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PROPOSED 2019 BUDGET - The City of Pittsburg advertised for a Public Hearing to be held on August 14th, 2018, at the City Commission Meeting, commencing at 5:30 p.m. in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, for the purpose of hearing and answering questions relating to the proposed 2019 Budget.	
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RESOLUTION NO. 1206 - Consider staff recommendation to adopt Resolution No. 1206, determining that the City is considering establishing a Rural Housing Incentive District within the City and adopting a plan for the development of housing and public facilities in such proposed district; establishing the date and time of a public hearing on such matter, and providing for the giving of notice of such public hearing (Silverback Landing Phase 1 Rural Housing Incentive District - P & L Development, LLC).	
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Memo - Craw-Kan Conditional Uses	130

CONDITIONAL USE PERMIT REQUEST - The Planning Commission/Board of Zoning Appeals, in its meeting of July 23, 2018, voted unanimously to recommend Governing Body approval of a request submitted by Jim Villamaria on behalf of CDL for a Conditional Use Permit for 12 months under the provisions of Article 30 of the Pittsburgh Zoning Ordinance to allow the construction of a parking lot for heavy trucks & equipment on the property located at 215 West 11th Street.

Memo - CDL Conditional Use. 131

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, August 14, 2018
5:30 PM

CALL TO ORDER BY THE MAYOR:

- a. Flag Salute Led by the Mayor
- b. Proclamation - Pittsburg Beautiful Day - Received by Jeff Wilbert
- c. Public Input

CONSENT AGENDA:

- a. Approval of the July 24, 2018, City Commission Meeting minutes.
- b. Approval of the Traffic Advisory Board request to place stops signs at 17th Street, 18th Street and 19th Street where they intersect Elm Street.
- c. Approval of Staff recommendation to grant an amended easement, as well as an additional 8,009 square feet (0.184 acres) of the existing easement that runs across the City's property at the Wastewater Treatment Plant, to Southern Star Pipeline, Inc. (Southern Star) to accommodate the construction of a pig receiver for the maintenance of their 12 inch FD pipeline, with Southern Star Pipeline, Inc. compensating the city in the amount of \$10,500.00, and authorize the Mayor to sign the appropriate documents on behalf of the City.
- d. Approval of Ordinance No. S-1053 levying a special assessment against lot or parcels of land on which a public nuisance was located to pay the cost of abating the nuisance, and authorize the Mayor to sign the Ordinance on behalf of the City.
- e. Approval of Ordinance No. S-1054 levying a special assessment against the lots or parcels of land on which refuse matter was located to pay the cost of making the premises safe and hygienic, and authorize the Mayor to sign the Ordinance on behalf of the City.
- f. Approval of Ordinance No. S-1055 levying a special assessment against the lots or parcels of land on which existed weeds or obnoxious vegetable growth to pay the cost of cutting or removing said growth, and authorize the Mayor to sign the Ordinance on behalf of the City.
- g. Approval of the Appropriation Ordinance for the period ending August 14, 2018 subject to the release of HUD expenditures when funds are received.

ROLL CALL VOTE.

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, August 14, 2018
5:30 PM

PUBLIC HEARING:

- a. PROPOSED 2019 BUDGET - The City of Pittsburg advertised for a Public Hearing to be held on August 14th, 2018, at the City Commission Meeting, commencing at 5:30 p.m. in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, for the purpose of hearing and answering questions relating to the proposed 2019 Budget. **Following the Public Hearing, approve or disapprove the 2019 Budget and, if approved, authorize the Mayor and City Commissioners to sign the State Budget Certificate Form on behalf of the City.**

SPECIAL PRESENTATIONS:

- a. ECONOMIC DEVELOPMENT QUARTERLY REPORT - Director of Economic Development Blake Benson and Pittsburg State University Chief Strategy Officer Shawn Naccarato will present the quarterly Economic Development Report. **Receive for file.**
- b. DEPARTMENT REPORT - FIRE DEPARTMENT - Fire Chief Mike Simons will provide an update on activities within his department. **Receive for file.**

CONSIDER THE FOLLOWING:

- a. RESOLUTION NO. 1206 - Consider staff recommendation to adopt Resolution No. 1206, determining that the City is considering establishing a Rural Housing Incentive District within the City and adopting a plan for the development of housing and public facilities in such proposed district; establishing the date and time of a public hearing on such matter, and providing for the giving of notice of such public hearing (Silverback Landing Phase 1 Rural Housing Incentive District - P & L Development, LLC). **Approve or disapprove staff recommendation and, if approved, authorize the Mayor to sign Resolution No. 1206 on behalf of the City.**
- b. FUNDING AGREEMENT - P & L DEVELOPMENT, LLC - Consider entering into a Funding Agreement with P & L Development, LLC, for the development of real property by constructing the first phase of the "Silverback Landing" residential development into approximately sixty single family houses and all related internal infrastructure improvements. **Approve or disapprove the Funding Agreement with P & L Development, LLC, and, if approved, authorize the Mayor to sign the agreement on behalf of the City.**

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, August 14, 2018
5:30 PM

- c. LOAN REQUEST - P & L DEVELOPMENT, LLC - Consider the recommendation of the Economic Development Advisory Committee (EDAC) to provide a loan to P & L Development, LLC, in the amount of \$450,000 to be repaid over a period of five years at an interest rate of 3%, with the funds to be utilized in relation to the construction of the Silverback Landing development. **Approve or disapprove recommendation and, if approved, authorize the Mayor to sign the necessary documents on behalf of the City.**

- d. CONDITIONAL USE PERMIT REQUEST - The Planning Commission/Board of Zoning Appeals, in its meeting of July 23, 2018, voted 6 to 1 to recommend Governing Body approval of a request submitted by Bob Guilfoyle on behalf of Craw-Kan Telephone Cooperative, Inc. for a Conditional Use Permit under the provisions of Article 30 of the Pittsburg Zoning Ordinance to allow a 192 square foot telecommunications building to be constructed on the property located at 501 West 3rd Street. **Approve or disapprove the recommendation. If the Governing Body is not in agreement with the recommendation as provided, the State Statutes stipulate the Governing Body, by a simple majority, may deny the request or send it back to the Planning Commission/Board of Zoning Appeals for further consideration.**

- e. CONDITIONAL USE PERMIT REQUEST - The Planning Commission/Board of Zoning Appeals, in its meeting of July 23, 2018, voted unanimously to recommend Governing Body approval of a request submitted by Jim Villamaria on behalf of CDL for a Conditional Use Permit for 12 months under the provisions of Article 30 of the Pittsburg Zoning Ordinance to allow the construction of a parking lot for heavy trucks & equipment on the property located at 215 West 11th Street. **Approve or disapprove the recommendation. If the Governing Body is not in agreement with the recommendation as provided, the State Statutes stipulate the Governing Body, by a simple majority, may deny the request or send it back to the Planning Commission/Board of Zoning Appeals for further consideration.**

NON-AGENDA REPORTS & REQUESTS:

ADJOURNMENT

Office of the Mayor
CITY OF PITTSBURG, KANSAS

Proclamation

Whereas: Pittsburg Beautiful was established in 1998; and

Whereas: For the past twenty years, members of this volunteer group have worked tirelessly to enhance the city's appearance by planting flowers, bushes and other greenery, cleaning areas of the city, encouraging citizens to refrain from littering, and rewarding citizens who have made improvements to their properties; and

Whereas: Pittsburg Beautiful members have participated in numerous projects, such as placing welcome signs at the entrances to the city, planting flowers in the downtown urns and hanging baskets, beautifying the RV and bike parks, improving the fencing and planters at the Farmers Market pavilion, and planting and maintaining several public areas located throughout our city; and

Whereas: The City of Pittsburg appreciates the beautification initiatives sponsored by the members of Pittsburg Beautiful.

Now, Therefore, I, Jeremy Johnson, Mayor, of the City of Pittsburg, Kansas, do hereby proclaim August 14th, 2018, as

PITTSBURG BEAUTIFUL DAY

and congratulate the members of this valuable organization on twenty years of dedicated service to the City of Pittsburg.

Dated this 14th day of August, 2018.

ATTEST:

City Clerk

Mayor

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
July 24th, 2018

A Regular Session of the Board of Commissioners was held at 5:30 p.m. on Tuesday, July 24th, 2018, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with President of the Board Patrick O'Bryan presiding and the following members present: Sarah Chenoweth, Dawn McNay, and Chuck Munsell. Mayor Jeremy Johnson was absent.

President of the Board Patrick O'Bryan led the flag salute.

PUBLIC INPUT -

William Strenth, 1515 Hampton Road, expressed his concerns with the Silverback Landing and Pittsburg Highlands Developments.

Bruce Mullen, representing 5th Street Bar and Grill, voiced his concerns regarding the proposed Common Consumption Area Ordinance.

Keith Kloester, 1509 Bitner Place, asked about setback requirements and expressed concern regarding the developer of the Silverback Landing Project.

