connection with the City’s provision of a \$300,000.00 non-recourse permanent financing loan to the Owner. My clients greatly appreciate the City’s support for this project.

The reasons the Owner requires this loan to be on a non-recourse basis are due to the rather complex tax issues involved with the Section 42 low-income housing tax credit provisions of the Internal Revenue Code of 1986, as amended (the “Code”), and the related Code provisions regarding the allocations of profits and losses for partnerships. A significant portion of the financing for this project will be generated by an investor’s purchase of a limited partnership interest in the Owner with the investor’s expectation that approximately 99% of the tax credits allocated to the Owner under the Code will, in turn, be allocated to the investor limited partner by the partnership. In order for that allocation to occur in compliance with the Code, the credits must be allocated in the same manner as partnership losses and income. In order for allocations of the tax credits, profits and losses to be made in accordance with the Code, permanent financing for the project must be on a non-recourse basis so that the General Partner of the partnership will not be allocated greater losses under the Code than the limited partner.

Due to these Code provisions, tax credit investors will not invest in this project unless they can get a “tax opinion letter” from a qualified tax expert stating that the project qualifies with the relevant provisions of the Code for the investor to receive the benefit of the tax credits. Imposing a requirement of recourse financing on the General Partner prevents this from occurring.

I would note that the City’s loan will be very well collateralized. The City will hold a \$300,000 secured, first priority loan against 20 houses which will cost over \$3 million to build. Tom Carlson, President of the Pointe Royale Development, Inc., has informed me that he would be glad to guaranty this loan, but unfortunately that would violate the applicable provisions of the Code and prevent the Owner and the investor from receiving a clean tax opinion from Counsel.

Although somewhat oversimplified, I hope the foregoing explanation is helpful to you and the City of Pittsburg, Kansas. If you have any questions I can address further, please contact me at your convenience.

Very truly yours,

Kendall R. McPhail



**ECONOMIC DEVELOPMENT
ADVISORY COMMITTEE**

201 West 4th Street · Pittsburg KS 66762

(620) 231-4100

www.pittks.org

October 4, 2017

To: Pittsburg Highlands, LP
205 W. Walnut Street
Suite 200
Springfield, MO 65806

CC: Kendall R. McPhail, LLC
2838 S. Ingram Mill Road
Springfield, MO 65804

Dear Mr. McPhail:

On February 1, 2017, the Pittsburg Economic Development Advisory Committee recommended providing a non-recourse \$300,000, zero-interest loan to Pointe Royale Development, Inc., for the purpose of the permanent financing for the construction of a 20-home development near 31st Street. This would be repaid over a 15-year period, with monthly installments of \$500 for 15 years; at that time Pointe Royale Inc. will pay the balance off in full.

The City of Pittsburg will only execute the loan after the construction of the 20 homes and surrounding development is complete, and the homes have been issued a Certificate of Occupancy. Moreover, the City of Pittsburg will have first mortgage on the real estate until the loan is paid in full.

This recommendation was formally approved by the Pittsburg City Commission on February 14, 2017. The city commission then approved changing the recipient of the loan to Pittsburg Highlands, LP, a newly formed entity, on September 12, 2017.

Our community is excited to partner with your client on this project and I hope you'll let me know if you need any further information. Thank you again.

Sincerely,

Blake Benson
Pittsburg Economic Development Director

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: DEXTER NEISLER
Zoning Administrator

DATE: October 17, 2017

SUBJECT: Agenda Item – October 24, 2017
Pittsburg Highlands Final Plat

The Planning Commission/Board of Zoning Appeals will hold a meeting on October 23, 2017 to review the final plat of the Pittsburg Highland Subdivision. Pointe Royale Development, Inc., on behalf of Pittsburg Highlands, LLC, has submitted a final plat for review of Lots 5, 6, 17 and 18 of Radell's Second Addition to the City of Pittsburg; the area located North and South between Atkinson Avenue and East 31st Street and East and West between Scotty Drive and Radell Street. The proposed plat contains twenty-two (22) lots that will allow for future single family residential development of the property.

After reviewing the final plat, the Planning Commission/Board of Zoning Appeals will vote to either recommend the final plat to the City Commission for approval or to table the plat for further updates. In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, October 24, 2017. I will report the Planning and Zoning Commission's findings to the City Commission at that time. Action necessary will be approval or disapproval of the plat and, if approved, authorize the Mayor and City Clerk to sign on behalf of the City of Pittsburg.

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

Attachment: Final Plat

LEGAL DESCRIPTION

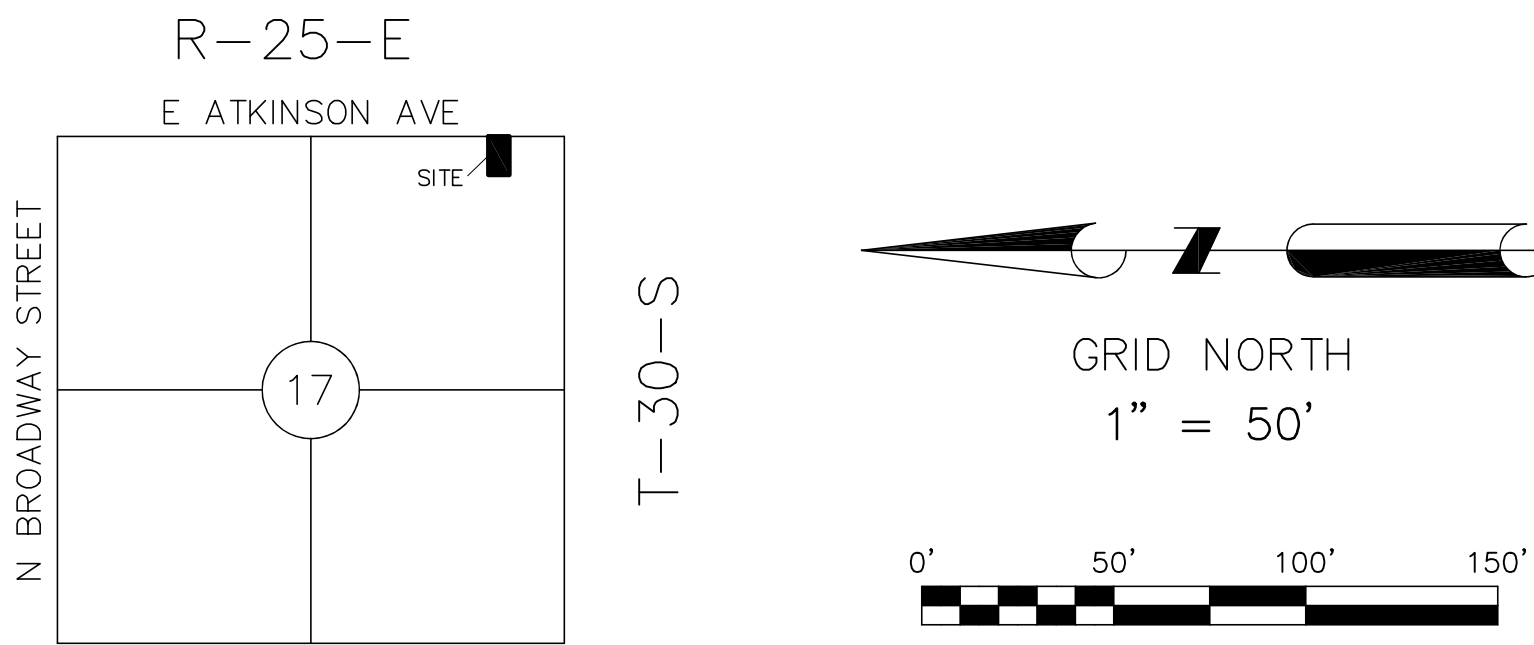
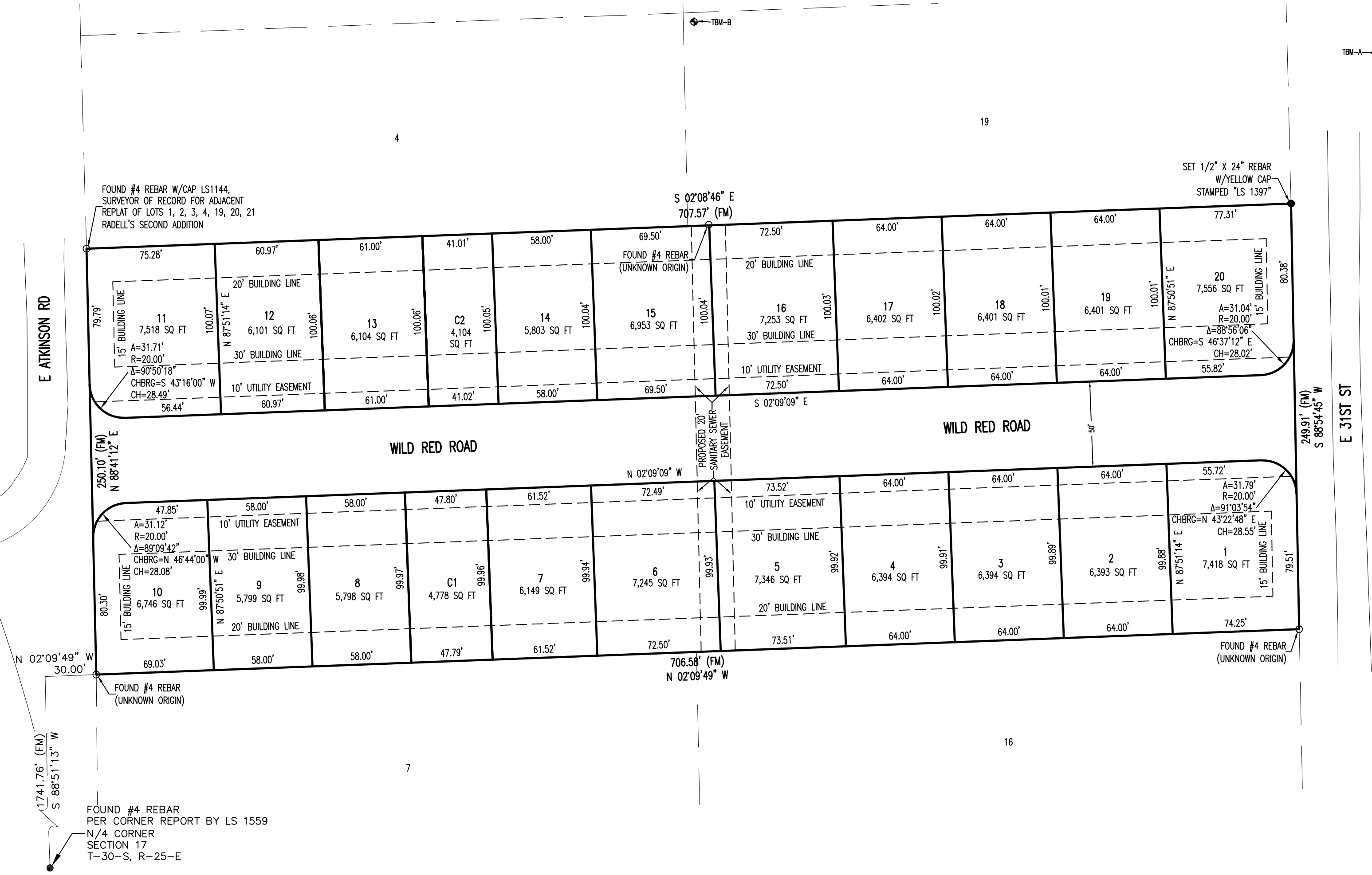
LOTS NUMBERED FIVE (5), SIX (6), SEVENTEEN (17) AND EIGHTEEN (18) IN RADELL'S SECOND ADDITION TO THE CITY OF PITTSBURG, CRAWFORD COUNTY, KANSAS, ACCORDING TO THE RECORDED PLAT THEREOF.

GENERAL NOTES

- A. ALL LOT CORNERS WILL BE SET AFTER GRADING USING 1/2" X 24" REBAR WITH A YELLOW CAP STAMPED "LS 1397".
- B. BASIS OF BEARING SHOWN HEREON BEING THE NORTH LINE OF LOTS 5 & 6 OF RADELL'S SECOND ADDITION WITH A BEARING OF NORTH 88°41'12" EAST.
- C. THE PROPERTY DESCRIBED HEREON CONTAINS 176,975 SQUARE FEET OR 4.063 ACRES.
- D. HORIZONTAL AND VERTICAL CONTROL FOR THIS PROJECT WERE DERIVED FROM GPS OBSERVATIONS FROM NATIONAL GEODETIC SURVEY MARK "PITTPORT", P.I.D. HE1184. VERTICAL DATUM IS NAVD 88, HORIZONTAL COORDINATES AND BEARINGS ARE NAD 83, KANSAS STATE PLANE SOUTH ZONE.
- E. LOTS C1 & C2 ARE RESERVED FOR DRAINAGE EASEMENTS.
- F. BOUNDARY AND FIELD WORK COMPLETED JULY 13, 2017.
- G. BOUNDARY CLOSES 1:154,000.

LEGEND

(FM) FIELD MEASURE
○ FOUND MONUMENTS
● SET MONUMENTS



BENCHMARK - A

TOP NUT OF FIRE HYDRANT LOCATED APPROXIMATELY 54' SOUTH & 89' EAST OF SOUTHEAST PROPERTY CORNER.

ELEV. = 943.85' (NAVD '88)

BENCHMARK - B

MARK ON NORTH RIM OF SANITARY MANHOLE LOCATED APPROXIMATELY 120' EAST & 7' SOUTH OF NORTHEAST CORNER OF LOT 18.

ELEV. = 937.80' (NAVD '88)

CERTIFICATE OF REGISTER OF DEEDS

STATE OF KANSAS)
> SS
COUNTY OF CRAWFORD)

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE REGISTER OF DEEDS OFFICE ON THE _____ DAY OF _____, 20 ____.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, 20 ____.

OWNER'S CERTIFICATE

STATE OF KANSAS)
> SS
COUNTY OF CRAWFORD)

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE OWNER OF THE LAND DESCRIBED IN THE PLAT, AND THAT HE HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE HEREIN INDICATED.

ALL STREETS AS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC. AN EASEMENT OR LICENSE TO THE PUBLIC TO LOCATE, CONSTRUCT AND MAINTAIN OR AUTHORIZE THE LOCATION, CONSTRUCTION, AND MAINTENANCE OF POLES, WIRES, CONDUITS, WATER, GAS, AND SEWER PIPES OR REQUIRED DRAINAGE CHANNELS OR STRUCTURES UPON THE AREAS MARKED FOR EASEMENTS ON THIS PLAT IS HEREBY GRANTED.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, 20 ____.

NOTARY CERTIFICATE

STATE OF KANSAS)
> SS
COUNTY OF CRAWFORD)


I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE DO HEREBY CERTIFY THAT _____ OF THE CITY OF PITTSBURG, PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE SIGNED AND DELIVERED THE PLAT AS HIS OWN FREE AND VOLUNTARY ACT AND AS THE ACT OF THE CITY OF PITTSBURG FOR THE USES AND PURPOSES THEREIN SET FORTH.

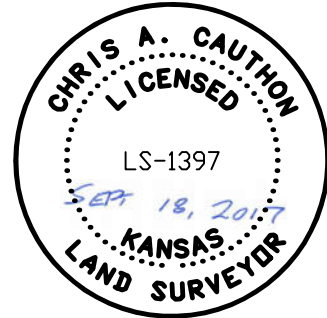
GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, 20 ____.

FINAL PLAT
OF
PITTSBURG HIGHLANDS
SECTION 17, T-30-S, R-25-E

A REPLAT OF LOTS 5, 6, 17, & 18 OF
RADELL'S SECOND ADDITION
CITY OF PITTSBURG
CRAWFORD COUNTY, STATE OF KANSAS

THIS IS TO CERTIFY THAT I, CHRIS A. CAUTION, HAVE SURVEYED AND SUBDIVIDED THE HERETOFORE DESCRIBED PROPERTY, AS SHOWN BY THE PLAT WHICH IS A CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS. I FURTHER CERTIFY THAT ALL SUBDIVISION REGULATIONS OF THE CITY OF PITTSBURG, KANSAS HAVE BEEN COMPLIED WITH IN PREPARATION OF THIS PLAT. I FURTHER CERTIFY THAT I AM AUTHORIZED BY LAW TO MAKE THIS CERTIFICATION.


CHRIS A. CAUTION
KANSAS PLS NO. 1397



REVIEW CERTIFICATE

STATE OF KANSAS)
> SS
COUNTY OF CRAWFORD)

THIS PLAT HAS BEEN REVIEWED AND APPROVED FOR FILING PURSUANT TO AND IN COMPLIANCE WITH K.S.A. 58-2005 AND WITH THE REQUIREMENTS OF CRAWFORD COUNTY. NO OTHER WARRANTIES ARE EXTENDED OR APPLIED.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, 20 ____.

CERTIFICATE OF GOVERNING BODY

STATE OF KANSAS)
> SS
COUNTY OF CRAWFORD)

THE DEDICATED PUBLIC RIGHTS-OF-WAY AND EASEMENTS, AS SHOWN ON THIS PLAT, ARE HEREBY ACCEPTED BY THE CITY COUNCIL OF THE CITY OF PITTSBURG, KANSAS, AS OF THIS _____ DAY OF _____, 20 ____.

GOVERNING BODY OF THE CITY OF PITTSBURG, KANSAS

_____, MAYOR ATTEST:

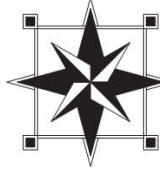
PLANNING COMMISSION CERTIFICATE

STATE OF KANSAS)
> SS
COUNTY OF CRAWFORD)

THE DEDICATIONS SHOWN ON THIS PLAT ARE HEREBY ACCEPTED BY THE PLANNING COMMISSION THIS _____ DAY OF _____, 20 ____.