Attorney Mark Werner, 201 South Broadway, spoke on behalf of Angles Care Health, Dittman Insurance, SEK Interlocal, and Dr. Garner, regarding the proposed Block 22 Parking Plan that will have a significant negative impact on their businesses. Mr. Werner asked staff to include downtown businesses in all phases of a parking plan.

APPROVAL OF MINUTES – JULY 10th, 2018 – On motion of Munsell, seconded by Chenoweth, the Governing Body approved the July 10th, 2018, City Commission Meeting minutes as submitted. Motion carried. Absent: Johnson.

FAA GRANT AGREEMENT – On motion of Munsell, seconded by Chenoweth, the Governing Body authorized staff to enter into a grant agreement with the Federal Aviation Administration (FAA) for the sealcoating and remarking of Runway 4-22 and the northern end of Runway 17-35 and the relocation of existing and installation of new runway holding position signs, with the FAA's cost estimated at \$325,800.00 and the City's cost estimated at \$36,200.00 and authorized the Mayor to sign the agreement on behalf of the City. Motion carried. Absent: Johnson.

EMERGENCY SOLUTIONS GRANT ACCEPTANCE – On motion of Munsell, seconded by Chenoweth, the Governing Body authorized staff to accept an Emergency Solutions Grant (ESG) from the Kansas Housing Resources Corporation (KHRC) in the amount of \$166,019.00 to support homeless services within our community, for the grant period of July 1st, 2018 through June 30th, 2019, and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried. Absent: Johnson.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
July 24th, 2018

APPROPRIATION ORDINANCE – On motion of Munsell, seconded by Chenoweth, the Governing Body approved the Appropriation Ordinance for the period ending July 24th, 2018, subject to the release of HUD expenditures when funds are received with the following roll call vote: Yea: Chenoweth, McNay, Munsell, and O'Bryan. Motion carried. Absent: Johnson.

SPECIAL PRESENTATION - 2019 BUDGET – On motion of Chenoweth, seconded by O'Bryan, the Governing Body approved the 2019 City budget for adoption. Motion carried. Absent: Johnson.

BLOCK 22 PARKING PLAN – Commissioner Munsell made a motion to table consideration of the Block 22 Parking Plan to allow time to discuss the plan with business owners and Pittsburg State University. Motion died for lack of a second. Absent: Johnson.

BLOCK 22 PARKING PLAN – On motion of Chenoweth, seconded by McNay, the Governing Body approved the Block 22 Parking Plan as presented, with City staff to evaluate the parking situation and provide an update to the City Commission by October 1st, 2018. Motion carried with Munsell voting in opposition. Absent: Johnson.

RECESS - On motion of Chenoweth, seconded by McNay, the Governing Body recessed for five minutes. Motion carried. Absent: Johnson. The recess began at 7:06 p.m. The Governing Body reconvened into Regular Session at 7:16 p.m.

EXTERIOR WALL REMEDIATION – On motion of McNay, seconded by Chenoweth, the Governing Body authorized staff to assist property owner Bruce Mullen with the remediation (weatherization) of the newly-exposed exterior wall to his building located at 111 West 5th Street in the amount of \$9,300 (half of the project amount of \$18,600). Motion carried with Munsell voting in opposition. Absent: Johnson.

ORDINANCE NO. G-1282 – On motion of O'Bryan, seconded by Chenoweth, the Governing Body approved Ordinance No. G-1282, establishing a Common Consumption Area and authorizing the possession and consumption of alcoholic liquor within its boundaries and authorized the Mayor to sign the Ordinance on behalf of the City. Motion carried. Absent: Johnson.

Commissioner McNay requested that City staff provide bar owners with a copy of the new Ordinance.

NON-AGENDA REPORTS AND REQUESTS -

Commissioner Munsell requested that when his fellow Commissioners receive information regarding him, they confirm the information with him.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
July 24th, 2018

ADJOURNMENT: On motion of Chenoweth, seconded by McNay, the Governing Body adjourned the meeting at 7:42 p.m. Motion carried. Absent: Johnson.

Patrick J. O'Bryan, President of the Board

ATTEST:

Tammy Nagel, City Clerk

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: CAMERON ALDEN
Director of Public Works

DATE: August 7, 2018

SUBJECT: Agenda Item – August 14, 2018
Stop Sign Request

The City of Pittsburg has received a request from area residents to place stop signs at 17th Street, 18th Street and 19th Street where they intersect Elm Street. After reviewing the traffic patterns and accident data retrieved through the Police Department, the Traffic Advisory Board is recommending stop signs be placed on 17th, 18th, and 19th Streets where they intersect with Elm. Elm Street will be the through street at those intersections and 17th, 18th, and 19th would have the stop condition.