ATTEST: _____

TULSA LAND SURVEYING LLC
1501 EAST 6TH STREET
TULSA, OK 74120
(918) 794-6777
CERTIFICATE LS-285
EXPIRES 12/31/2017



Resoluton No. 1198

Whereas, a Capital Improvements Program is an important management tool that allows long range capital projects to be anticipated and managed in an orderly fashion; and

Whereas, a Capital Improvements Program allows for capital projects to be financed in the most cost efficient manner possible;

Whereas, the City staff has drafted and presented a proposed five year Capital Improvements Program for the years 2018 through 2022, which details the city's capital project needs and funding sources for this period;

Now therefore be it resolved that the City Commission hereby adopts and approves the proposed Capital Improvements Program for the years 2018 through 2022, and directs the City staff to take the proper steps to implement the program.

ADOPTED THIS 24th day of October, 2017.

CITY OF PITTSBURG, KANSAS

Michael Gray, Mayor

ATTEST:

Tammy Nagel, City Clerk

(SEAL)

City of Pittsburgh

Five Year Capital Improvements Plan

General Fund

Roadways

Roadways account for forty-three percent of the plan total and are the largest category at over \$26.8 million. Planned improvements include annual street resurfacing, Silverback Way, 20th and 69 Highway intersection improvements, West Cleveland from Broadway to Olive improvements, East Atkinson from Broadway to Michigan improvements, Joplin and 4th Street geometric improvements, East Quincy from Joplin to Rouse improvements, and various traffic signal improvements.

Bridges

While there are only a few City-owned bridges, they are expensive to replace. Bridges represent twelve percent of the plan total. Approximately \$7.5 million is planned and the majority of those expenditures will replace the railroad overpass at Fourth Street and replace the bridge on East Quincy. The bridge projects represent twelve percent of the plan total. Over \$7 million of these funds are either from bonds or federal and state grants. The City will split the costs with Crawford County on the West 20th bridge repairs.

Aviation

The aviation projects total approximately \$3 million, or five percent of the plan total. The planned improvements are for the parallel taxiway, runway 4-22 rehab, improve the administration building access road and administration building apron and tarmac. A combination of local funds and state and federal grants pay for the majority of this work.

Pedestrian and Bikeways

Pedestrian and bikeways represents nine percent of the plan total. There is approximately \$5.4 million planned for hiking and biking trails and sidewalks. \$5.2 million is from sources other than City funds. City owned sidewalks include those areas that the City actually owns. Arterial sidewalks are located along traffic routes which carry the majority of our traffic, otherwise referred to as arterial routes. The City's new street improvements sales tax that was approved by voters in July 2017 will allow for up to \$50,000 annually towards a sidewalk matching program whereby the sidewalk improvement cost will be paid for by the City sales tax and half the cost will be reimbursed by the owner through direct payment or special assessment on their property.

Buildings

The building projects total approximately \$2.8 million, or four percent of the plan total. Planned projects include improvements to the Fire Station #2 concrete approach, a new Schlanger Community Center, Fire Department Training Tower modifications, Streets Division building, and various improvements at Memorial Auditorium.

City of Pittsburgh

Five Year Capital Improvements Plan

Recreation

At just over \$1.2 million dollars, recreation projects are only two percent of the plan total. Planned major improvements include field turf replacement at Jaycee ballfield, a new skate park facility and ball fields lighting replacement.

Utility Fund

Water Treatment Plant

Improvements to the Water Treatment Plant are two percent of the plan total, or approximately \$1.2 million. The largest planned project is the sand blasting and painting of the South water tower at \$720,000.

Water Distribution

Planned expenditures for water distribution improvements total \$9.5 million, which is fifteen percent of the plan total. The City has established an annual water line replacement program to increase capacity and improve the quality of the infrastructure. These projects are to be funded from utility revenues. Other planned projects include \$2.9 million for new tower construction at the airport industrial park, \$2.5 million for a 24" main replacement and \$1.9 million to replace the connector between the north and south water towers. These projects are to be funded by a combination of State/Federal and utility funds.

Wastewater Treatment Plant

The planned improvements of the Wastewater Treatment Plant total \$825,000, which is one percent of the plan total and include primary clarifier improvements at the plant and bar screen improvements at the Southeast lift station. All other improvement items included on the list are relatively small. These improvements are being funded with utility operating funds.

Wastewater Collection

The wastewater sewer system is significant and is constantly in need of repair and maintenance. Approximately \$2.7 million in improvements is planned and this category represents four percent of the plan total. Planned improvements include the Taylor Branch sewer Phase II, the West 20th parallel sewer line and the Schlanger Park sewer extension. Over \$2.5 million is also planned for several sewer basin repairs.

Stormwater

The stormwater projects total \$2 million and comprise three percent of the plan total. Inlet repair and the annual storm box replacement program make up the majority of the planned work.

City of Pittsburgh

Five Year Capital Improvements Plan

Funding

The 2018 budget year is balanced as required by law. Revenues reflected in the following years are a combination of projections and assumptions. For this reason the Five Year Capital Improvements Plan (CIP) should be revisited and updated each year.

Nearly \$29.6 million of unfunded projects are included in the plan. It is important to include all known projects, regardless if they are funded or not. This allows the City to determine future utility rates, property tax rates, sales tax initiatives and to request state and federal funds to pay for needed improvements. Utility operating funds totaling over \$16.1 million are the largest revenue source at forty-eight percent of the total.

The street sales tax is a half of a percent sales tax for resurfacing roadways throughout the City and is the second largest funding source at \$9.9 million, or twenty-nine percent of available revenues. On average, almost \$2 million is planned annually for this critical program. The original street sales tax was renewed overwhelmingly by Pittsburgh voters in the fall of 2015 and will now expire on April 1, 2021. As mentioned previously an additional street sales tax was approved by voters in July 2017. Without this funding source, there would be no annual program.

Bond proceeds are the third largest funding source at \$4.7 million, or fourteen percent of available revenues. While the City of Pittsburgh has a large capacity to issue more debt (per the City of Pittsburgh Five Year Financial Plan), the limiting factor is the annual debt service needed to pay off the bonds. In Pittsburgh the plan is to keep the debt levy near ten mills annually and only issue new debt as past debt is retired.

Street Specific programs from the Kansas Department of Transportation (KDOT) are the Geometric Improvement Program (GEO) and the CCLIP resurfacing program. The GEO program funds geometric deficiencies on 'connecting links', which are state highways within the corporate limits of a city. The CCLIP program is based upon population and is used to maintain highway segments through town. Two bridge repair and replacement programs are also scheduled to be paid from State/Federal funds. The City receives Federal Aviation Administration (FAA) funding for improvements to the airport. Another state program provides grants for hiking and biking trails. The remaining CIP funds are from general operating funds, revolving funds, sales tax capital outlay funds and private funds.

To summarize, the City is fortunate to have several revenue streams to pay for projects in the CIP. However, as mentioned earlier, there is still a significant unfunded need. The City will utilize bond funds, pay-as-you-go programs, and will leverage outside funds to maximize our dollars. While it is difficult to identify money for the CIP, these projects here never go away and their costs only increase over time.

City of Pittsburgh
Five Year Capital Improvements Plan
Expenses v. Resources
SUMMARY

Category	2018 Planned	2019 Planned	2020 Planned	2021 Planned	2022 and Beyond	Total	% of Total
<u>EXPENSES</u>							
General Fund							
Roadways	\$ 3,115,000	2,430,000	4,175,000	5,975,000	11,120,000	\$ 26,815,000	43%
Bridges	100,000	250,000	-	-	7,145,000	7,495,000	12%
Aviation	876,500	500,000	60,000	1,200,000	400,000	3,036,500	5%
Pedestrian and Bikeways	491,348	1,549,260	200,000	50,000	3,143,995	5,434,603	9%
Buildings	25,000	444,000	400,000	955,000	1,000,000	2,824,000	4%
Recreation	387,000	203,000	85,000	535,000	35,000	1,245,000	2%
Sub-total	\$ 4,994,848	\$ 5,376,260	\$ 4,920,000	\$ 8,715,000	22,843,995	\$ 46,850,103	75%
Utility Fund							
Water Treatment	\$ 720,000	190,000	220,000	70,000	-	\$ 1,200,000	2%
Water Distribution	276,000	305,500	306,000	1,193,000	7,467,500	9,548,000	15%
Wastewater Treatment	180,000	225,000	100,000	250,000	70,000	825,000	1%
Wastewater Collections	212,500	239,000	250,000	583,000	1,459,000	2,743,500	4%
Stormwater	400,000	400,000	400,000	400,000	400,000	2,000,000	3%
Sub-total	\$ 1,788,500	\$ 1,359,500	\$ 1,276,000	\$ 2,496,000	9,396,500	\$ 16,316,500	25%
Total	\$ 6,783,348	\$ 6,735,760	\$ 6,196,000	\$ 11,211,000	32,240,495	\$ 63,166,603	100%
<u>RESOURCES</u>							
Available Resources							
Bond	\$ 1,500,000	\$ 685,000	\$ -	\$ 2,525,000	-	\$ 4,710,000	14%
General Operating	225,000	-	-	-	200,000	425,000	1%
Grant/Donations	468,000	-	-	-	-	468,000	1%
Revolving Funds	15,000	-	-	-	-	15,000	0%
Public Safety Sales Tax	-	-	125,000	125,000	-	250,000	1%
Sales Tax Capital Outlay	98,000	25,000	25,000	35,000	35,000	218,000	1%
State/Federal	938,848	600,000	-	-	-	1,538,848	5%
Street Sales Tax	1,750,000	1,650,000	1,850,000	1,850,000	2,750,000	9,850,000	29%
Utility Operating	1,788,500	1,359,500	1,176,000	2,496,000	9,329,000	16,149,000	48%
Total	\$ 6,783,348	\$ 4,319,500	\$ 3,176,000	\$ 7,031,000	12,314,000	\$ 33,623,848	100%
Unfunded Amount	\$ -	\$ 2,416,260	\$ 3,020,000	\$ 4,180,000	19,926,495	\$ 29,542,755	

City of Pittsburgh
Five Year Capital Improvements Plan

City of Pittsburgh
Five Year Capital Improvements Program

Dept.	Project Name	Source	2018 Planned	2019 Planned	2020 Planned	2021 Planned	2022 and Beyond
GENERAL FUND							
<u>Roadways</u>							
PW	Traffic Signal Improvement / Replacement at the Intersection of Cleveland and Broadway Streets * PSU Dependent	Bond Funds	\$ -	\$ -	\$ 300,000	\$ -	\$ -
PW	Traffic Signal Improvement / Replacement at the Intersection of 4th and Pine Streets	Bond Funds	-	180,000	-	-	-
PW	Traffic Signal Improvement / Replacement at the Intersection of Quincy and Broadway	Bond Funds	-	50,000	-	-	-
PW	2018 Street Sales Tax Improvements	Street Sales Tax	1,600,000	-	-	-	1,900,000
PW	Free King and 4th Street Intersection Improvement - Traffic Signal	Bond Funds	-	-	-	300,000	-
PW	2019 Street Sales Tax Improvements	Street Sales Tax	-	1,475,000	-	-	-
PW	4th and Joplin Geometric Improvements	Bond Funds	-	-	-	-	1,200,000
PW	Traffic Signal Improvement / Replacement at the Intersection of 4th and Locust Streets	Bond Funds	-	-	-	50,000	-
PW	Signal @ Rouse & 21st	Bond Funds	-	-	200,000	-	-
PW	Signal @ Rouse & Quincy	Bond Funds	-	-	225,000	-	-
PW	Signal @ Cleveland & Broadway	Bond Funds	-	-	-	-	200,000
PW	Quincy Street : Joplin - Rouse Rebuild - 3530' @ \$1500 /lf (PECE+Const)	Bond Funds	-	-	-	-	5,295,000
PW	West Cleveland - Broadway - Olive - 1,100' @ \$1,500 /lf (PECE+Const)	Bond Funds	-	-	1,650,000	-	-
PW	East Atkinson: Broadway - Michigan - 2,550' @ \$1,500/lf (PECE+Const)	Bond Funds	-	-	-	3,825,000	-
PW	CCLIP 20th & Hwy 69 Improvement - Construction	Street Sales Tax	-	125,000	-	-	-
PW	CCLIP 20th & Hwy 69 Improvement - Construction	State / Federal	-	600,000	-	-	-
PW	Atkinson & Wild Red Road	RLF Funds	15,000	-	-	-	-
PW	Silverback Way (PECE+Const)	Bond Funds/Temp Notes	1,500,000	-	-	-	-
PW	2020 Street Sales Tax Improvements	Street Sales Tax	-	-	1,800,000	-	-
PW	Hampton Road Improvements - 1,150' @ \$1,500/lf (PECE+Const)	Bond Funds	-	-	-	-	1,725,000
PW	2021 Street Sales Tax Improvements	Street Sales Tax	-	-	-	1,800,000	-
PW	2022 Street Sales Tax Improvements	Street Sales Tax	-	-	-	-	800,000
	Sub-total		\$ 3,115,000	\$ 2,430,000	\$ 4,175,000	\$ 5,975,000	\$ 11,120,000

City of Pittsburgh
Five Year Capital Improvements Plan

Dept.	Project Name	Source	2018 Planned	2019 Planned	2020 Planned	2021 Planned	2022 and Beyond
<u>Bridges</u>							
UT	East 14th Street Bridge Repair/Replacement	Bond Funds	\$ -	\$ 250,000	\$ -	\$ -	\$ -
UT	West 20th Street Bridge Repair/Replacement - County Match	Street Sales Tax	100,000	-	-	-	-
PW	Fourth Street Railroad Overpass Replacement	State / Federal	-	-	-	-	5,050,000
PW	Fourth Street Railroad Overpass Replacement	Bond Funds	-	-	-	-	95,000
PW	Bridge Repair and Replacement East Quincy	State / Federal	-	-	-	-	2,000,000
		Sub-total	\$ 100,000	\$ 250,000	\$ -	\$ -	\$ 7,145,000
<u>Aviation</u>							
PW	Airport Administration Building Access Road	Revolving Funds	\$ -	\$ 500,000	\$ -	\$ -	\$ -
PW	Atkinson Airport T-Hanger (Single Engine) Relocate, Reskin / Repair	Bond Funds	-	-	-	-	400,000
PW	Parallel Taxiway - Construction	State / Federal	450,000	-	-	-	-
PW	Parallel Taxiway - Construction	General Operating	50,000	-	-	-	-
PW	New Airport Administration Building Apron / Tarmac	State / Federal	-	-	-	1,140,000	-
PW	New Airport Administration Building Apron / Tarmac	Bond Funds	-	-	-	60,000	-
PW	Atkinson Airport Runway 4 -22 Rehabilitation	State / Federal	301,500	-	-	-	-
PW	Atkinson Airport Runway 4 -22 Rehabilitation	General Operating	75,000	-	-	-	-
PW	Self Serve Aviation Fuel	State / Federal	-	-	30,000	-	-
PW	Self Serve Aviation Fuel	Sales Tax Capital Outlay	-	-	30,000	-	-
		Sub-total	\$ 876,500	\$ 500,000	\$ 60,000	\$ 1,200,000	\$ 400,000

City of Pittsburg
Five Year Capital Improvements Plan

Dept.	Project Name	Source	2018 Planned	2019 Planned	2020 Planned	2021 Planned	2022 and Beyond
<u>Pedestrian and Bikeways</u>							
PW	Safe Routes to Schools - 3 Areas	State / Federal	\$ 187,348	\$ -	\$ -	\$ -	\$ -
PW	Safe Routes to Schools - 3 Areas	Sales Tax Capital Outlay	46,000	-	-	-	-
PW	Trail: Meadowlark South	Grant/Donations	-	433,260	-	-	-
PW	Sidewalks: Hotels on North Broadway south to the TIF District retail and restaurant area	Grant/Donations	-	1,000,000	-	-	-
PW	Trail: Wilderness Park to Hotels	Grant/Donations	-	66,000	-	-	-
PW	Multi-use Hike and Bike Trail along Rouse from 4th St. to Washington St.	Grant/Donations	140,000	-	-	-	-
PR	Trail Extension: East / West Connector W/ Overpass	State/Federal	-	-	-	-	93,995
PW	Pitsco to PSU South RR Trail Connection	Grant/Donations	68,000	-	-	-	-
PW	Residential Sidewalk Matching Program	Street Sales Tax	50,000	50,000	50,000	50,000	50,000
PR	Lincoln Park sidewalk/Trail system	Grant/Donations	-	-	150,000	-	-
PW	Multi-Use Hike and Bike Trail along Elm and Locust from Quincy to 7th	Grant/Donations	-	-	-	-	1,500,000
PW	Multi-use Hike and Bike Trail along Joplin St. from 7th St. to Atkinson	Grant/Donations	-	-	-	-	1,500,000
	Sub-total		\$ 491,348	\$ 1,549,260	\$ 200,000	\$ 50,000	\$ 3,143,995
<u>Buildings</u>							
PW	Street Division Building Improvements	Bond Funds	\$ -	\$ -	\$ -	\$ -	\$ 300,000
PR	Memorial Auditorium Lighting System	Bond Funds	-	-	30,000	30,000	60,000
PR	LED Message Center @ Memorial	Sales Tax Capital Outlay	-	29,000	-	-	-
PR	Upper Level Restroom @ Memorial	Bond Funds	-	-	-	-	40,000
PR	Replace Moving Wall System @ Memorial	Bond Funds	-	-	-	100,000	-
PR	Replace Carpet in Lobby @ Memorial	General Operating	25,000	-	-	-	-
PR	Rigging Lift Equipment @ Memorial	Sales Tax Capital Outlay	-	40,000	-	-	-
PR	North Lawn Improvements @ Memorial	General Operating	-	-	-	-	200,000
PR	Auditorium Audio/Visual System @ Memorial	Sales Tax Capital Outlay	-	30,000	-	-	-
PR	Upgrade Intelligent Lighting @ Memorial	Sales Tax Capital Outlay	-	-	20,000	-	-
PR	Balcony Elevator @ Memorial	Bond Funds	-	-	-	-	300,000
PR	Sound System upgrade and Replacement @ Memorial	Bond Funds	-	-	-	-	100,000
PR	Cart Shed Addition	General Operating	-	75,000	75,000	-	-
PW	Asphalt Plant Improvements (Drum and Oil Storage)	Bond Funds	-	-	120,000	-	-
PR	Loading Ramp & Garage Improvements	Sales Tax Capital Outlay	-	-	30,000	-	-
PR	Stage Floor Replacement MACC	Sales Tax Capital Outlay	-	30,000	-	-	-
FR	Training tower concrete replacement and repair Fire #2	Bond Funds	-	-	-	200,000	-
FR	Concrete approach / Replacement Fire #2	Bond Funds	-	105,000	-	-	-
FR	Training tower modifications Fire #2	Public Safety Sales Tax	-	35,000	-	-	-
PR	Mausoleum - Abby - tuck-pointing & roofing	Bond Funds	-	60,000	-	-	-
PR	Mausoleum - Abby - ADA Accessibility	Bond Funds	-	40,000	-	-	-
PR	New Schlanger Center	Bond Funds	-	-	-	500,000	-
FR	Training Tower Annex	Public Safety Sales Tax	-	-	125,000	125,000	-
	Sub-total		\$ 25,000	\$ 444,000	\$ 400,000	\$ 955,000	\$ 1,000,000