Would you please place this on the agenda for the City Commission meeting scheduled for Tuesday, August 14, 2018. Action necessary will be approval or disapproval of the Traffic Advisory Board recommendation and, if approved, authorize the City staff to erect the stop signs.

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

Cc: Tammy Nagel, City Clerk
Joe Beaman, Traffic & Communications Supervisor
Traffic Control Devices File
Memo File

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: CAMERON ALDEN
Director of Public Works

DATE: August 7, 2018

SUBJECT: Agenda Item – August 14, 2018
Easement for Southern Star Central Gas Pipeline, Inc.

Southern Star Central Gas Pipeline, Inc. (Southern Star) is replacing a 12" FD Pipeline that runs across the City's property at the Wastewater Treatment Plant in an existing easement. Southern Star is asking for an amended easement as well as an additional 8,009 square feet (0.184 acres) so they can construct a pig receiver for maintenance of their pipeline. Southern Star will pay \$7,500.00 for the amended easement and \$3,000.00 for the additional area. The total the City would receive would be \$10,500.00. After reviewing the request, Staff recommends its approval.

In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, August 14, 2018. Action being requested is the approval or disapproval of granting the requested easement to Southern Star and to authorize the Mayor to sign documents to execute the easement on behalf of the City.

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

Attachment: Grant of Easement
Drawing KCR-030
Southern Star offer letter.

Cc: Tammy Nagel, City Clerk
File

CRAWFORD COUNTY, KANSAS

PART OF SE/4 SEC 31 T30S-R25E

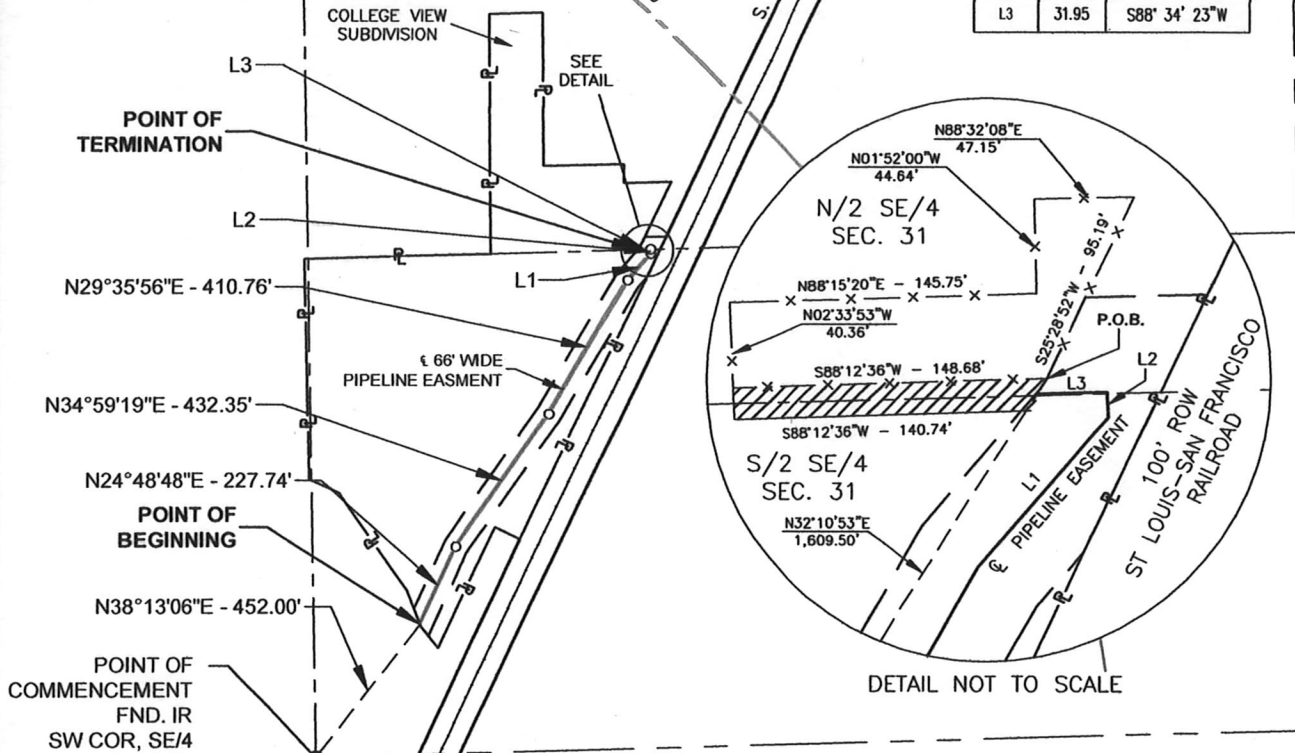
TOTAL LENGTH = 1207.58 FEET
73.19 RODS



CITY OF PITTSBURG
CRAWFORD CO. CASE 90 C209; DEED 125, BK.
432 & PG. 415; QUIT CLAIM DEED OCTOBER
30TH, 1951; & BK. 417 PG. 145

FND. 1/2 NAIL
NE COR, SE/4

Line Table		
Line #	Length	Direction
L1	92.90	N40° 31' 06"E
L2	11.88	N02° 42' 28"W
L3	31.95	S88° 34' 23"W



NOTES

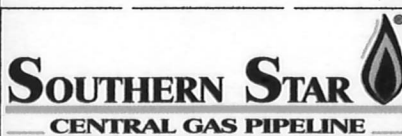
- THIS IS NOT A LAND SURVEY PLAT NOR AN IMPROVEMENT SURVEY PLAT AND MUST NOT BE RELIED UPON TO ESTABLISH ANY LAND BOUNDARY, OTHER EASEMENTS, FENCES, BUILDINGS OR FUTURE IMPROVEMENTS. BASED ON FOUND MONUMENTATION, OCCUPATION LINES AND THE LATEST DOCUMENTATION AVAILABLE TO TRC PIPELINE SERVICES, LLC.
- THIS EXHIBIT IS INTENDED AS REFERENCE FOR THE GRANT OF AN EASEMENT ONLY AND MUST NOT BE USED TO ESTABLISH, TRANSFER OR DISPUTE BOUNDARIES.
- THIS EXHIBIT WAS PREPARED FOR THE EXCLUSIVE USE OF SOUTHERN STAR CENTRAL GAS PIPELINES. THE SURVEYOR'S STATEMENT DOES NOT EXTEND TO ANY UNNAMED PARTY WITHOUT THE EXPRESS RE-STATEMENT BY THE SURVEYOR.
- SEE ATTACHMENT FOR LEGAL DESCRIPTION OF PIPELINE EASEMENT.

LEGEND

- I.R. IRON ROD / REBAR
- FND. FOUND
- N.T.S. NOT TO SCALE
- BROKEN LINE NOT SCALABLE
- PROPERTY LINE
- PERMANENT EASEMENT
- EASEMENT CENTERLINE
- ADDITIONAL TEMP. WORKSPACE (A.T.W.S.)
- EXISTING PIPELINE