City of Pittsburgh
Five Year Capital Improvements Plan

Dept.	Project Name	Source	2018 Planned	2019 Planned	2020 Planned	2021 Planned	2022 and Beyond
Recreation							
PR	Skate Park Relocation & Renovation - Construction	Grant/Donations	\$ 220,000	\$ -	\$ -	\$ -	\$ -
PR	Skate Park Relocation & Renovation - Construction	Sales Tax Capital Outlay	30,000	-	-	-	-
PR	Irrigation Upgrade - Golf Course	Sales Tax Capital Outlay	-	-	50,000	-	-
PR	Aquatic Center Decking	Sales Tax Capital Outlay	22,000	-	-	-	-
PR	Lighting: Berry Ball Field	Bond Funds	-	-	-	100,000	-
PR	Lighting: Jim Kelly Ball Field	Bond Funds	-	-	-	100,000	-
PR	JayCee Masonry Tuck-pointing	Sales Tax Capital Outlay	-	25,000	-	-	-
PR	Replacement Feature in PAC Wading Pool	Sales Tax Capital Outlay	-	13,000	-	-	-
PR	Mini-Golf Course Improvement	Sales Tax Capital Outlay	-	10,000	10,000	10,000	10,000
PR	Schlanger Park Shelter House	Sales Tax Capital Outlay	-	40,000	-	-	-
PR	Jaycee Walking Trail Bridge	Sales Tax Capital Outlay	-	10,000	-	-	-
PR	Russell Concession Stand	Sales Tax Capital Outlay	-	60,000	-	-	-
PR	Star Bond Project	STAR Bonds	-	-	-	-	-
PR	Schlanger Wading Pool - sandblast & Paint - new tables and chairs	Sales Tax Capital Outlay	-	20,000	-	-	-
PR	Dog Park	Donation	40,000	-	-	-	-
PR	Lighting: Bill Russell Ball Field	Bond Funds	-	-	-	100,000	-
PR	Field Turf Replacement - Jaycee	Sales Tax Capital Outlay	-	25,000	25,000	25,000	25,000
PR	Field Turf Replacement - Jaycee	General Operating	75,000	-	-	-	-
PR	Lighting: Bunk Ball Field	Bond Funds	-	-	-	100,000	-
PR	Lighting: Deramus Ball Field	Bond Funds	-	-	-	100,000	-
	Sub-total		\$ 387,000	\$ 203,000	\$ 85,000	\$ 535,000	\$ 35,000
	General Fund Total		\$ 4,994,848	\$ 5,376,260	\$ 4,920,000	\$ 8,715,000	\$ 22,843,995

City of Pittsburg
Five Year Capital Improvements Plan

Dept.	Project Name	Source	2018 Planned	2019 Planned	2020 Planned	2021 Planned	2022 and Beyond
UTILITY FUND							
<u>Water Treatment Plant</u>							
UT	Elevator Control Replacement	Utility Operating	\$ -	\$ 100,000	\$ -	\$ -	\$ -
UT	S. Water Tower - Sandblast / Repaint	Utility Operating	720,000	-	-	-	-
UT	Aeration Filter Media Replacement	Utility Operating	-	40,000	-	-	-
UT	Well #8 - Pump Pull & Rebuild - Scheduled Maintenance	Utility Operating	-	50,000	-	-	-
UT	SCU 1 & 2 - Sandblast & Paint	Utility Operating	-	-	120,000	-	-
UT	SCADA Related Technology Updates (hardware/software)	Utility Operating	-	-	100,000	-	-
UT	Boiler Replacement	Utility Operating	-	-	-	35,000	-
UT	Pine Street Backup Power	Utility Operating	-	-	-	35,000	-
	Sub-total		\$ 720,000	\$ 190,000	\$ 220,000	\$ 70,000	\$ -
<u>Water Distribution</u>							
UT	Field Crest	Utility Operating	\$ 176,000	\$ -	\$ -	\$ -	\$ -
UT	Meter Replacement	Utility Operating	100,000	100,000	100,000	100,000	100,000
UT	Park: Broadway to College	Utility Operating	-	152,000	-	-	-
UT	100 W Madison	Utility Operating	-	53,500	-	-	-
UT	North Joplin 22nd to 25th	Utility Operating	-	-	121,000	-	-
UT	North Joplin 25th to 27th	Utility Operating	-	-	85,000	-	-
UT	North Joplin 27th to 29th	Utility Operating	-	-	-	93,000	-
UT	4th Street: Water to Village	Utility Operating	-	-	-	195,000	-
UT	4th Street: Hwy 69 to Lone Star (200th)	Utility Operating	-	-	-	805,000	-
UT	Broadway 16" Waterline Relocation (Kelce)	Utility Operating	-	-	-	-	67,500
UT	North & South Tower Connector Replace	State / Federal	-	-	-	-	1,900,000
UT	24" Main: WTP to Broadway & 2nd Street	State / Federal	-	-	-	-	2,500,000
UT	New Water Tower at Airport Industrial Park	Utility Operating	-	-	-	-	2,900,000
	Sub-total		\$ 276,000	\$ 305,500	\$ 306,000	\$ 1,193,000	\$ 7,467,500

City of Pittsburgh
Five Year Capital Improvements Plan

Dept.	Project Name	Source	2018 Planned	2019 Planned	2020 Planned	2021 Planned	2022 and Beyond
<u>Wastewater Treatment Plant</u>							
UT	Primary Clarifier #1 Launderers & Weirs Replace	Utility Operating	\$ 180,000	\$ -	\$ -	\$ -	\$ -
UT	Primary Clarifier #2 Launderers & Weirs Replace	Utility Operating	-	190,000	-	-	-
UT	Aeration Headers	Utility Operating	-	35,000	-	-	-
UT	Generator for Extraneous Flow Pump	Utility Operating	-	-	50,000	-	-
UT	Generator for Mall Lift Station	Utility Operating	-	-	50,000	-	-
UT	Bar screen for SE Lift Station	Utility Operating	-	-	-	250,000	-
UT	Boiler Replacement	Utility Operating	-	-	-	-	70,000
	Sub-total		\$ 180,000	\$ 225,000	\$ 100,000	\$ 250,000	\$ 70,000

Wastewater Collection

UT	Taylor Branch Improvement - CIPP 24" Phase 2	Utility Operating	\$ -	\$ -	\$ -	\$ -	\$ -
UT	West 240th Parallel Line - CIPP 27"	Utility Operating	180,000	-	-	-	-
UT	Schlanger Park sewer extension	Utility Operating	32,500	-	-	-	-
UT	Sewer Basin 4B	Utility Operating	-	239,000	-	-	-
UT	Sewer Basin 2B Phase II	Utility Operating	-	-	250,000	-	-
UT	Sewer Basin 7B South Portion	Utility Operating	-	-	-	583,000	-
UT	Sewer Basin 7B Center Portion	Utility Operating	-	-	-	-	542,000
UT	Sewer Basin 3A	Utility Operating	-	-	-	-	376,000
UT	Sewer Basin 7B North Portion	Utility Operating	-	-	-	-	239,000
UT	Sewer Basin 7A	Utility Operating	-	-	-	-	103,000
UT	Sewer Basin 5A	Utility Operating	-	-	-	-	95,000
UT	Sewer Basin 4C	Utility Operating	-	-	-	-	51,000
UT	Sewer Basin 2C	Utility Operating	-	-	-	-	27,000
UT	Sewer Basin 5B	Utility Operating	-	-	-	-	19,000
UT	Sewer Basin 6	Utility Operating	-	-	-	-	7,000
	Sub-total		\$ 212,500	\$ 239,000	\$ 250,000	\$ 583,000	\$ 1,459,000

City of Pittsburgh
Five Year Capital Improvements Plan

Dept.	Project Name	Source	2018 Planned	2019 Planned	2020 Planned	2021 Planned	2022 and Beyond
<u>Stormwater</u>							
UT	BMP Installations	Utility Operating	350,000	350,000	350,000	350,000	350,000
UT	Storm water Maintenance-Storm Box Replacement Annual Program	Utility Operating	50,000	50,000	50,000	50,000	50,000
		Sub-total	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000
		Utility Fund Total	\$ 1,788,500	\$ 1,359,500	\$ 1,276,000	\$ 2,496,000	\$ 9,396,500
		All Funds Total	\$ 6,783,348	\$ 6,735,760	\$ 6,196,000	\$ 11,211,000	\$ 32,240,495

INTEROFFICE MEMORANDUM

To: Daron Hall, City Manager
From: Kim Vogel, Director of Parks and Recreation
CC: Tammy Nagel, City Clerk
Date: October 18, 2017
Subject: October 24, 2017 City Commission Meeting Agenda Item
Jaycee Field Turf Replacement

After ten years of play it has been determined that the turf at Jaycee Ball Park is in need of being replaced. High usage areas such as baselines (specifically in sliding and lead off zones), pitching mound, and home plate batter's boxes and catcher's area are beyond the normal maintenance of being able to be patched. Safety and playability would be an issue if another season of play was allowed.

City staff toured 5 facilities that had either FieldTurf or AstroTurf surfaces and met with representatives from both companies regarding their products. A five-member advisory team consisting of: Angelo Fears, Gary Grimaldi, Keith Matlock, Doug VanBecelaere, and Mike Watt was formed to listen to presentations from representatives of both AstroTurf and FieldTurf. Following that presentation, the committee reported to Daron Hall that FieldTurf was their top choice based on safety, playability, and quality of product.

In this regard would you please place an item on the October 24, 2017 City Commission Agenda. Staff is requesting to contract with FieldTurf, USA, Inc., in the amount of \$222,942.49 for product and installation of turf on the field, in batting cages, the Coolplay System, replacement of nailer boards as needed, and an additional 4 maintenance visits. \$70,000 of funding for the project will be from the Jaycee Turf Replacement Fund and the remainder will be budgeted from Sales Tax Capital Outlay over the course of seven years.

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

Date: August 31, 2017

To: Kim Vogel, Director of Parks and Recreation

Phone: 620-231-8310

Email: kim.vogel@pittks.org

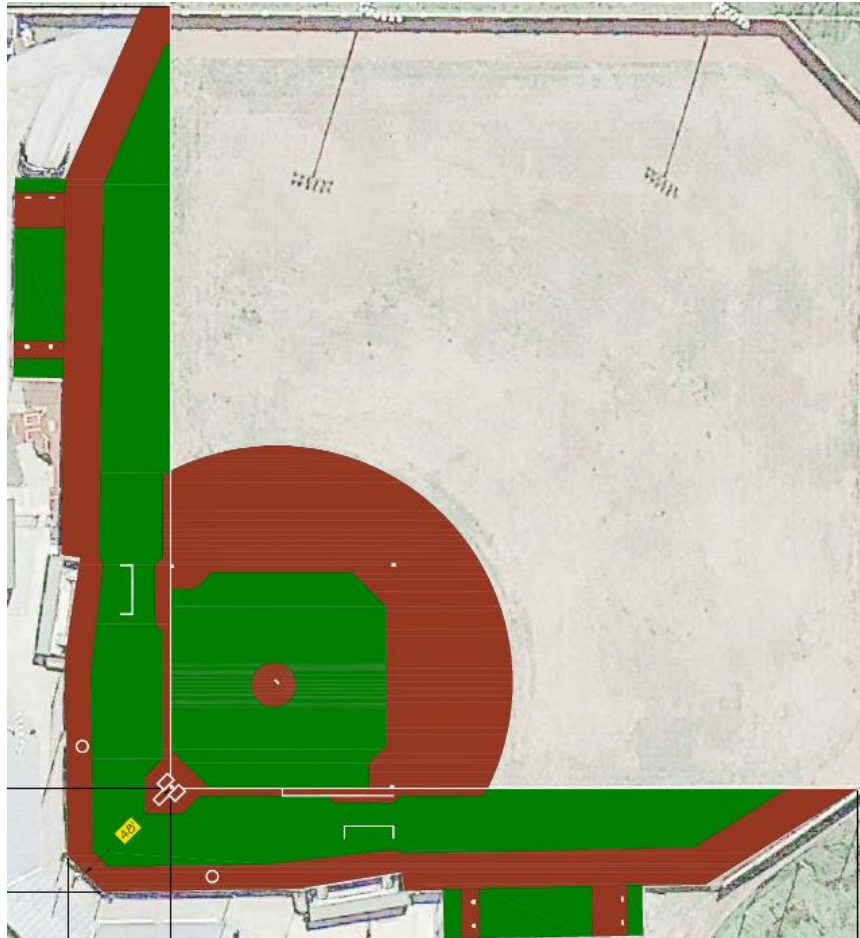
From: David Ross, Regional Sales Manager

Phone: 816-886-8097

Email: david.ross@fieldturf.com

Subject: **Jaycee Memorial Ball Field Turf Replacement**

FieldTurf USA, Inc. is please to present the following proposal for the *Jaycee Memorial Ball Field Turf Replacement* project. Prices are based on the National Joint Powers Alliance (NJPA). NJPA is a buying co-op that provides predetermined preferential pricing by approved vendors. As the product has already been bid at the national level, individual municipalities do not need to duplicate the formal bid process per NJPA Contract # 082114.



	Description	Quantity	Units	Unit Price	Total
	Sitework				
1	Removal/disposal (see Deduct Alternate # 7 option below)	43,485	EA	\$ 0.531563	\$ 23,115.00
2	Drag/roll existing base	43,485	EA	\$ 0.122240	\$ 5,315.63
	Subtotal Site Work				\$ 28,430.62
	Synthetic Turf				
3	FieldTurf Classic FTHD-2 (2")	43,485	SF	\$ 4.104207	\$ 178,471.43
4	Inlaid NFHS Baseball Markings	1	EA	\$ 7,087.50	INCLUDED
5	Maintenance Visits	4	EA	\$ 1,518.75	INCLUDED
6	Maintenance Equipment: Groomright & Sweepright	1	EA	\$ 6,075.00	INCLUDED
7	"ToughBack" coating at home plate, pitcher's mound, and base cutouts	5	EA	INCLUDED	INCLUDED
8	*Infill Re-Use credit	43,485	SF	\$ (0.30)	\$ (13,045.50)
	Subtotal Synthetic Turf				\$ 165,425.93
	Subtotal Project				\$ 193,856.55
9	Performance & Payment Bonds	1	EA	\$ 2,208.15	\$ 2,208.15
	Total Project				\$ 196,064.70
	Voluntary Alternates				
A1	Add FieldTurf heat reducing "COOLPLAY" infill to infield	28,000	SF	\$ 0.40	\$ 11,200.00
	Performance & Payment Bonds	1	EA	\$127.58	\$ 127.58
					\$ 11,327.58
A2	Replace perimeter nailer board as needed (<u>per lineal foot</u>)	1	LF	\$ 7.441875	\$ 7.44
	Performance & Payment Bonds	1	EA	\$0.09	\$ 0.09
					\$ 7.53
A3	Laser regrade existing base (including up to 50 tons of finish stone)	43,485	SF	\$ 0.293377	\$ 12,757.50
	Performance & Payment Bonds	1	EA	\$145.32	\$ 145.32
					\$ 12,902.82
A4	Additional maintenance visits	4	EA	\$ 1,518.75	\$ 6,075.00
	Performance & Payment Bonds	1	EA	\$69.20	\$ 69.20
					\$ 6,144.20
A5	Removal/disposal of existing batting cages & installation of salvaged turf from existing field	2	EA	\$ 2,531.25	\$ 5,062.50
	Performance & Payment Bonds	1	EA	\$57.67	\$ 57.67
					\$ 5,120.17
A6	Haul off and loading of removed turf, and parking lot clean up by "others"	43,485	EA	\$ (0.11)	\$ (5,000.00)
	Performance & Payment Bonds	1	EA	\$ (56.96)	\$ (56.96)
					\$ (5,056.96)

*To be eligible for infill reuse, FieldTurf will follow the steps below to assure quality and performance is met. If the infill passes all our internal testing, the option of infill reuse is plausible.

1. Collection: The first step is to collect some of the infill from the field. Our skilled collection team will remove infill from ~3 square feet using our infill extraction protocol and measure infill depths in several locations;

2. Diagnosis: The collected infill materials will be sent to our Innovation and Performance Center to be analyzed. The testing protocol includes key considerations for the following categories:

Cleanliness

- Unwanted material

Shock Attenuation / Gmax

- % Fines
- Infill Mix
- Ability to re-install
- Moisture Level

INCLUSIONS

1. Removal and disposal of existing turf.
2. Removal, salvage, and re-use of existing infill (pending testing results).
3. Box drag and roll existing base.
4. Supply and install new turf.
5. "ToughBack" coating at home plate, pitcher's mound, and base cutouts.
6. Inlaid NFHS Baseball markings, as per layout.
7. Maintenance equipment: one (1) Groomright and one (1) Sweepright.
8. Maintenance visits: four (4) total.
9. P&P bonds.
10. An eight (8) year 3rd party pre-paid insured warranty on the FieldTurf artificial grass surface; with exception to the home plate circle, base paths, base cutouts, and pitcher's mound which shall be for 2 years instead of 8 years and there is no third party insurance.