250 0 250 500

SCALE IN FEET



10" LINE FD
CITY OF PITTSBURG
PIPELINE EASEMENT
PART OF SE/4 SEC 31 T30S-R25E, CRAWFORD COUNTY, KANSAS

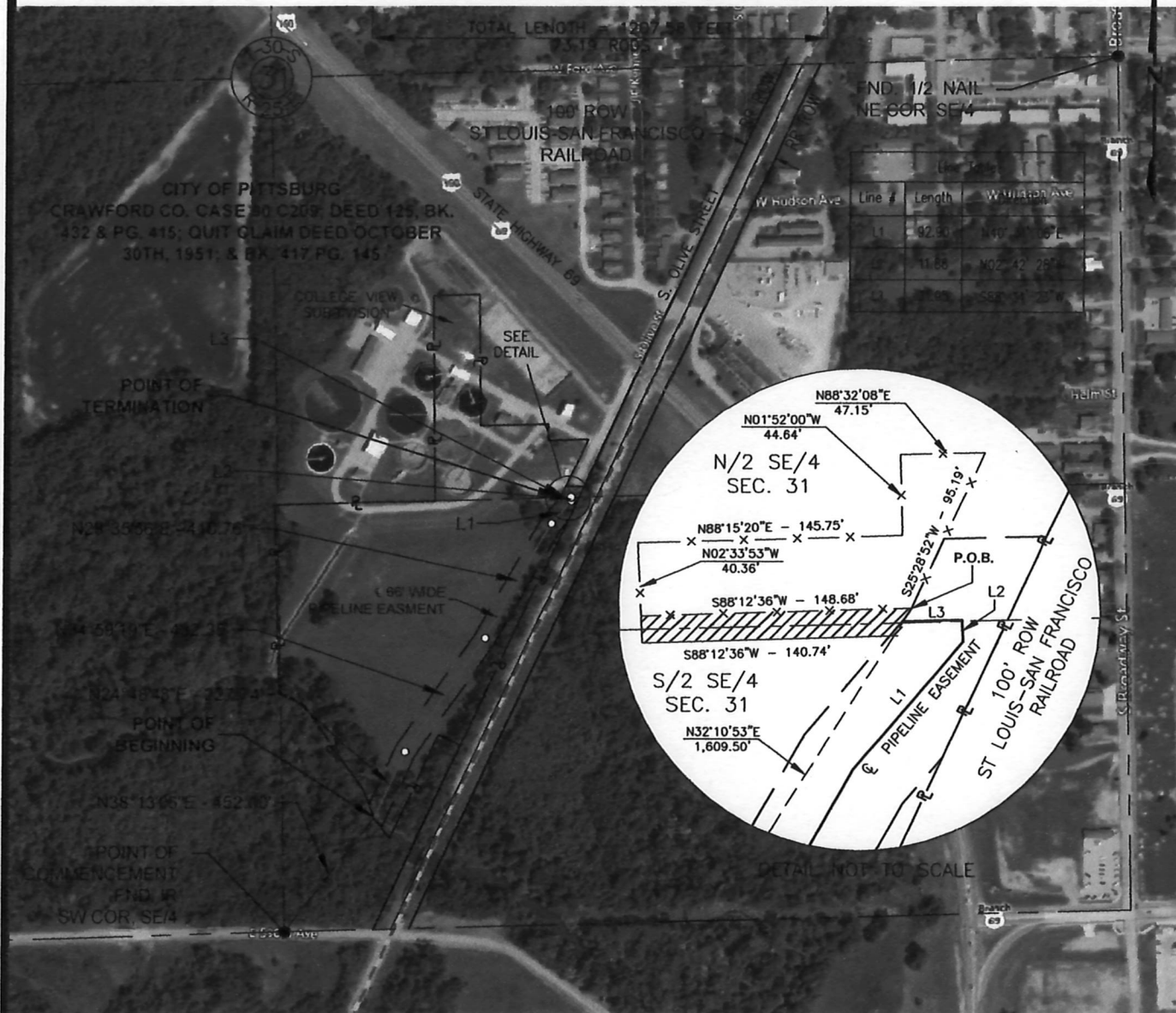
DRAWN BY:	TDW	DATE:	6/6/2018
CHECKED BY:	RDD	DATE:	6/6/2018
APPROVED BY:	DEB	DATE:	7/17/2018

REV.	DATE	BY	DESCRIPTION	APP
0	7/13/2018	TDW	PROPOSED 2018 CONSTRUCTION	DEB

SCALE: 1" = 500'
P.I.N. C59727
DRAWING: KCR-030

CRAWFORD COUNTY, KANSAS

PART OF SE/4 SEC 31 T30S-R25E

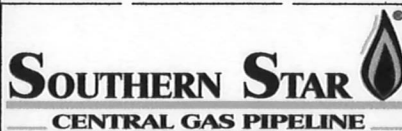
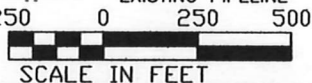


NOTES

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3. THIS EXHIBIT WAS PREPARED FOR THE EXCLUSIVE USE OF SOUTHERN STAR CENTRAL GAS PIPELINES. THE SURVEYOR'S STATEMENT DOES NOT EXTEND TO ANY UNNAMED PARTY WITHOUT THE EXPRESS RE-STATEMENT BY THE SURVEYOR.
4. SEE ATTACHMENT FOR LEGAL DESCRIPTION OF PIPELINE EASEMENT.

LEGEND

I.R.	IRON ROD / REBAR
FND.	FOUND
N.T.S.	NOT TO SCALE
	BROKEN LINE NOT SCALABLE
	PROPERTY LINE
	PERMANENT EASEMENT
	EASEMENT CENTERLINE
	ADDITIONAL TEMP. WORKSPACE (A.T.W.S.)
	EXISTING PIPELINE



10" LINE FD
CITY OF PITTSBURG
PIPELINE EASEMENT
PART OF SE/4 SEC 31 T30S-R25E, CRAWFORD COUNTY, KANSAS

REV.	DATE	BY	DESCRIPTION	APP	SCALE:
0	7/13/2018	TDW	PROPOSED 2018 CONSTRUCTION	DEB	1" = 500'
DRAWN BY: TDW DATE: 6/6/2018					P.I.N. C59727
CHECKED BY: RDD DATE: 6/6/2018					DRAWING:
APPROVED BY: DEB DATE: 7/17/2018					KCR-030