EXCLUSIONS

1. Engineering, as-built drawings, notice of termination
2. Testing of any nature
3. Permits, permit fees, inspection fees, nor utility connection fees
4. Locating, relocation, removal, nor repair of any existing utilities
5. Site Security
6. Unsuitable/unstable material removal/replacement
7. Rock excavation
8. Hauling any materials offsite (site to be raised to balance earthwork, berms to be built with excess topsoil.
9. Manmade underground obstructions/conflicts
10. Sinkhole investigation, mitigation, and repair
11. Backstop Padding
12. Electrical work of any nature, site lighting, nor scoreboard
13. Concrete flatwork per plans nor concrete steps

14. Bull pens, batting tunnels, bleacher structures, storage areas, wind screens, nor flag poles
15. Anchored bases for 1st, 2nd, and 3rd bases
16. Sanitary nor water of any nature
17. Watering nor maintenance of lawn areas and landscaping

NOTES

Notwithstanding any other document or agreement entered into by FieldTurf in connection with the supply and installation only of its product pursuant to the present bid proposal, the following shall apply:

- a) Please keep in mind that these price are reflective of "Target Value Engineering" and cost savings are only an order of magnitude. Final prices will be issued up final engineering and acceptance of changes by owner and public authorities.
- b) This bid proposal and its acceptance is subject to strikes, accidents, delays beyond our control and *force majeure*;
- c) Final payment shall be upon the substantial completion of FieldTurf's obligations;
- d) FieldTurf requires a minimum of 21 days after receiving final approvals on shop drawings to manufacture, coordinate delivery and schedule arrival of installation crew. Under a typical field size and scenario, FieldTurf further requires approximately 120 days unencumbered access to the field to complete the field, subject to weather, other delays beyond the control of FieldTurf and *force majeure*.
- e) FieldTurf requires a suitable staging area. Staging area must be square footage of field x 0.12, have a minimum access of 15 feet wide by 15 feet high, and, no more than 100ft from the site. A 25 foot wide by 25 foot long hard or paved clean surface area located within 50 feet of the playing surface shall be provided for purposes of proper mixing of infill material. Access to any field will include suitable bridging over curbs from the staging area to permit suitable access to the field by low clearance vehicles.
- f) This proposal is based on a single mobilization. If the site is not ready and additional mobilizations are necessary, additional charges will apply.
- g) FieldTurf shall be entitled to pursue all costs and expenses, including attorney fees, associated with collection procedures of payment of any past due invoice.
- h) All colors are to be chosen from FieldTurf's standard colors.
- i) 8 yr. 3rd party insured Manufacturer's Warranty included on the FieldTurf synthetic surface with the exception of the high traffic areas on the baseball/softball field. Base Paths, Batter's Boxes, and Pitcher's Kickout all carry a 2 year Manufacturer's Warranty.

The price is valid for a period of 90 days. The price is subject to increase if affected by an increase in raw materials, freight, or other manufacturing costs, a tax increase, new taxes, levies or any new legally binding imposition affecting the transaction. The price of the base preparation is subject to increase in the event FieldTurf encounters any of the following site conditions: soil contamination; bedrock;

unknown utilities; underground springs; unstable or unsuitable ground; and any concealed or unknown conditions.

Please contact Eric Fisher if you have any questions or require additional information regarding FieldTurf's SmartBuy Program by phone at 888-209-0065 ext. 246 or via e-mail at Eric.Fisher@fieldturf.com. Be sure to visit our website at www.fieldturf.com.



Pittsburg, Ks Jaycee Ball Field Project
 FieldTurf
 Cost Sheet

Item	FieldTurf Classic FTHD-2
Base Proposal	\$196,064.70
Performance & Payment Bonds	Included
4 Maintenance Visits	Included
Groomright	Included
Sweepright	Included
ToughBack - Designated Area	Included
Nailer Boards 1250' Lineal Feet	\$9,412.00
Coolplay	\$11,327.58
Batting Cages	\$5,120.17
Additional 4 Maint. Visits	\$6,075.00
Haul off of Removed Turf	-\$5,056.96
Total Package Costs	\$222,942.49

INTEROFFICE MEMORANDUM

To: Daron Hall, City Manager
From: Kim Vogel, Director of Parks and Recreation
CC: Tammy Nagel, City Clerk
Date: October 18, 2017
Subject: October 24, 2017 City Commission Meeting Agenda Item
Jaycee Field Turf Financing

City staff sent out request for proposals for financing of the Jaycee Ball Park field turf project. Financing requested was in the amount of \$222,942.99 minus a \$70,000 down payment. Quotes were requested for both five and seven years.

Five proposals were received and a bid tab of those results are attached. The lowest proposal was from Clyton Holdings, LLC (Commerce Bank) with rates of 2.27 for five years and 2.47 for seven years. Annual payments are quoted at \$32,317.62 for five years and 23,752.54 for seven years.

Since the original turf was installed funding has been placed in a project line item for replacement. Over the last few years \$20,000 has been transferred into the fund. Therefore, staff is recommending to contract for seven years keeping our payments near what we were already budgeting annually for Jaycee's turf.

In this regard would you please place an item on the October 24, 2017 City Commission Agenda. Staff is requesting to contract with Clayton Holdings, LLC of St. Louis, Mo. for \$222,942.49 minus \$70,000 down payment at a rate of 2.47 for seven years with annual payments being \$23,752.54 beginning in May of 2018.

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



8000 Forsyth Boulevard
St. Louis, Missouri 63105-1797
(314) 746-3678

10/13/2017

The City of Pittsburg, Kansas
Jared Peterson, City Clerk
P.O. Box 688
Pittsburg, KS 66762

Re: "Field Turf Interest Rate Quotes"
Due: October 13, 2017

Dear Mr. Peterson:

On behalf of Clayton Holdings, LLC, we would like to offer the following lease-purchase proposal for your consideration:

Type of Financing:	A tax-exempt, State and Municipal Lease/ Purchase Agreement (the "Lease").
Lessor:	Clayton Holdings, LLC – An equity subsidiary of Commerce Bank
Lessee:	City of Pittsburg, KS
Equipment:	Field Turf and installation services for Jaycee Memorial Ball Field
Total Finance Amount:	\$152,942.49 (total purchase price \$222,942.49 – Down Payment \$70,000.00)
Commencement Date:	On or before 11/13/2017
Base Term:	Option 1: 5 years Option 2: 7 years
Interest Rate:	Option 1: 5 year – 2.27% fixed, rate locked until 11/13/2017 Option 2: 7 year – 2.47% fixed, rate locked until 11/13/2017
Payment Amount:	Option 1: \$32,317.62 (5 payments, 1 st payment due 05/01/2018) Option 2: \$23,752.54 (7 payments, 1 st payment due 05/01/2018)
Payment Frequency:	Annual/Arrears <i>*The first payment is due 05/01/2018.</i>
Interest Rate Adjustment:	The above quoted interest rates are based on a spread over the Five (5) and Seven (7) year Interest Rate Swaps as quoted in the Federal Reserve Statistical Release H.15 (the "Index"). For Purposes of this proposal, as of 10/11/17 the Five (5) year interest rate swap is 2.02%, and the Seven (7) year interest rate swap is 2.14%.

In the event the transaction does not close by 11/13/2017, Lessor reserves the right, but has no obligation, to adjust the Interest Rate after 11/13/2017 based on changes in the Index between the Quote Date and the Commencement Date. The adjustment, if made, would preserve Lessor's original lease investment assumption on a nominal pre-tax yield basis.

Documentation:	Shall be provided by Lessor. Funding of the Lease is contingent, in part; upon receipt and review by Lessor of executed Lease documentation in form acceptable to Lessor and Lessee.
Early purchase Option:	In the event Lessee desires to prepay this lease, they may do so in whole, but not in part at a premium of the then current outstanding principal balance, calculated as follows; 3% in year (1), 2% in year (2), and 1% in each year thereafter until maturity. Provided however, that the Lessee is using internally generated funds to prepay the lease, the prepayment penalty would be waived and there would be no prepayment penalty on the agreement.
General Terms:	This financing structure, rate and payment are based on the Transaction being designated as Tax Exempt and Bank Qualified under the IRC Section 103 and 265 b (3). The Lessee does not intend to issue more than \$10 million dollars in tax-exempt obligations in the current calendar year.
Titles/Liens:	Lessor shall have a perfected security interest in the Equipment. Titled equipment will require a 1 st lien position on the MSO and Title.
Non-appropriation:	The Lease shall provide for Lessee to terminate the agreement at the end of any fiscal period if insufficient funds are available to make the scheduled Rental Payments due in the following fiscal period, as per Kansas Statutes.
Escrow:	Upon closing, funds may be disbursed into an escrow account to be maintained by Commerce Trust as escrow agent. Upon final delivery and acceptance of all of the equipment, and receipt of Lessee's authorization to release funds, escrow agent shall disburse payment to the vendors. Terms, conditions, and procedures regarding escrow and escrow agreement are subject to mutual approval by Lessee and Lessor. It is intended that the interest earnings on un-disbursed funds shall accrue for the benefit of Lessee. An escrow account shall be established at Commerce Trust. There is a \$250.00 fee for the escrow account. This fee is not applicable if an escrow is not required. Commerce Trust does assess a cash management fee which is deducted from the Escrow Earnings.
Net Lease:	The lease shall be a net lease in all respects, and Lessee shall be responsible for all fees, charges, assessments or other costs and expenses of every nature whatsoever arising from the lease of the Equipment.
Not a Commitment:	The terms set forth herein reflect a proposed, preliminary structure and are subject to final credit approval by Clayton Holdings, LLC and the negotiation of mutually acceptable documentation. These terms are being provided to the Lessee with the understanding that neither the terms nor their substance shall constitute a definitive agreement or an exhaustive statement of all terms and conditions which may ultimately be included in a transaction among Lessee and Lessor. This is a proposal only and not a commitment to lend. Final approval and funding of the transaction is based on a formal credit review by Lessor, including final lease documentation acceptable to both Lessee and Lessor.

This proposal is not intended to, and does not create, in any way, a legally binding or any other type of commitment or obligation on the part of Clayton Holdings, LLC, or any of its/their subsidiaries, and/or any of its/their employees. Information regarding this proposal, including the financial statements of Lessee necessary to complete the credit process, may be provided to third party funding sources in either written or electronic format.

The representatives shown below are “not” Municipal advisors, financial advisors, agents or fiduciaries to any person or entity. The Clayton Holdings, LLC and its representatives are responding to an RFP issued by the Lessee. Lessee acknowledges that it is entitled to engage municipal advisory services should it elect to do so. The Clayton Holdings, LLC is acting for its own loan account; this communication consists solely of general information under which The Clayton Holdings, LLC may be willing to fund a loan. Thank you for the opportunity to offer this proposal. We appreciate your consideration and look forward to your favorable response. Should you have any questions, please do not hesitate to contact us.

Respectfully submitted,



Frank D. Hill
Officer of Clayton Holdings, LLC
Senior Vice President, Tax Exempt-Leasing & Finance –
Commerce Bank
Phone: 785-587-1541
frank.hill@commercebank.com



Jeffrey G. Elliott
Vice President, Commercial Lending –
Commerce Bank
Phone: 620-235-6319
jeffrey.elliott@commercebank.com



CLAYTON HOLDING, LLC

STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT

Lease Number: 1000000-000/5000000-000

This State and Municipal Lease/Purchase Agreement (the "Lease") is made and entered into on this, the _____ day of _____ 20____ by and between Clayton Holdings, LLC with offices at 8000 Forsyth Boulevard, St. Louis, Missouri 63105 (herein called the "Lessor"), and _____ with its principal address at _____ (herein called the "Lessee"), wherein it is agreed as follows:

1. **LEASE OF EQUIPMENT:** Lessee hereby requests Lessor to acquire the equipment described in Exhibit A attached hereto and made a part hereof. Subject to the terms and conditions hereof, Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the equipment described in Exhibit A, with all replacement parts, repairs, additions and accessories incorporated therein or affixed thereto (herein collectively called the "Equipment").
2. **DELIVERY AND ACCEPTANCE:** Lessee agrees to order the Equipment from the supplier of such Equipment, but will not be liable for specific performance of this Lease or for damages if for any reason the supplier delays or fails to fill the order. Lessee will cause the Equipment to be delivered at the location specified in Exhibit A (the "Equipment Location"). Lessee will pay all transportation and other costs, if any, incurred in connection with the delivery and installation of the Equipment. Any delay in such delivery will not affect the validity of this Lease. Lessee will accept the Equipment as soon as it has been delivered and is operational, or as soon as any manufacturer or vendor preacceptance test period has expired. Lessee will have no more than thirty (30) days from the date of delivery of the Equipment to accept such Equipment. In the event the Equipment is not accepted by Lessee within thirty (30) days from the date of its delivery, Lessor, at Lessor's sole option, will have the right to terminate this Lease. Lessee will evidence its acceptance of the Equipment by executing and delivering to Lessor a delivery and acceptance certificate in the form of Exhibit B attached hereto and made a part hereof (the "Acceptance Certificate"). Lessee hereby authorizes the Lessor to add to this Lease and to any other description of the Equipment the serial number of each item of Equipment when available.
3. **TERM:** This Lease will become effective upon the execution hereof by Lessee and Lessor. The initial term of this Lease will commence on the earlier of the date Lessee executes the Acceptance Certificate or the date funds sufficient to purchase the Equipment are deposited with a bank or trust company in an escrow fund (the "Start Date") and will extend through the end of Lessee's fiscal year containing the Start Date. Unless earlier terminated as expressly provided for in this Lease, the term of this Lease will be automatically renewed on a year-to-year basis for the number of annual fiscal periods necessary to comprise the lease term as set forth in Exhibit C attached hereto and made a part hereof (the "Lease Term").
4. **RENT:** Lessee agrees to pay Lessor or any Assignee (as defined in Section 22 below), the rental payments for the Equipment as set forth in Exhibit C (the "Rental Payments"). A portion of each Rental Payment is paid as and represents the payment of interest as set forth in Exhibit C. The Rental Payments will be payable without notice or demand, at the office of Lessor (or such other place as Lessor or any Assignee may designate in writing, from time to time) and will commence on the Start Date or as otherwise set forth in Exhibit C, and the remaining Rental Payments will be payable on the same day of each consecutive month or quarter or semiannual or annual period thereafter (as designated in Exhibit C) for the duration of the Lease Term. Any notice, invoicing, purchase orders, quotations or other forms or procedures requested by Lessee in connection with payment will be fully explained and provided to Lessor or any Assignee sufficiently in advance of the payment due date for the completion thereof by Lessor or any Assignee prior to such payment date, but none of the foregoing will be a condition to Lessee's obligation to make any such payment. If Lessee fails to pay any monthly rental payment or any other sums under the Lease within ten (10) days when the same becomes due, Lessee shall pay to Lessor (in addition to and not in lieu of other rights of Lessor) a late charge equal to the greater of five (5%) percent of such delinquent amount or Twenty-Five Dollars (\$25.00), but in any event not more than the maximum permitted by law. Such late charge shall be payable by Lessee upon demand by Lessor and shall be deemed rent hereunder. Lessee acknowledges and agrees that the late charge (i) does not constitute interest, (ii) is an estimate of the costs Lessor will incur as a result of the late payment and (iii) is reasonable in amount. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder will constitute a current expense of Lessee and will not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee. EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 8 HEREOF, THE RENTAL PAYMENTS SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND WILL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER.

Notwithstanding the foregoing, in the event that Lessee, by its use of the Equipment or by its actions or omissions or by any means whatsoever, causes any interest payments as set forth in Exhibit C to be included in Lessor's gross income, Lessee agrees that the interest portion of the Rental Payments on Exhibit C will be adjusted commencing with the first day of the next succeeding fiscal year of the Lessee, but only if this Lease is renewed for such fiscal year, and thereafter, so that Lessor, its

Assignees and any participants with such, will be in the same after-tax position they would have been in had such payment been excluded from the gross income of Lessor, its Assignees and any participants with such under Section 103 of the Code.