EASEMENT DESCRIPTION

A SIXTY-SIX (66') FOOT WIDE EASEMENT SITUATED IN PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 31, T30S-R25E, CRAWFORD COUNTY, KANSAS AND BEING A PORTION OF THAT PROPERTY DESCRIBED IN WARRANTY DEED AS RECORDED IN CRAWFORD COUNTY CASE 90 C209; DEED 125; BK. 432 AND PAGE 415; QUIT CLAIM DEED OCTOBER 30TH, 1951; AND BOOK 417 AND PAGE 145 IN THE OFFICE OF THE COUNTY RECORDER OF CRAWFORD COUNTY. SAID EASMENT BEING THIRTY-THREE FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE THE SIDELINES OF SAID EASEMENT BEING SHORTENED OR PROLONGED TO MEET BOUNDARY LINES OF SAID PROPERTY:

COMMENCING AT A IRON ROD FOUND MARKING THE SOUTHWEST CORNER OF SAID SE/4 OF SECTION 31;

THENCE North 38°13'06" East a distance of 452.00 feet TO THE **POINT OF BEGINNING**;

THENCE North 24°48'48" East, a distance of 227.74 feet, to a point;

THENCE North 34°59'19" East, a distance of 432.35 feet, to a point;

THENCE North 29°35'56" East, a distance of 410.76 feet, to a point;

THENCE North 40°31'06" East, a distance of 92.90 feet, to a point;

THENCE North 02°42'28" West, a distance of 11.88 feet, to a point;

THENCE South 88°34'23" West, a distance of 31.95 feet, to the **POINT OF TERMINATION**

FROM WHICH A 1/2 INCH NAIL ON THE NORTHEAST CORNER OF SAID SE/4 OF SECTION 31 BEARS North 51°27'02" East a distance of 2206.36 feet.

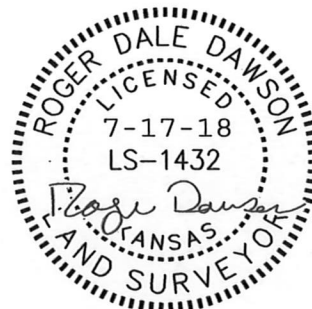
CONTAINING 78466 SQUARE FEET OR 1.801 ACRES, MORE OR LESS.

LESS AND EXCEPT THAT PORTION THAT OVERLAPS THE ADJACENT RAILROAD RIGHT-OF-WAY,

ALL BEARINGS, DISTANCES, AND COORDINATES SHOWN HEREIN ARE GRID, BASED UPON THE KANSAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM 1983, U.S. SURVEY FEET, AS DERIVED FROM AN ON THE GROUND SURVEY PERFORMED BY TRC PIPELINE SERVICES, LLC, CONDUCTED IN MAY 2018.

SEE DRAWING KCR-030 FOR PIPELINE EASEMENT EXHIBIT.

Roger Dawson
Professional Land Surveyor
Registration No. 1432 (Exp. 03-31-20)



VALVE SITE DESCRIPTION (NORTH PORTION)

A VALVE SITE SITUATED IN THE SOUTHEAST QUARTER (SE/4) SECTION 31 T30S-R25E, CRAWFORD COUNTY, KANSAS AND BEING A PORTION OF THAT PROPERTY DESCRIBED IN WARRANTY DEED AS RECORDED IN CRAWFORD COUNTY CASE 90 C209; DEED 125; BK. 432 AND PAGE 415; QUIT CLAIM DEED OCTOBER 30TH, 1951; AND BOOK 417 AND PAGE 145 IN THE OFFICE OF THE COUNTY RECORDER OF CRAWFORD COUNTY. SAID VALVE SITE BEING DESCRIBED AS FOLLOWS:

COMMENCING AT A IRON ROD FOUND MARKING THE SOUTHWEST CORNER OF SAID SE/4 OF SECTION 31;

THENCE NORTH 32°10'53" EAST A DISTANCE OF 1609.50 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 88°12'40" WEST, A DISTANCE OF 148.68 FEET, TO A POINT;

THENCE NORTH 02°33'53" WEST, A DISTANCE OF 40.36 FEET, TO A POINT;