5. **AUTHORITY AND AUTHORIZATION:** Lessee represents, warrants and covenants that (a) it will do or cause to be done all things necessary to preserve and keep in full force and effect (i) its existence, and (ii) subject to Section 8 hereof, the Lease; (b) it has complied with all bidding and budgeting requirements where necessary and by due notification has presented this Lease for approval and adoption as a valid obligation on its part and that all requirements have been met and procedures have been followed to ensure the enforceability of the Lease; (c) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal year period; (d) no event has occurred and no condition exists which, upon the execution of this Lease or with notice or the passage of time or both, would constitute a default under any debt, revenue or purchase obligation which it has issued or to which it is a party (the "Obligation") nor has it been in default under any Obligation at any time during the past five (5) years, and (e) no lease, rental agreement or contract for purchase, to which Lessee has been a party, at any time during the past five (5) years, has been terminated by Lessee as a result of insufficient funds being appropriated in any fiscal period.
6. **LESSEE CERTIFICATION:** Lessee warrants and covenants that (i) it is a state, or a political subdivision thereof, within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and the related regulations and rulings thereunder; (ii) subject to Section 8 hereof, Lessee's obligation under this Lease constitutes an enforceable obligation issued by or on behalf of a state, or political subdivision thereof, such that any interest income derived under this Lease and due Lessor or its Assignee, including, but not limited to, those amounts designated as interest in Exhibit C, will not be includable in the gross income of Lessor, its Assignee or any participants with such for the purposes of federal income taxation; (iii) this Lease represents a valid deferred payment obligation of Lessee for the amount herein set forth; (iv) Lessee has the legal capacity to enter into this Lease and is not in contravention of any state, county, district, city or town statute, rule, regulation or other governmental provision; (v) during the Lease Term, the Equipment will not be used in a trade or business of any other person or entity; (vi) Lessee will complete and file on a timely basis, Internal Revenue Service form 8038G or 8038GC, as appropriate, in the manner set forth in Section 149(e) of the Code; and (vii) Lessee will not take any action or permit the omission of any action reasonably within its control which action or omission will cause the interest portion of any Rental Payment hereunder to be includable in gross income for federal income taxation purposes.
7. **APPROPRIATIONS AND ESSENTIAL USE:** Lessee reasonably believes that sufficient funds can be obtained to make all Rental Payments during the Lease Term. The responsible financial officer of Lessee will do all things lawfully within his or her power to obtain funds from which the Rental Payments, including any Rental Payments required by Section 4 hereof, may be made, including making provisions for such payments, to the extent necessary, in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds or to extend this Lease for any subsequent annual fiscal period is solely within the discretion of the then current governing body of Lessee. It is Lessee's current intent to make the Rental Payments for the full Lease Term if funds are legally available therefore, and in that regard Lessee represents that (a) the use of the Equipment is essential to its proper, efficient, and economic functioning or to the services that it provides to its citizens; (b) Lessee has an immediate need for and expects to make immediate use of substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future; and (c) the Equipment will be used by the Lessee only for the purpose of performing one or more of its governmental or proprietary functions consistent with the permissible scope of its authority.
8. **NONAPPROPRIATION OF FUNDS:** In the event no funds or insufficient funds are appropriated and budgeted or otherwise made available for Rental Payments, including any Rental Payments required by Section 4 hereof, for any fiscal period in which the Rental Payments for the Equipment are due under this Lease, then, without penalty, liability or expense to Lessee, this Lease will thereafter terminate and be rendered null and void on the last day of the fiscal period for which appropriations were made, except as to (i) the portions of the Rental Payments herein agreed upon for which funds have been appropriated and budgeted or are otherwise available and (ii) Lessee's other obligations and liabilities under this Lease relating to, accruing or arising prior to such termination. Lessee will, not less than sixty (60) days prior to the end of such applicable fiscal period, in writing, notify Lessor and any Assignee of such occurrence, but failure to give such notice will not prevent such termination. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its Assignee on the day of such termination, packed for shipment in accordance with manufacturer's specifications and eligible for manufacturer's maintenance, and freight prepaid and insured to any location in the continental United States designated by Lessor, all at Lessee's expense, Lessor or its Assignee may exercise all available legal and equitable rights and remedies in retaking possession of the Equipment.
9. **EXCLUSION OF WARRANTIES; LIMITATIONS OF LIABILITY; DISCLAIMER OF CONSEQUENTIAL DAMAGES:** LESSEE HAS SELECTED BOTH THE EQUIPMENT AND THE VENDOR(S) FROM WHOM LESSOR IS TO PURCHASE THE EQUIPMENT IN RELIANCE HEREON. LESSEE ACKNOWLEDGES AND AGREES THAT THE EQUIPMENT IS OF A SIZE, DESIGN AND CAPACITY SELECTED BY LESSEE, THAT LESSOR IS NOT A MANUFACTURER, VENDOR, DISTRIBUTOR OR LICENSOR OF SUCH EQUIPMENT, AND THAT LESSOR LEASES THE EQUIPMENT AS IS AND HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATION, WARRANTY OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, DESIGN, OPERATION, FITNESS FOR USE, OR SUITABILITY OF THE EQUIPMENT IN ANY RESPECT WHATSOEVER OR IN CONNECTION WITH OR FOR THE PURPOSES AND USES OF LESSEE, OR ANY OTHER REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND OR

CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT THERETO INCLUDING ANY WARRANTIES OF TITLE OR AGAINST INFRINGEMENT OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR PRACTICE, ALL OF WHICH ARE SPECIFICALLY DISCLAIMED BY LESSOR AND IN NO EVENT SHALL LESSOR BE OBLIGATED OR LIABLE FOR ACTUAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF OR TO LESSEE OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO THE SALE, LEASE, USE, PERFORMANCE OR MAINTENANCE OF THE EQUIPMENT, INCLUDING INTERRUPTION OF SERVICE, LOSS OF DATA, LOSS OF REVENUE OR PROFIT, LOSS OF TIME OR BUSINESS, OR ANY SIMILAR LOSS, EVEN IF ANY SUCH PERSON IS ADVISED IN ADVANCE OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES AND EVEN IF LESSEE ASSERTS OR ESTABLISHES A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THIS LEASE.

Lessee acknowledges that neither the original vendor nor licensor of the Equipment (including the salespersons of any of them) is an agent of Lessor, nor are they authorized to waive or alter any terms of this Lease. Lessee hereby waives any claim (including any claim based on strict or absolute liability in tort) it might have against Lessor or any assignee of the Lessor for any loss, damage or expense caused by or with respect to the Equipment. Lessor hereby assigns to Lessee during the Lease Term, to the extent permitted by law, all manufacturer's warranties, if any, that it may have with respect to the Equipment, and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's expense. Lessor authorizes Lessee, to the extent permitted by law, to enforce in its own name any warranty, representation or other claim enforceable against the manufacturer. Lessor assumes no responsibility for shipment, delivery, installation or maintenance, and all claims of Lessee with respect thereto, whether for delay, damage or otherwise, will be made against the manufacturer. Lessor, at its option, may provide in its purchase order that the manufacturer agrees that any of such claims may be made by Lessee directly against the manufacturer. The obligation of Lessee to pay the Rental Payments as defined in Section 4 will not be abated, impaired or reduced by reason of any claims of Lessee with respect to the Equipment, including but not limited to its condition, quality, workmanship, delivery, shipment, installation, defects or otherwise.

- 10. TITLE, SECURITY INTEREST:** Title to the Equipment is deemed to be in Lessee so long as no Event of Default pursuant to section 19 below has occurred and/or this Lease has not been terminated pursuant to the provisions of Section 8 above. Upon the earlier of (i) termination of this Lease in accordance with Section 8 above or (ii) the occurrence of an Event of Default by Lessee pursuant to Section 19 below, title will immediately revert to Lessor free of any right, title or interest of Lessee unless Lessor elects otherwise. In order to secure all of Lessee's obligations hereunder, Lessee hereby (a) to the extent permitted by law, grants to Lessor a first and prior security interest in any and all rights, titles and interest of Lessee in the Lease, the Equipment and in all additions, attachments, accessions, accessories, replacements, improvements and substitutions thereto, now or hereafter acquired, together with all rents, issues, income, profits and proceeds thereof, including insurance proceeds; (b) agrees that financing statements evidencing such security interest may be filed; and (c) agrees to execute and deliver all certificates of title and other instruments necessary or appropriate to evidence and perfect such security interest. Lessee further agrees that the Uniform Commercial Code will apply as between the parties hereto and Assignees of Lessor.
- 11. PERSONAL PROPERTY:** The Equipment is, and will remain, personal property and will not be deemed to be affixed or attached to real property or any building thereon. If requested by Lessor, Lessee will, at Lessee's expense, furnish to Lessor landlord or mortgagee waiver with respect to the Equipment.
- 12. USE; REPAIRS:** Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and will comply with all laws, ordinances, insurance policies and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of, its possession, use or maintenance. Lessee, at its sole costs and expense, will maintain the Equipment according to the manufacturer's recommended guidelines or the equivalent and meet any and all recertification requirements and will furnish proof of such maintenance, if requested by Lessor and will furnish all needed servicing and parts, which parts will become part of the Equipment. If the Equipment is such as is customarily covered by a maintenance agreement, Lessee will furnish Lessor with a maintenance agreement with a party satisfactory to Lessor.
- 13. ALTERATIONS:** Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent, and any permitted alteration or attachment which cannot be readily removed without damaging the Equipment's originally intended function or value will become part of the Equipment.
- 14. LOCATION; INSPECTION:** The Equipment will not be removed from, or if the Equipment consists of rolling stock, its permanent base will not be changed from the Equipment Location without Lessor's prior written consent, which consent will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operations.
- 15. LIENS AND TAXES:** Lessee will keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee will pay, when due, all charges and taxes (federal, state and local) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor will have the right, but will not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes for which Lessee is responsible or liable under this Lease, Lessee will, upon demand, reimburse Lessor therefor.

- 16. RISK OF LOSS; DAMAGE; DESTRUCTION:** Lessee assumes all risk of loss of or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment will relieve Lessee of the obligation to make the Rental Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair (the proceeds of any insurance recovery will be applied to the cost of such repair). If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee, at the option of Lessor, will (a) replace the same with like equipment in good repair; or (b) on the next Rental Payment date pay to Lessor (i) all amounts owed by Lessee under this Lease, including the Rental Payment due on such date, and (ii) an amount not less than the balance of the Rental Payments then remaining unpaid hereunder. In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Rental Payment and the balance of the Rental Payments then remaining unpaid hereunder, as applicable, to be made by Lessee with respect to the Equipment which has suffered the event of loss.
- 17. INSURANCE:** Lessee will, at its expense, maintain at all times during the Lease Term (a) fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as will be satisfactory to Lessor. In no event will the insurance limits be less than the greater of (i) an amount equal to the balance of the Rental Payments then remaining for the Lease Term or (ii) any minimum required by any co-insurance provisions of such insurance, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor, and (c) workers' compensation coverage as required by the laws of the state in which Lessee is located. Each insurance policy required by clause (b) of the preceding sentence will name Lessee as an insured and Lessor or its assigns as an additional insured and loss payee, as appropriate, and each insurance policy required by the preceding sentence will contain a clause requiring the insurer to give Lessor or its Assignee at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its assigns, as their interest may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice hereof and make available to Lessor all information and documentation relating thereto. Notwithstanding the foregoing, with Lessor's prior written consent, Lessee may self-insure against any and all risks for which insurance is required.
- 18. INDEMNIFICATION:** To the extent permitted by law, and solely from legally available funds, Lessee agrees to indemnify Lessor against, and hold Lessor, its Assignees, or any participants with such, harmless from, any and all claims, actions, proceedings, expenses, damages, liabilities or losses (including, but not limited to, attorneys' fees and court costs) arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, possession, use, operation or return and the recovery of claims under insurance policies thereon.
- 19. EVENTS OF DEFAULT:** The Term "Event of Default" as used in this Lease, means the occurrence of any one or more of the following events: (a) Lessee fails to make any Rental Payment (or any other payment) as it becomes due in accordance with the terms of this Lease, and any such failure continues for ten (10) days after the date thereof; (b) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder and such failure is not cured within ten (10) days after written notice thereof by Lessor; (c) the discovery by Lessor that any statement, representation or warranty made by Lessee in this Lease or in any document delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (d) Lessee becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or substantial part of its assets, a petition for relief is filed by Lessee under federal bankruptcy, insolvency or similar laws, or a petition in a proceeding under any bankruptcy, insolvency or similar laws, is filed against Lessee and is not dismissed within thirty (30) days thereafter; (e) Lessee suffers an adverse material change in its financial condition or operations from the date hereof and, as a result, Lessor deems itself insecure; or (f) Lessee is in default under any other agreement executed at any time with Lessor, its affiliates or Lessor's Assignee or under any other agreement or instrument by which it is bound.
- 20. REMEDIES:** Upon the occurrence of an Event of Default, Lessor may, at its option, exercise any one or more of the following remedies: (a) by written notice to Lessee, declare an amount equal to all amounts then due under this Lease and all remaining Rental Payments which will become due during the then current fiscal year of Lessee to be immediately due and payable, whereupon the same will become immediately due and payable; (together with interest on such amount at the lesser of one and one-half (1 ½ %) percent per month or the maximum permitted by law from the date on which Lessor has declared this Lease to be in default; (b) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly return the Equipment to Lessor in the manner set forth in Section 8 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same without liability to Lessor or its agents for such entry or for damage to property or otherwise; during normal business hours, (c) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for (i) all Rental Payments and other payments due to the effective date of such selling, leasing or subleasing, and (ii) for the difference between the purchase price, rental and other amounts paid by the purchaser, lessee or sublessee pursuant to such sale, lease or sublease and the remaining amounts payable by the Lessee through the end of the then current fiscal year of Lessee hereunder; and (d) exercise any other right, remedy or privilege which may be available to it under applicable law, including the right to (i) proceed by appropriate court action to enforce the terms of this Lease, (ii) recover damages for the breach of this Lease, and (iii) rescind this Lease as to any or all of the Equipment.

In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

- 21. EARLY PURCHASE OPTION:** Lessee may, upon sixty (60) days prior written notice to Lessor, and provided Lessee has fully paid and performed all other obligations hereunder and provided no Event of Default has occurred and is continuing, pay to Lessor the applicable amount set forth on Exhibit C attached hereto, whereupon title to the Equipment will become unconditionally vested in Lessee, and Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, where is, without warranty, express or implied, except that Lessor will warrant to Lessee that the Equipment is free and clear of any liens created by Lessor.
- 22. ASSIGNMENT:** Except as expressly provided herein, Lessee will not (a) assign, transfer, pledge, hypothecate or grant any security interest in, or otherwise dispose of, this Lease or the Equipment or any interest in this Lease or the Equipment or (b) sublet or lend the Equipment or permit the Equipment to be used by anyone other than Lessee or Lessee's employees unless Lessee obtains the prior written consent of Lessor and an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations satisfactory to Lessor that such action will not adversely affect the exclusion of the interest portions of the Rental Payments from gross income for federal income tax purposes.

Lessor, without the consent of Lessee, may assign all or any portion or portions of its right, title and interest in and to this Lease, the Equipment and any other documents executed with respect to this Lease, and/or grant or assign all or any portion or portions of its security interest in this Lease and the Equipment, in whole or in part to various assignees, their agents or trustees (each and any one hereinafter referred to as an "Assignee"). Any such assignment to an Assignee may provide that the Lessor or the Assignee will act as a collection and paying agent for owners of certificates of participation in this Lease, or may provide that a third-party trustee or agent will act as collection and paying agent for any Assignee, provided that any such trustee or agent will maintain registration books as a register of all persons who are owners of certificates of participation or other interest in Rental Payments and Lessee receives written notification of the name and address of the trustee or agent and a copy of the pooling and fractionalization agency or trustee agreement, if any. Any such Assignee will have all of the assigned rights of Lessor under this Lease. Subject to the foregoing, this Lease will inure to the benefit of and will be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. Any assignment or reassignment of any of Lessor's right, title or interest in this Lease or the Equipment will be effective upon receipt by Lessee of a duplicate original of the counterpart document by which the assignment or reassignment is made, disclosing the name and address of each such Assignee and, where applicable, to whom further payments hereunder should be made. During the Lease Term, Lessee covenants that it will keep a complete and accurate record of all assignments in form necessary to comply with Section 149(a) of the Code and the regulations, proposed or existing, from time to time promulgated thereunder. Lessee agrees to acknowledge in writing any assignments if so required.

Lessee agrees that, upon notice of assignment, if so instructed it will pay directly to the Assignee, or its Trustee or Agent without abatement, deduction or setoff all amounts which become due hereunder. Lessee further agrees that it will not assert against any Assignee, Trustee or Agent any defense, claim, counterclaim or setoff on account of any reason whatsoever with respect to any Rental Payments or other amounts due hereunder or with respect to any action brought to obtain possession of the Equipment pursuant to this Lease.

- 23. FINANCIAL STATEMENTS:** Each year during the term of this Lease, Lessee hereby agrees to deliver to Lessor a copy of: (i) annual audited financial statements within one hundred twenty (120) days of Lessee's fiscal year-end; and (ii) within a reasonable period of time, any other financial information Lessor requests from time to time.
- 24. NATURE OF AGREEMENT:** Lessor and Lessee agree that upon the due and punctual payment and performance of the installments of Rental Payments and other amounts and obligations under this Lease, title to the Equipment will vest permanently in Lessee as provided in this Lease, free and clear of any interest, lien or security of Lessor therein.
- 25. AMENDMENTS:** This Lease may be amended or any of its terms modified for the purpose of adding Equipment, with the written consent of the parties hereto. In such event, additions to or additional exhibits attached hereto will be executed by Lessee. All other amendments or modifications of the terms of this Lease (except for the addition or serial numbers for the Equipment as set forth in the Acceptance Certificate) must be accomplished by written consent of Lessee and Lessor, or its Assignee, if any; provided, however, that no amendment of this Lease will operate to reduce or delay any Rental Payments to be made hereunder without the consent of Lessor, or its Assignee, at the time of such amendment.
- 26. NOTICES:** All notices to be given under this Lease must be made in writing and mailed by certified mail to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice will be deemed to have been received five (5) days subsequent to mailing.
- 27. SECTION HEADINGS:** All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.
- 28. GOVERNING LAW:** This Lease will be governed by the provisions hereof and by the laws of the State of Kansas.

29. FURTHER ASSURANCES: Lessee will deliver to Lessor (i) an opinion of counsel in substantially the form of Exhibit D attached hereto, and (ii) if applicable, a certificate of a duly authorized official as to designation as a qualified tax-exempt obligation. Moreover, Lessee will execute or provide, as requested by Lessor, any documents and information that are reasonably necessary with respect to the transaction contemplated by this Lease.

30. ENTIRE AGREEMENT: This Lease, together with the exhibits attached hereto and made a part hereof and other attachments hereto and other documents or instruments executed by Lessee and Lessor in connection herewith, constitute the entire agreement between the parties with respect to the lease of the Equipment, and this Lease will not be modified, amended, altered or changed except with the written consent of Lessee or Lessor.

31. SEVERABILITY: Any provision of this Lease found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Lease.

32. WAIVER: The waiver by Lessor of any breach by Lessee of any term, covenant or condition, hereof will not operate as a waiver of any subsequent breach hereof.

33. CERTIFICATION AS TO ARBITRAGE: Lessee hereby represents as follows:

(a) The estimated total costs of the Equipment will not be less than the total principal amount of the Rental Payments.

(b) The Equipment has been ordered or is expected to be ordered within six months of the effective date of this Lease, and the Equipment is expected to be delivered and installed, and the Vendor fully paid, within one (1) year of the effective date of this Lease.

(c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments, or (ii) that may be used solely to prevent a default in the payment of Rental Payments.

(d) The Equipment has not been, and is not expected to be, sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the final Rental Payment.

(e) To the best of Lessee's knowledge, information and belief, the above expectations are reasonable.

34. ELECTRONIC TRANSACTIONS. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT, ARE NOT ENFORCEABLE. TO PROTECT YOU (LESSEE(S) AND US (LESSOR) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

BY SIGNING BELOW, YOU AND WE AGREE THAT THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN US.

LESSOR: Clayton Holdings, LLC

LESSEE:

DATE:

DATE:

BY: (PRINTED NAME AND TITLE)

BY: (PRINTED NAME AND TITLE)

Authorized Signature and Title:

Authorized Signature and Title:

EXHIBIT A TO
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT
Lease No. _____

Description of Equipment

DESCRIPTION OF LEASED EQUIPMENT (Make. Kind. Model Number. Serial Number, Any other pertinent identification)

TOTAL

\$

Location of Equipment

Street Address:

City:

County:

State:

Zip Code:

Lessee hereby certifies that the description of the property set forth above constitutes an accurate account of the Equipment as referred to in the Lease.

LESSEE:

BY: (AUTHORIZED SIGNATURE) | (PRINTED NAME & TITLE)

X

DATE:

EXHIBIT B TO
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT
Lease No. _____

DELIVERY AND ACCEPTANCE CERTIFICATE

TO: Clayton Holdings, LLC

Reference is made to the State and Municipal Lease/Purchase Agreement between the undersigned _____ ("Lessee"), and Clayton Holdings, LLC ("Lessor"), dated _____ ("Lease") and to the Equipment as such term is defined therein. In connection therewith we are pleased to confirm to you the following:

1. All of the Equipment has been delivered to and received by the undersigned; all installation or other work necessary prior to the use thereof has been completed; said Equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and said Equipment has been accepted by the undersigned and complies with all terms of the Lease. Consequently, you are hereby authorized to pay for the Equipment in accordance with the terms of any purchase orders for the same.
2. In the future, in the event the Equipment fails to perform as expected or represented we will continue to honor the Lease in all respects and continue to make our rental and other payments thereunder in the normal course of business and we will look solely to the vendor, distributor or manufacturer for recourse.
3. We acknowledge that Lessor is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment
4. The serial number for each item of Equipment which is set forth on Exhibit A to the Lease is correct.

This certificate will not be considered to alter, construe, or amend the terms of the Lease.

LESSEE:

WITNESS:

BY: (AUTHORIZED SIGNATURE)

/ (PRINTED NAME & TITLE)

X

DATE:

Federal Tax ID #:

EXHIBIT C

Lessee:

Lessor:

Lease Number:

Lease Term in Months:

Rental Periods:

First Payment Date:

Capital Cost of

Equipment:

Rental Payment Date	Payment Amount	Amount Credited to Interest	Amount Credited to Capital Cost	*Outstanding Principal Balance
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
	\$ -	\$ -	\$ -	

In the event Lessee desires to prepay this lease, they may do so in whole, but not in part at a premium of the then current outstanding principal balance, calculated as follows: 3% in year (1), 2% in year (2), and 1% in each year thereafter until maturity. There is no prepayment penalty if Lessee is using internally generated funds for prepayment.

Interest, if any, accruing from the Start Date to the actual date of funding shall be retained by Lessor as additional consideration for entering into this Lease Purchase Agreement.

LESSEE: _____

SIGNED BY: _____

TITLE: _____

EXHIBIT D TO
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT
Lease No. _____

OPINION OF COUNSEL
(To be on Letterhead of Lessee's Counsel)
[Date]

Re: State and Municipal Lease/Purchase Agreement No. _____, dated _____, 20__ (the "Lease"),
between Clayton Holdings, LLC ("Lessor") and _____ ("Lessee")

Ladies and Gentlemen:

As legal counsel to Lessee, I have examined (a) the Lease, which, among other things, provides for the sale to and purchase by the Lessee of the Equipment, (b) an executed counterpart of the ordinance or resolution of Lessee which, among other things, authorizes Lessee to execute the Lease and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions.

Based on the foregoing, I am of the following opinions:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power.
2. Lessee has the requisite power and authority to purchase the Equipment and to execute and deliver the Lease and to perform its obligations under the Lease.
3. The Lease and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of Lessee, and the Lease is a valid and binding obligation of Lessee enforceable in accordance with its terms.
4. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state and federal laws.
5. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Lease or the security interest of Lessor or its assigns, as the case may be, in the Equipment.

Furthermore, I confirm that the name of the Lessee as stated in the Lease, as _____ is the exact legal name of the Lessee for all purposes contemplated herein.

All capitalized terms herein shall have the same meanings as in the Lease. Lessor, its successors and assigns and any counsel rendering an opinion on the tax-exempt status of the interest components of Rental Payments are entitled to rely on this opinion.

Very truly yours,

EXHIBIT E TO
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT
Lease No. _____

I, _____, do hereby certify that I am the duly elected, or appointed and acting Secretary/Clerk of the _____ an agency duly organized and existing under the laws of the State of _____ (the "Lessee"), and that the following motions have been presented to and affirmed by positive vote, by the _____ at a meeting duly and regularly held and convened in accordance with applicable law on the _____ day of _____, 20____.

WHEREAS, the Lessee is entering a State and Municipal Lease/Purchase Agreement ("Lease") dated _____ 20____, with Clayton Holdings, LLC;

WHEREAS, Lessee has carefully reviewed its financing requirements for the current calendar year and reasonably expects that it will not issue more than ten million dollars (\$10,000,000) of tax-exempt obligations during the calendar year;

NOW, THEREFORE, be it RESOLVED, that the Lessee be, and hereby is, authorized to enter into the Lease with Clayton Holdings, LLC for a period of _____ months, and be it further

RESOLVED, that the following officials of the Lessee be, and hereby are, authorized, empowered and directed to sign on its behalf the Lease and any addenda, schedules, notes, UCC financing statements or other instruments issued under the provision of the Lease and any other instrument or document which may be necessary or expedient in connection with agreement upon or fulfillment of the provisions of the Lease.

<u>Title</u>	<u>Printed Name</u>	<u>Signature</u>
_____	_____	_____
_____	_____	_____

RESOLVED, that pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, this Lease be and hereby is designated a "qualified tax-exempt obligation" includable within the ten million dollars (\$10,000,000) of the aggregate issues designated as "qualified tax-exempt obligations" for the calendar year within which this Lease is entered into.

RESOLVED, that Lessee shall not designate more than ten million dollars (\$10,000,000) of tax-exempt obligations during the current calendar year as qualified tax-exempt obligations and Lessee, together with its subordinate entities, does not reasonably expect to issue more than ten million dollars (\$10,000,000) of tax-exempt obligations during the current calendar year.

IN WITNESS WHEREOF, I have duly executed this certificate and affixed the seal hereto this day _____ of _____, 20____.

LESSEE:

BY:

X

TAX ID NUMBER: _____

STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT

Lease No. _____

ESSENTIAL USE/SOURCE OF FUNDS LETTER

[Date]

Clayton Holdings, LLC
8000 Forsyth Boulevard
St. Louis, Missouri 63105

Re: State and Municipal Lease/Purchase Agreement No. _____, dated _____, 20__ (the "Lease"), between Clayton Holdings, LLC ("Lessor") and _____ ("Lessee")

Ladies and Gentlemen:

This confirms and affirms that the Equipment described in the Lease is essential to the function of the undersigned or to the service we provide to our citizens.

Further, we have an immediate need for, and expect to make immediate use of, substantially all such Equipment, which need is not temporary or expected to diminish in the foreseeable future. Such Equipment will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. Specifically, such Equipment was selected by us to be used as follows: _____

The estimated useful life of such Equipment based upon manufacturer's representations and our projected needs is _____ years.

Our source of funds for payments of the Rental Payments due under the Lease for the current fiscal year is _____.

We currently expect and anticipate adequate funds to be available for all future payments of rent due after the current fiscal year for the following reasons:

Very truly yours,

LESSEE:

WITNESS:

BY: (AUTHORIZED SIGNATURE)

| (PRINTED NAME & TITLE)

X

DATE:

Proof of Insurance

Insurance Agent Name: _____
Agency Name: _____
Address: _____
Phone Number: _____
E-Mail: _____

Ladies and Gentlemen:

Please add Clayton Holdings, LLC, as both sole loss payee under property insurance covering the equipment listed on attached Exhibit A and additional insured under the general liability insurance policy. The minimum liability coverage is \$1,000,000.00. Please mail or fax an insurance certificate to:

Clayton Holdings, LLC
P.O. Box 11309
St. Louis, MO 63105
Fax # 314-746-3744

Please note that the Bank requires 30 day written notice of cancellation of the policy covering leased equipment.

Lessee:

By: _____

Title: _____

Date: _____



ACH Payment Authorization Form

Lease No. / Loan No: _____

Lessee / Borrower: _____

I authorize Commerce Bank ("Commerce") to initiate debit entries and to initiate, if necessary, credit entries and adjustments for any debit entries in error on behalf of CBI Equipment Finance, Clayton Holdings or Commerce Bank as lender or lessor in the amount shown, and from the checking or savings account with the depository institution ("Bank") named below, on the payment due date.

Bank Name: _____

Address: _____

ABA Routing No.: _____

Account No.: _____ (X) Checking () Savings

This is a (X) New or () Updated authorization form.

Monthly Debit Amount(s): \$ _____

Begin Auto Debit with Invoice Date Due: _____

The final or balloon payment, if different from the monthly payment, will not be auto debited.

I understand that this authorization will remain in full force and effect until I notify COMMERCE BANK at the address or phone number below that I wish to revoke this authorization. I understand that COMMERCE BANK requires at least 5 days prior notice in order to process any such cancellation.

X _____ X _____

Borrower / Lessee Signature

Date

Note that there is NO charge for this service.

Also, your "Bank" need not be Commerce Bank to benefit from this feature. Any bank account can be auto debited. To commence service please return this form with your document package or **send this signed form and a voided check (unless COMMERCE BANK is already currently debiting this same account for another lease schedule) to:**

COMMERCE BANK
P.O. Box 11309
Clayton, MO 63105 or
LeasingACH@Commercebank.com

To discontinue or amend service, please email the request to the address above or call COMMERCE BANK at 314.746.3726.

DISBURSEMENT AUTHORIZATION

To: Clayton Holdings, LLC

RE: Lease Number:

Date:

Gentlemen:

Please disburse the proceeds of the above lease as follows:

[DISBURSEMENT OF PROCEEDS HERE]

TOTAL DISBURSURSEMENT: \$

Sincerely,

[LESSEE'S NAME HERE]
LESSEE

By: _____

KANSAS ADDENDUM TO STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT

Master Lease #

This Addendum to the State & Municipal Lease/Purchase Agreement dated _____, 20__ (the "Lease, between **Clayton Holdings, LLC**, as Lessor, and as Lessee, is hereby Incorporated In and made a part of the Lease.

The capitalized terms used in this Addendum shall have the meanings given to them In the Lease.

Notwithstanding any other provision of the Lease, Lessee shall only be obligated under the Lease to pay Rental Payments and other payments under the Lease from funds budgeted and appropriated for that purpose during Lessee's then current budget year or, where appropriate, Insurance proceeds (including self- insurance reserves if self-insurance is in effect).

The Lessee acknowledges as follows:

(a) The capital cost that would be required to purchase the Equipment if paid for by cash would be \$_____

(b) The annual average effective Interest cost of the Lease is _____% per annum.

(c) No amount is included in Rental Payments (assuming continuation of the Lease through the maximum term of the Lease) for service, maintenance, insurance and other charges exclusive of capital cost and Interest cost

Dated: _____, 20__

Lessor: **Clayton Holdings, LLC**

By: _____

Printed Name: _____

Lessee:

By: _____

Printed Name: _____

ESCROW AGREEMENT

This Escrow Agreement (the "Escrow Agreement"), dated as of _____, 20__, and entered into among **CLAYTON HOLDINGS, LLC**, a Missouri banking corporation (together with its successors and assigns, "Lessor"), _____ a municipal corporation and political subdivision existing under the laws of Kansas ("Lessee"), and **THE COMMERCE TRUST COMPANY**, a Missouri banking corporation, as escrow agent (together with its successors and assigns, the "Escrow Agent").

Name of Acquisition Fund: " _____ "

Amount of Deposit into the Acquisition Fund: \$ _____

TERMS AND CONDITIONS

1. This Escrow Agreement relates to and is hereby made a part of the State and Municipal Lease/Purchase Agreement dated as of _____, 20__, (the "Lease"), between Lessor and Lessee.

2. Except as otherwise defined herein, all terms defined in the Lease shall have the same meaning for the purposes of this Escrow Agreement as in the Lease.

3. Lessor, Lessee and the Escrow Agent agree that the Escrow Agent will act as sole Escrow Agent under the Lease and this Escrow Agreement, in accordance with the terms and conditions set forth in this Escrow Agreement. The Escrow Agent shall not be deemed to be a party to the Lease, and this Escrow Agreement shall be deemed to constitute the entire agreement between Lessor and Lessee and the Escrow Agent.

4. There is hereby established in the custody of the Escrow Agent a special trust fund designated as set forth above (the "Acquisition Fund") to be held and administered by the Escrow Agent in trust for the benefit of Lessor and Lessee in accordance with this Escrow Agreement.

5. Lessor shall deposit in the Acquisition Fund the amount specified above. Moneys held by the Escrow Agent hereunder shall be invested and reinvested by the Escrow Agent upon written order of an authorized Lessee representative, in accordance with the Arbitrage Instructions attached as **Exhibit A**, in Qualified Investments (as defined below) maturing or subject to redemption at the option of the holder thereof prior to the date on which it is expected that such funds will be needed. If an Authorized Lessee Representative fails to timely direct the investment of any moneys held hereunder, the Escrow Agent shall invest and reinvest such moneys in Qualified Investments described in 6(vi) below. Such investments shall be held by the Escrow Agent in the Acquisition Fund; any interest and gain earned on such investments shall be deposited in the Acquisition Fund, and any losses on such investments shall be charged to the Acquisition Fund. The Escrow Agent may act as purchaser or agent in the making or disposing of any investment. Qualified Investments described in 6(vi) below will be subject to an annualized sweep fee charged monthly to the earnings on monies invested.

6. "Qualified Investments" means, to the extent the same are at the time legal for investment of the funds being invested: (i) direct general obligations of the United States of America; (ii) obligations the timely payment of principal of and interest on which is fully and unconditionally guaranteed by the United States of America; (iii) general obligations of the agencies and instrumentalities of the United

States of America acceptable to Lessor; (iv) certificates of deposit, time deposits or demand deposits with any bank or savings institution including the Escrow Agent or any affiliate thereof, provided that such certificates of deposit, time deposits or demand deposits, if not insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, are fully secured by obligations described in (i), (ii) or (iii) above; or (v) repurchase agreements with any state or national bank or trust company, including the Escrow Agent or any affiliate thereof, that are secured by obligations of the type described in (i), (ii) or (iii) above, provided that such collateral is free and clear of claims of third parties and that the Escrow Agent or a third party acting solely as agent for the Escrow Agent has possession of such collateral and a perfected first security interest in such collateral; or (vi) money market mutual funds that are invested in securities described in (i), (ii) or (iii) and that are rated "Aaa" by Moody's Investors Service or "AAAm-G" by Standard & Poor's Ratings Services or the comparable rating by Fitch IBCA, Inc.

7. Moneys in the Acquisition Fund shall be used to pay for the cost of acquisition of the Equipment listed in the Lease. Such payment shall be made from the Acquisition Fund upon presentation to the Escrow Agent of one or more properly executed Payment Request and Acceptance Certificates, a form of which is attached as **Exhibit B**, executed by Lessee and approved by Lessor, together with an invoice for the cost of the acquisition of said Equipment and a written approval by Lessor of the Vendor be paid. In making any disbursement pursuant to this **Section 7**, the Escrow Agent may conclusively rely as to the completeness and accuracy of all statements in such Payment Request and Acceptance Certificate, and the Escrow Agent shall not be required to make any inquiry, inspection or investigation in connection therewith. The approval of each Payment Request and Acceptance Certificate by the Lessor shall constitute unto the Escrow Agent an irrevocable determination by the Lessor that all conditions precedent to the payment of the amounts set forth therein have been completed.

8. The Acquisition Fund shall terminate upon the occurrence of the earlier of (a) the presentation of a proper Payment Request and Acceptance Certificate and the Final Acceptance Certificate, a form of which is attached as **Exhibit C**, properly executed by Lessee, or (b) the presentation of written notification by the Lessor, or, if the Lessor shall have assigned its interest under the Lease, then the assignees or subassignees of all of Lessor's interest under the Lease or an Agent on their behalf, that the Lease has been terminated pursuant to **Section 8** or **20** of the Lease. Upon termination as described in clause (a) of this paragraph, any amount remaining in the Acquisition Fund shall be used to prepay the principal portion of Rental Payments unless Lessor directs that payment of such amount be made in such other manner directed by Lessor that, in the opinion of nationally recognized counsel in the area of tax-exempt municipal obligations satisfactory to Lessor, will not adversely affect the exclusion of the interest components of Rental Payments from gross income for federal income tax purposes. If any such amount is used to prepay principal, the Rental Payment Schedule attached to the Lease shall be revised accordingly as specified by Lessor. Upon termination as described in clause (b) of this paragraph, any amount remaining in the Acquisition Fund shall immediately be paid to Lessor or to any assignees or subassignees of Lessor interest in this Lease.

9. The Escrow Agent may at any time resign by giving at least 30 days written notice to Lessee and Lessor, but such resignation shall not take effect until the appointment of a successor Escrow Agent. The substitution of another bank or trust company to act as Escrow Agent under this Escrow Agreement may occur by written agreement of Lessor and Lessee. In addition, the Escrow Agent may be removed at any time, with or without cause, by an instrument in writing executed by Lessor and Lessee. In the event of any resignation or removal of the Escrow Agent, a successor Escrow Agent shall be appointed by an instrument in writing executed by Lessor and Lessee. Such successor Escrow Agent shall indicate its acceptance of such appointment by an instrument in writing delivered to Lessor, Lessee

and the predecessor Escrow Agent. Thereupon such successor Escrow Agent shall, without any further act or deed, be fully vested with all the trusts, powers, rights, duties and obligations of the Escrow Agent under this Escrow Agreement and the predecessor Escrow Agent shall deliver all moneys and securities held by it under this Escrow Agreement to such successor Escrow Agent whereupon the duties and obligations of the predecessor Escrow Agent shall cease and terminate. If a successor Escrow Agent has not been so appointed with 90 days of such resignation or removal, the Escrow Agent may petition a court of competent jurisdiction to have a successor Escrow Agent appointed.

10. Any corporation or association into which the Escrow Agent may be merged or converted or with or into which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, shall be and become successor Escrow Agent hereunder and shall be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

11. The Escrow Agent incurs no responsibility to make any disbursements pursuant to the Escrow Agreement except from funds held in the Acquisition Fund. The Escrow Agent makes no representations or warranties as to the title to any Equipment listed in the Lease or as to the performance of any obligations of Lessor or Lessee.

12. The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of this Escrow Agreement other than its own execution thereof or any instrument deposited with it, nor as to the identity, authority or right of any person executing the same; and its duties hereunder shall be limited to those specifically provided herein.

13. Unless the Escrow Agent is guilty of negligence or willful misconduct with regard to its duties hereunder, Lessee, to the extent permitted by law, and Lessor jointly and severally hereby agree to indemnify the Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Escrow Agreement; and in connection therewith, to indemnify the Escrow Agent against any and all expenses, including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim.

14. The aggregate amount of the costs, fees, and expenses of the Escrow Agent in connection with the creation of the escrow described in and created by this Escrow Agreement and in carrying out any of the duties, terms or provisions of this Escrow Agreement is a one time fee in the amount of \$_____ to be paid by Lessee concurrently with the execution and delivery of this Escrow Agreement.

Notwithstanding the preceding paragraph, the Escrow Agent shall be entitled to reimbursement from Lessor of reasonable out-of-pocket, legal or extraordinary expenses incurred in carrying out the duties, terms or provisions of this Escrow Agreement. Claims for such reimbursement may be made to Lessor and in no event shall such reimbursement be made from funds held by the Escrow Agent pursuant to this Escrow Agreement. The Escrow Agent agrees that it will not assert any lien whatsoever on any of

the money or Qualified Investments on deposit in the Escrow Fund for the payment of fees and expenses for services rendered by the Escrow Agent under this Escrow Agreement or otherwise.

15. If Lessee, Lessor or the Escrow Agent shall be in disagreement about the interpretation of the Lease or this Escrow Agreement, or about the rights and obligations, or the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, but shall not be required to, file an appropriate civil action to resolve the disagreement. The Escrow Agent shall be indemnified by Lessor and Lessee, to the extent permitted by law, for all costs, including reasonable attorneys' fees and expenses, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under this Escrow Agreement until a final judgment in such action is received.

16. The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection for any action or non-action taken by the Escrow Agent in accordance with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of facts or errors of judgment, or for any acts or omissions of any kind unless caused by its negligence or willful misconduct.

17. This Escrow Agreement shall be governed by and construed in accordance with the laws of the state of Kansas.

18. In the event any provision of this Escrow Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

19. This Escrow Agreement may not be amended except by a written instrument executed by Lessor, Lessee and the Escrow Agent.

20. This Escrow Agreement may be executed in several counterparts, each of which so executed shall be an original.

IN WITNESS WHEREOF, Lessor, Lessee and the Escrow Agent have caused this Escrow Agreement to be executed by their duly authorized representatives.

CLAYTON HOLDINGS, LLC
LESSOR

By: _____
Title: _____

LESSEE

By: _____
Title: _____

THE COMMERCE TRUST COMPANY
ESCROW AGENT

By: _____
Title: _____

EXHIBIT A

ARBITRAGE INSTRUCTIONS

These Arbitrage Instructions provide procedures for complying with § 148 of the Internal Revenue Code of 1986, as amended (the “Code”), in order to preserve the exclusion from federal gross income of the interest portions of the Rental Payments under the Lease.

1. Temporary Period/Yield Restriction. Except as described in this paragraph, money in the Acquisition Fund must not be invested at a yield greater than the yield on the Lease. Proceeds of the Lease in the Acquisition Fund and investment earnings on such proceeds may be invested without yield restriction for three years after the Start Date of the Lease. If any unspent proceeds remain in the Acquisition Fund after three years, such amounts may continue to be invested without yield restriction so long as Lessee pays to the IRS all yield reduction payments under § 1.148-5(c) of the Treasury Regulations.

2. Opinion of Bond Counsel. These Arbitrage Instructions may be modified or amended in whole or in part upon receipt of an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations, satisfactory to Lessor, that such modifications and amendments will not adversely affect the exclusion of the interest components of Rental Payments from gross income for federal income tax purposes.

EXHIBIT B

FORM OF PAYMENT REQUEST AND ACCEPTANCE CERTIFICATE

To: The Commerce Trust Company, as Escrow Agent and Clayton Holdings, LLC, as Lessor
 8000 Forsyth Blvd., Suite 510
 St. Louis, Missouri 63105

Re: _____ Acquisition Fund established by the Escrow Agreement, dated
 as of _____, 20__ (the "Escrow Agreement") among Clayton Holdings, LLC, as
 lessor ("Lessor"), _____ ("Lessee") and The Commerce Trust Company,
 as Escrow Agent (the "Escrow Agent")

Ladies and Gentlemen:

The Escrow Agent is hereby requested to pay from the Acquisition Fund to the person or corporation designated below as Payee, the sum set forth below in payment of a portion or all of the cost of the acquisition of the equipment or the interest portions of Rental Payment(s) described below. The amount shown below is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition of the equipment or payment of the interest portions of Rental Payment(s) and has not formed the basis of any prior request for payment.

The equipment described below is part or all of the "Equipment" that is listed in State and Municipal Lease/Purchase Agreement dated as of _____, 20__ (the "Lease") described in the Escrow Agreement.

Equipment:

Payee: _____

Amount: \$

Lessee hereby certifies and represents to and agrees with Lessor and the Escrow Agent as follows:

- (1) The Equipment described above (a) has been delivered, installed and accepted on the date hereof, or (b) the amount requested is a down payment currently due on said Equipment.
- (2) If (1)(a) is applicable, Lessee has conducted such inspection and/or testing of said Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts said Equipment for all purposes.
- (3) If (1)(a) is applicable, Lessee is currently maintaining the insurance coverage required by **Section 17** of the Lease.

Lessee hereby certifies and represents to Lessor and the Escrow Agent that no event or condition that constitutes, or with notice or lapse of time or both would constitute, an Event of Default (as such term is defined in the Lease) exists at the date hereof.

Dated: _____, 20____.

LESSEE

By: _____
Title: _____

APPROVED:

CLAYTON HOLDINGS, LLC
LESSOR

By: _____
Title: _____

EXHIBIT C

FINAL ACCEPTANCE CERTIFICATE

[THIS CERTIFICATE IS TO BE EXECUTED ONLY WHEN ALL EQUIPMENT
HAS BEEN ACCEPTED]

The undersigned hereby certifies that the equipment described above, together with the equipment described in and accepted by Payment Request and Acceptance Certificates previously filed by Lessee with the Escrow Agent and Lessor pursuant to the Escrow Agreement, constitutes all of the Equipment subject to the Lease.

Dated: _____

LESSEE

By: _____
Title: _____

8038-G QUESTIONNAIRE

Name of Lessee: «Lessee Name»
 Address of Lessee: «Lessee Address», «Lessee City», «Lessee State» «Lessee Zip»
 Contact Person: «Lessee Contact»
 Telephone Number: «Lessee Phone»
 Email Address: «Lessee Email»
 Lessee's FEIN: «Tax ID»

GENERAL

In September 2011, the Internal Revenue Service ("IRS") updated Form 8038-G (the form used by Lessees to report the issuance of a tax-exempt obligation). The revised Form 8038-G asks specific questions about written procedures to: (1) monitor private use of assets financed with proceeds of a tax-exempt obligation and, as necessary, to take remedial actions to correct any violations of federal tax restrictions on the use of financed assets; and (2) monitor the yield on the investment of gross proceeds of tax-exempt obligations and, as necessary, make payments of arbitrage rebate earned to the United States. In addition, the revised Form 8038-G asks Lessees to report whether any proceeds will be used to reimburse the Lessee for an expenditure paid prior to issuance. This questionnaire is designed to obtain the information necessary to complete Form 8038-G for the Lease. Lessee will be required to review and approve the information entered prior to signing the 8038-G form.

At this time, the consequences of not having adopted written procedures to monitor private use of financed assets and yield on the investment of gross proceeds of tax-exempt obligations are unknown. If you have further questions, please consult your regular bond or legal counsel.

Part 1 – Written Tax Compliance Procedures

Note: *If either of these questions is not answered, we will assume the Lessee has not adopted the described procedures.*

1. Has the Lessee established written procedures to monitor compliance with federal tax restrictions for the term of the lease? The written procedures should identify a particular individual within Lessee's organization to monitor compliance with the federal tax requirements related to use of the financed assets and describe actions to be taken in the event failure to comply with federal tax restrictions is contemplated or discovered. **Yes** ____ **No** ____
2. Has the Lessee established written procedures to monitor the yield on the investment of proceeds of the Lease on deposit in an escrow account or similar fund prior to being spent and to ensure that any positive arbitrage rebate earned is paid to the United States? **Yes** ____ **No** ____

Part 2 – Reimbursement of Prior Expenditures

1. As of the funding date, were any of the proceeds of the Lease used to reimburse Lessee for expenditures paid to acquire the financed assets prior to the funding date of the Lease?
Yes ____ **No** ____

If yes, please attach a spreadsheet listing the expenditure(s) together with the date paid, vendor paid and purpose of the expenditure or other proof of the expenditure(s) containing this information (i.e. invoices, receipts, cancelled checks).

Items 2 and 3 need to be completed ONLY if the answer to item 1 above is YES.

2. Please attach a copy of Lessee's resolution of intent to finance the financed assets, which includes date of adoption.
3. What is the amount of proceeds of the Lease reimbursed to Lessee? \$ _____

BY: _____

NAME: _____ «Signer»

TITLE: _____ «Signer Title»

DATE: _____

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name		2 Issuer's employer identification number (EIN)	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)	
6 City, town, or post office, state, and ZIP code		7 Date of issue	
8 Name of issue		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.	
11 Education	11
12 Health and hospital	12
13 Transportation	13
14 Public safety	14
15 Environment (including sewage bonds)	15
16 Housing	16
17 Utilities	17
18 Other. Describe ►	18
19 If obligations are TANs or RANs, check only box 19a	► <input type="checkbox"/>
If obligations are BANs, check only box 19b	► <input type="checkbox"/>
20 If obligations are in the form of a lease or installment sale, check box	► <input type="checkbox"/>

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.				
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity
21		\$	\$	years
				%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)	
22 Proceeds used for accrued interest	22
23 Issue price of entire issue (enter amount from line 21, column (b))	23
24 Proceeds used for bond issuance costs (including underwriters' discount)	24
25 Proceeds used for credit enhancement	25
26 Proceeds allocated to reasonably required reserve or replacement fund	26
27 Proceeds used to currently refund prior issues	27
28 Proceeds used to advance refund prior issues	28
29 Total (add lines 24 through 28)	29
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.	
31 Enter the remaining weighted average maturity of the bonds to be currently refunded	► years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	► years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	►
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	

Part VI Miscellaneous

- | | | |
|------------|--|--|
| 35 | | |
| 36a | | |
| 37 | | |
- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)
- b** Enter the final maturity date of the GIC ▶ _____
- c** Enter the name of the GIC provider ▶ _____
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ☐ and enter the following information:
- b** Enter the date of the master pool obligation ▶ _____
- c** Enter the EIN of the issuer of the master pool obligation ▶ _____
- d** Enter the name of the issuer of the master pool obligation ▶ _____
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ☐
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ☐
- 41a** If the issuer has identified a hedge, check here ☐ and enter the following information:
- b** Name of hedge provider ▶ _____
- c** Type of hedge ▶ _____
- d** Term of hedge ▶ _____
- 42** If the issuer has superintegrated the hedge, check box ☐
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ☐
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ☐
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ☐ and enter the amount of reimbursement ▶ _____
- b** Enter the date the official intent was adopted ▶ _____

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ _____ Date _____ ▶ _____
Signature of issuer's authorized representative Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
Firm's name ▶ _____			Firm's EIN ▶ _____	
Firm's address ▶ _____			Phone no. _____	

2017 Jaycee Turf Financing
Bid Tab Sheet

- Total purchase price of \$222,942.49
- Minus down payment of \$70,000
- Quotes shall include these lease options:
 - 5 year lease / purchase
 - 5 annual payments starting May 1, 2018
 - 7 year lease / purchase

Company	5 Year Rate	5 Year Annual Payment	7 Year Rate	7 Year Annual Payment
Community National Bank & Trust	2.31	32,740.55	2.59	24,170.33
University Bank	2.49	32,509.11	2.78	24,014.63
Clayton Holdings, LLC Commerce Bank	2.27	32,317.62	2.47	23,752.54
PNC Equipment Finance	4.46	33,750.51	4.57	24,948.89
Arvest	3.18	33,082.70	3.25	24,425.85

INTEROFFICE MEMORANDUM

To: DARON HALL
CITY MANAGER

From: KIM VOGEL
DIRECTOR OF PARKS AND RECREATION

CC: TAMMY NAGEL
CITY CLERK

Date: SEPTEMBER 18, 2017

Subject: Agenda Item – October 24, 2017
Parks and Recreation Advisory Board Appointments

The Parks and Recreation Department is seeking two candidates on their advisory board to fill the unexpired terms of John Lair and Todd Loveland, who both moved to the Kansas City. Applications have been received from Steve Bacon, Mindy Baker, Jerime Carpenter, Brain O'Neill, Stephanie Risau, Corene Stroup and Daniel Warlop. Current board members include: Glenn Bliss, Doug VanBecelaere, and Jerry Waltrip.

The unexpired term of John Lair will end on December 31, 2018; and the unexpired term of Todd Loveland will end on December 31, 2019. Only one of the new candidates can reside outside of the City limits of Pittsburg.

In this regard would you place an item on the agenda for the City Commission meeting scheduled for Tuesday, October 24, 2017. Action necessary will be the appointment, and term length, of two individuals to the Parks and Recreation Advisory Board.

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



RECEIVED
AUG 07 2017
City of Pittsburg
Dept. of Finance

City of Pittsburg Parks & Recreation Advisory Board

APPLICATION FOR APPOINTMENT

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

Name: STEPHANIE RISTAU

Home Address: 2309 S JOPLIN #32, PITTSBURG, KS

Occupation: ONBOARDING ANALYST - NPC INTERNATIONAL

Business Address: 720 W 20TH PITTSBURG, KS

Home Telephone: 620-687-1145

Business Telephone: 620-231-3390 x1240

E-mail: Stephanie-Ristau@gmail.com

Are you a resident of Pittsburg? Y

If yes, how long have you lived in Pittsburg: 25 YEARS

Current occupation (within last 12 months)
ONBOARDING ANALYST - NPC INTERNATIONAL

Park, Program or Facility related interest in the last 12 months:

Previous committee/commission experience:

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

PLEASE SEE ATTACHED RESUME

Professional and/or community service activities:

I ENJOY DONATING TO THE SEK HUMANE SOCIETY
AND WALKING DOGS ON MY FREE WEEKENDS

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

I WOULD ENJOY SERVING BECAUSE I AM INTERESTED IN HELPING TO SERVE
MY COMMUNITY & OBTAIN HANDS-ON EXPERIENCE INTO THIS DEPT. I AM A VERY
OPEN MINDED, YOUNG ADULT WITH A WIDE RANGE OF INTERESTS. I AM NOT AFRAID
TO ASK THE IMPORTANT QUESTIONS INSTEAD OF JUST GIVING ADVICE.

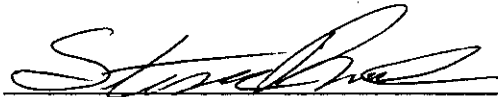
This board typically meets on the 2nd Thursday of the month at Noon in the PPRD office. If that does not work for you please fill out the following information:

Circle days of the week and times best fitting your schedule for meetings

Monday • Tuesday • Wednesday • Thursday • Friday

Prior to 8:00am • Between 8:00am & 10am • Between 10am & Noon •
Between Noon & 3pm • Between 3pm & 5pm

Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.



Signature of Applicant

8-8-17

Date

If you have any questions regarding the appointment procedure, please call the City Clerk at (620)230-5532.

Due Date: AUGUST 8, 2017

Please return the completed application to:

City of Pittsburg

Attn: City Clerk

PO Box 688, Pittsburg, KS 66762

Stephanie Ristau

2309 S Joplin • Pittsburg, KS 66762 • (620) 687-1145 • E-mail:stephanie.ristau@npcinternational.com

SUMMARY OF QUALIFICATIONS

Reliability	Organizational Skills
Communication Skills	Presentation Skills
Detail Oriented	Customer Service

EDUCATION

Pittsburg State University • Pittsburg, KS
Bachelor of Business Administration December 2014
Major: Management
Major: Marketing

Labette Community College • Parsons, KS
Associates of Science May 2012
Major: Business Administration

EXPERIENCE

NPC International Inc. • Pittsburg, KS
Onboarding Analyst Nov 2017-present

- Monitor and ensure all new hires/rehires records are updated successfully
- Work closely with HR Team on all onboarding system communication
- Work with Operations Team to follow up on all outstanding tax credit documentation/forms
- Provide office, clerical, and accounting support to assist with the efficient operation of the business department.

Utilities Specialist May 2016-Nov 2017

- Responsible for processing/coding all payments of all commercial utilities for 500+ stores while meeting tight deadlines
- Set Up/Cancel Utility accounts as directed
- Responsible for processing Pizza Hut corporate expenses as well as Wendy's Marketing expenses after obtaining appropriate approvals.
- Research invoice questions from vendors and field personnel

Lindburg Pharmacy • Pittsburg, KS
Clerk November 2014 – May 2016

- Log sales on cash register, process payments as well as bag prescriptions.
- Responsibility to file hard copy prescriptions and look over audits
- Execute rules and regulations related to operational, administrative and professional written procedures and policies of pharmacy services

ASSOCIATION

Pittsburg State Marketing Association- President
Duties include:
Oversees and coordinates all aspects of the organization
Official speaker for the organization
Schedules all club meetings/events
Inducted member of Sigma Alpha Pi, National Society of Leadership and Success



City of Pittsburg Parks & Recreation Advisory Board

APPLICATION FOR APPOINTMENT

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

Name: Mindy Ann Baker

Home Address: 201 W. Lincoln St. Frontenac, KS 66703

Occupation: New Vendor Analysis @ NPC

Business Address: 720 W. 20th St. Pittsburg, KS 66712

Home Telephone: 912-480-2480

Business Telephone: 620-231-3390 x 1140

E-mail: mindyannbaker@gmail.com

Are you a resident of Pittsburg? Not as of July 25th 2017

If yes, how long have you lived in Pittsburg: 1 was for 10+ years

Current occupation (within last 12 months)

NPC

Park, Program or Facility related interest in the last 12 months:

I was a part of the corp. challenge with NPC

& I have been trying to help gather funds for the New Skate Park.

Previous committee/commission experience:

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

I graduated with Texas Scholar from Naaman Forest in Garland, TX in 2006.

* Resume Attached. *

Professional and/or community service activities:

I helped with the United Way last year with NPC, many activities with church & school in the past & whenever things are available. I also volunteered @ the words diner.

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

I would love to be more involved to help the community. I have many ideas to get the community involved with each other & would love to see more options to do so with the family & neighbors & to meet more people.

This board typically meets on the 2nd Thursday of the month at Noon in the PPRD office. If that does not work for you please fill out the following information:

Circle days of the week and times best fitting your schedule for meetings

Monday Tuesday Wednesday Thursday Friday
Prior to 8:00am • Between 8:00am & 10am • Between 10am & Noon •
Between Noon & 3pm • Between 3pm & 5pm

OR AFTER 6pm.

Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.

Meinder Baker.
Signature of Applicant

08-06-17
Date

If you have any questions regarding the appointment procedure, please call the City Clerk at (620)230-5532.

Due Date: AUGUST 8, 2017

Please return the completed application to:

City of Pittsburg

Attn: City Clerk

PO Box 688, Pittsburg, KS 66762



City of Pittsburg Parks & Recreation Advisory Board

APPLICATION FOR APPOINTMENT

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

Name: Brian Dennis O'Neill

Home Address:
506 W 8th St, Pittsburg, KS 66762

Occupation:
Business Owner, Teacher

Business Address:
P.O. Box 1366, Pittsburg, KS 66762

Home Telephone: (620) 687-1243

Business Telephone: (620) 687-1243

E-mail: brianoneill63@gmail.com

Are you a resident of Pittsburg? X If yes, how long have you lived
in Pittsburg: 13 years

Current occupation (within last 12 months)
Business Owner, College Instructor, Substitute Teacher, Field Agent

Park or program related interest in the last 12 months:
Clean park structures and equipment, Little Balkan's Day, Golf Course,

Frisbee Golf, and other activities

Previous committee/commission experience:
Knights of Columbus - Finance and Service Committees

Various School Committees

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

See attached resume

Professional and/or community service activities:
KofC Tootsie Roll Drive Coordinator & The Lord's Diner Volunteer Coord.,

Free cleaning of public and non-profit structures, Kiwanis Flag Program

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

I want to volunteer my time, energy, and skills to expand on the wonderful programs/activities already in place and to help create others. I work great in a team setting and am able to look at issues from many perspectives.

This board typically meets on the 2nd Thursday of the month at Noon in the PPRD office. If that does not work for you please fill out the following information: The current meeting time works great for me!

Circle days of the week and times best fitting your schedule for meetings

Monday • Tuesday • Wednesday • Thursday • Friday

Prior to 8:00am • Between 8:00am & 10am • Between 10am & Noon •
Between Noon & 3pm • Between 3pm & 5pm

Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.

B. D. O'Neill

Signature of Applicant

10/13/2017

Date

If you have any questions regarding the appointment procedure, please call the City Clerk at (620)230-5532.

Due Date: October 17, 2017

Please return the completed application to:

City of Pittsburg

Attn: City Clerk

PO Box 688, Pittsburg, KS 66762

Brian Dennis O'Neill

506 W 8th St, Pittsburg, KS 66762

(620) 687-1243

brianoneill63@gmail.com



Education

Pittsburg State University, MS Degree, June 2003

Post-Secondary Technology Education

GPA 3.8

Pittsburg State University, BSE Degree, May 2002

Technology Education, 7-12 Grade

GPA 3.96, Summa Cum Laude

Independence Community College, AS Degree, May 2000

Secondary Education and Engineering Technology

GPA 4.0, Valedictorian

Fredonia High School, May 1998

GPA 3.95

Experience

Eagle Scout, Boy Scouts of America

POW! POW! WASH

Owner/Operator, February 2017 – Present

Residential & Commercial Pressure Washing Services

USD #247, USD #248, and USD #250

Substitute Teacher, December 2012 – May 2013, August 2017 – Present

Pittsburg State University, Pittsburg, KS

Adjunct Faculty, August 2015 – Present

GT-190 Introduction to Technological Systems

GOOD TIMES Photobooth by O'Neill

Owner/Operator, 2012 – Present

Knights of Columbus Field Agent

Insurance Agent, July 2015 – March 2017

Ettinger's Office Supply Company, Pittsburg, KS

Delivery Driver, June 2013 – June 2015

Greenbush SEK Service Center Challenge Ropes Course

Instructor, Summer 2011 and June 2012 – November 2012

Riverton High School, Riverton, KS

Technology Education Instructor, August 2007 – 2012

Intro to Communication, Yearbook, and CADD I/II/III/IV

Bonner Springs High School, Bonner Springs, KS

Technology Education Instructor, August 2003 – 2007 (Dept. Chair 2005-2007)

Intro to Tech, Introduction to Video Productions, Advanced Video Productions
(Yearbook and News Broadcast), and CADD I/II/III/IV

Architectural Collaboration, Independence, KS

Draftsman, May 1998 – August 2000

Activities

Pittsburg Area Young Professionals (PAYP), Pittsburg, KS
Member, 2017 – Present

Kiwanis, Pittsburg, KS
Member, 2016 – Present

Knights of Columbus (1998 – Present), Pittsburg, KS
The Lord's Diner Volunteer Coordinator (2017 – Present)
Tootsie Roll Drive Coordinator (2012 – Present) (Funds for those with Special Needs)

SKILLS (Technology Student Club), Riverton High School, Riverton, KS
Co-Sponsor, 2007 – 2010

Golf, Riverton High School, Riverton, KS
Head Coach, 2007 – 2012

FIRST Robotics, Bonner Springs High School, Bonner Springs, KS
Head Coach, 2005 – 2007
Rookie Year (2005 – 2006) 2nd Place (48 teams) Colorado Regional

Technology Student Association (TSA), Bonner Springs High School
Assistant Sponsor, 2005 – 2007

Baseball, Bonner Springs High School
Junior Varsity Head Coach, 2003 – 2007

Hobbies/Interests

Climbing, Rappelling, Hiking, Camping, Canoeing, Sailing, Archery, Drafting, Model Trains, Volunteering, and Traveling (Completed 48 State Capitol Road Trip with sister and brother in summer of 2007 & Backpacked Europe (eight countries) with wife in summer of 2012)

Eagle Scout with 4 Eagle Palms, Boy Scouts of America
50 Miler Pack and Paddle Award (8 times), Philmont Scout Ranch (Hike) (6 times),
Northern Tier in Canada (Canoe) (2 times)

OCT 17 2017

Pittsburg City Clerk

**City of Pittsburg Parks & Recreation Advisory Board****APPLICATION FOR APPOINTMENT**

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

Name: Jerime Carpenter

Home Address:

2105 S. Homer, Pittsburg, KS

Occupation:

Marketing and Graphics at Craw-Kan Telephone Cooperative

Business Address:

200 N. Ozark, Girard, KS

Home Telephone: 620-704-3502

Business Telephone: 620-724-8810 ext. 128

E-mail: jerime.carpenter@gmail.com

Are you a resident of Pittsburg? Yes If yes, how long have you lived in Pittsburg: 18 years

Current occupation (within last 12 months)

Marketing and Graphics at Craw-Kan Telephone Cooperative

Park or program related interest in the last 12 months:

Usually anything fitness related. Wilderness Park and the various 5K races.

Previous committee/commission experience:

I have served on several committees for the Pittsburg Noon Rotary Club -

Centennial Celebration, Gorilla Grind, and Pittsburg Rocktoberfest committees.

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

Resume attached.

Professional and/or community service activities:

Have helped organize and promote various 5K races - Give Thanks 5K,

Gorilla Grind, Everybody Plays 10K. Also on the Pittsburg Rocktoberfest committee.

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

I am particularly interested in PPRD's role in the community's health and fitness. From once being a certified trainer to riding bikes with my children,

health and fitness has always been an important part of my life. I feel like my desire to see my community succeed in these areas, along with my

marketing background and experience helping organize and promote similar events, could be an asset to the PPRD's board.


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Monday • Tuesday • Wednesday • Thursday • Friday

Prior to 8:00am • Between 8:00am & 10am • Between 10am & Noon •
Between Noon & 3pm • Between 3pm & 5pm

Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.

 10/17/2017
Signature of Applicant Date

If you have any questions regarding the appointment procedure, please call the City Clerk at (620)230-5532.

Due Date: October 17, 2017

Please return the completed application to:

City of Pittsburg

Attn: City Clerk

PO Box 688, Pittsburg, KS 66762

Jerime Carpenter

2105 S. Homer
Pittsburg, KS 66762
Mobile: (620) 704-3502
jerime.carpenter@gmail.com

EXPERIENCE

Craw-Kan Telephone Cooperative, Girard, KS — *Marketing*

November 2010 - PRESENT

Responsible for all marketing collateral and branding for company. Updating social media platforms and general web presence along with all analytics. Conceptualize and implement marketing strategies for all services. Maintain client websites and consulting on web projects. Organize and provide support for community television channel on company cable TV platform.

PSU, Pittsburg, KS — *Student Tech*

September 2009 - November 2010

Responsible for setting up and troubleshooting faculty computers and peripherals in addition to computer labs.

Millers Professional Imaging, Pittsburg, KS — *Printer/Finishing*

September 2001 - September 2009

Responsible for printing and finishing services for photographs. Required attention to detail in a fast-paced work environment.

EDUCATION

PSU, Pittsburg, KS — *Commercial Graphics (BST)*

September 2007 - December 2011

Maintained a 3.7 GPA overall and a 3.9 GPA in degree courses while working full time. Graduated with departmental academic honors.

A FEW RELEVANT PROJECTS

Pittsburg Noon Rotary Centennial Celebration

Logo development, video production and marketing collateral for 100 year celebration of the Pittsburg Noon Rotary Club.

Everybody Plays 10K

Development of logo, website and marketing collateral for the event. The event raised money for a universally accessible, multigenerational playground at Schlanger Park in Pittsburg, KS.

SKILLS

Adobe Creative Suite

Programming Languages: HTML, CSS, Javascript, jQuery, PHP

Wordpress

SEO & Web Analytics

CLUBS AND ORGANIZATIONS

Pittsburg Noon Rotary

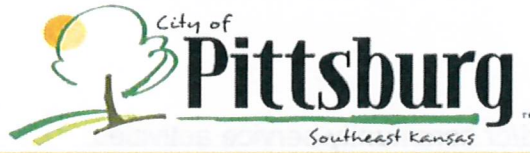
Pittsburg Area Young Professionals

Omicron Delta Kappa (OAK)

Gamma Epsilon Tau (GET)

USD 235 Arts AV Communications
Advisory Committee

USD 247 Arts AV Communications
Advisory Committee



City of Pittsburg Parks & Recreation Advisory Board

APPLICATION FOR APPOINTMENT

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

Name: Steven Bacon

Home Address: 3202 N. Free King Hwy Pittsburg, Ks. 66762

Occupation: Engineering Technician - Ks. Dept. of Transportation

Business Address: 1813 W. 4th Street. Pittsburg, Ks. 66762

Home Telephone: 620-230-0881 cell 620-404-9221

Business Telephone: N/A

E-mail: Steven.bacon@ks.gov

Are you a resident of Pittsburg? ☒ If yes, how long have you lived in Pittsburg: 11 years

Current occupation (within last 12 months)
See above

Park or program related interest in the last 12 months:
S. House widening

Previous committee/commission experience:
Stratford Missouri - Planning & Zoning Committee 7-years (chairman 6 1/2 yrs)

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

Professional and/or community service activities:

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

as well as working with other local communities for successful events.
Serve the community of Pittsburg, assist in suggestions as to protecting public during events.

* Preference is for the 2019 term

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Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.

Steven Bacon

Signature of Applicant

10-16-17

Date

If you have any questions regarding the appointment procedure, please call the City Clerk at (620)230-5532.

Due Date: October 17, 2017

Please return the completed application to:

City of Pittsburg

Attn: City Clerk

PO Box 688, Pittsburg, KS 66762



City of Pittsburg Parks & Recreation Advisory Board

APPLICATION FOR APPOINTMENT

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

Name: **Corene Stoup**

Home Address: **1301 South Catalpa**

Occupation: **Retired**

Business Address:

Home Telephone: **620-231-6619**

Business Telephone:

E-mail: **cstroup3@cox.net**

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

Current occupation (within last 12 months): **Homemaker and Caretaker**

Park or program related interest in the last 12 months: **I participate in aquacise classes and am a member of Pittsburg Beautiful.**

Previous committee/commission experience: **Former member of the Pittsburg Parks and Recreation Advisory Board, former member of the USD #250 Foundation, current member of Pittsburg Beautiful, volunteer.**

Education/Experience: A resume may be attached containing this and any other information what would be helpful in evaluating your application.
Masters Degree in Physical Education. I ran the Red Cross Program at the Pittsburg City Pool.

Professional and/or community service activities: **I volunteer at and donate to several organizations including Safe House, Wesley House and the Doggie Bag.**

Please explain your reasons for wishing to serve on this board and how you feel that you may contribute: **I have knowledge of the aquatic center. I was a member of the Pittsburg Parks and Recreation Advisory Board with the swimming pool was constructed. I am highly interested in the Parks and Recreation activities in Pittsburg.**

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Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.

Completed via phone

October 19, 2017

Signature of Applicant

Date

If you have any questions regarding the appointment procedure, please call the City Clerk at (620)230-5532.

Due Date: October 17, 2017

Please return the completed application to:

City of Pittsburg

Attn: City Clerk

PO Box 688, Pittsburg, KS 66762



City of Pittsburg Parks & Recreation Advisory Board

APPLICATION FOR APPOINTMENT

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

Name: Daniel Warlop

Home Address: 803 W. 9th St., Pitts, KS

Occupation: Construction Mgmt. / Music Instructor

Business Address: 420 W. Atkinson Rd., Pitts, KS

Home Telephone: 620. 249. 4836

Business Telephone: 620. 231. 0992

E-mail: danielwarlop@hotmail.com

Are you a resident of Pittsburg? yes If yes, how long have you lived in Pittsburg: 7+

Current occupation (within last 12 months)

Pool Division Manager @ Home Center Construction / Percussion Instructor @ Frantennac Schools and

Park or program related interest in the last 12 months:

All 5K events (firecracker, Balkans, Zombie, etc.) Jg Little

Balkans, Dog Swim, Father/Son and Mother/Daughter events

Independence Community College.

Previous committee/commission experience:

I have a great deal of experience working in teams to develop strategies and ideas for problem solving & improvement.

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

2009 : B.A. in Music + Business Mgmt. (PSU)

2012 : M.M. in Percussion Performance (PSU)

2004-Present : Construct experience that lends itself to many topics of concern for PRD ; planning, spatial organization, estimating, marketing, coordination, + construction / implementation.

Professional and/or community service activities:

Volunteered at schools (music), planned & worked for PTO

@ George Nettels Elem., volunteered & designed structures for PSU Native Reach, Organized Homes for Hounds program, perform regularly within the community

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

I am regularly involved in events/activities hosted by PPRD and see great things happening and the potential to not only continue this, but to improve upon it and make our community richer + more attractive.

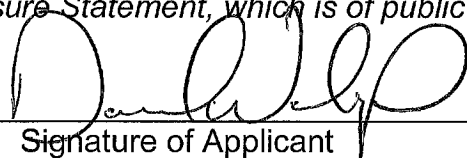
This board typically meets on the 2nd Thursday of the month at Noon in the PPRD office. If that does not work for you please fill out the following information:

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Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.

 10/18/17
Signature of Applicant Date

If you have any questions regarding the appointment procedure, please call the City Clerk at (620)230-5532.

Due Date: October 17, 2017

Please return the completed application to:

City of Pittsburg

Attn: City Clerk

PO Box 688, Pittsburg, KS 66762