THENCE NORTH 88°15'20" EAST, A DISTANCE OF 145.75 FEET, TO A POINT;

THENCE NORTH 01°52'00" WEST, A DISTANCE OF 44.64 FEET, TO A POINT;

THENCE NORTH 88°32'08" EAST, A DISTANCE OF 47.15 FEET, TO A POINT;

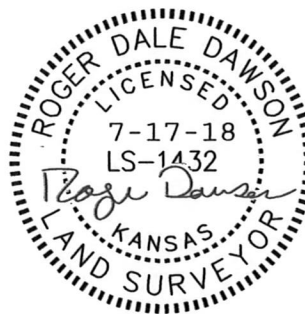
THENCE SOUTH 25°28'52" WEST, A DISTANCE OF 95.19 FEET, TO THE **POINT OF BEGINNING**;

CONTAINING 8009 SQUARE FEET OR 0.184 ACRES, MORE OR LESS.

ALL BEARINGS, DISTANCES, AND COORDINATES SHOWN HEREIN ARE GRID, BASED UPON THE KANSAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM 1983, U.S. SURVEY FEET, AS DERIVED FROM AN ON THE GROUND SURVEY PERFORMED BY TRC PIPELINE SERVICES, LLC, CONDUCTED IN MAY 2018.

SEE DRAWING KCH-030 FOR VALVE SITE EXHIBIT.

Roger Dawson
Professional Land Surveyor
Registration No. 1432 (Exp. 03-31-20)



VALVE SITE DESCRIPTION (SOUTH PORTION)

A VALVE SITE SITUATED IN THE SOUTHEAST QUARTER (SE/4) SECTION 31 T30S-R25E, CRAWFORD COUNTY, KANSAS AND BEING A PORTION OF THAT PROPERTY DESCRIBED IN WARRANTY DEED AS RECORDED IN CRAWFORD COUNTY CASE 90 C209; DEED 125; BK. 432 AND PAGE 415; QUIT CLAIM DEED OCTOBER 30TH, 1951; AND BOOK 417 AND PAGE 145 IN THE OFFICE OF THE COUNTY RECORDER OF CRAWFORD COUNTY. SAID VALVE SITE BEING DESCRIBED AS FOLLOWS:

COMMENCING AT A IRON ROD FOUND MARKING THE SOUTHWEST CORNER OF SAID SE/4 OF SECTION 31;

THENCE NORTH 32°10'53" EAST A DISTANCE OF 1609.50 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 25°28'52" WEST, A DISTANCE OF 16.88 FEET, TO A POINT;

THENCE SOUTH 88°12'36" WEST, A DISTANCE OF 140.74 FEET, TO A POINT;

THENCE NORTH 02°33'53" WEST, A DISTANCE OF 15.00 FEET, TO A POINT;

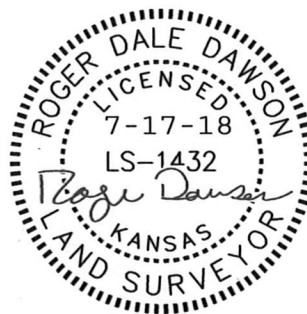
THENCE NORTH 88°12'40" EAST, A DISTANCE OF 148.68 FEET, TO A POINT, TO THE **POINT OF BEGINNING**;

CONTAINING 2171 SQUARE FEET OR 0.050 ACRES, MORE OR LESS.

ALL BEARINGS, DISTANCES, AND COORDINATES SHOWN HEREIN ARE GRID, BASED UPON THE KANSAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM 1983, U.S. SURVEY FEET, AS DERIVED FROM AN ON THE GROUND SURVEY PERFORMED BY TRC PIPELINE SERVICES, LLC, CONDUCTED IN MAY 2018.

SEE DRAWING KCH-030 FOR VALVE SITE EXHIBIT.

Roger Dawson
Professional Land Surveyor
Registration No. 1432 (Exp. 03-31-20)



STATE OF KANSAS

TRACT 28222

COUNTY OF CRAWFORD

**SOUTHERN STAR CENTRAL GAS PIPELINE, INC.
MISCELLANEOUS EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, that CITY OF PITTSBURG, KANSAS, whose mailing address is _____, hereinafter referred to as Grantor, for and in consideration of the sum of One and 00/100 Dollars and other valuable consideration, in hand paid, the receipt of which is hereby acknowledged, and the covenants hereinafter contained, hereby grants and conveys unto **SOUTHERN STAR CENTRAL GAS PIPELINE, INC.**, a Delaware corporation, whose mailing address is P. O. Box 20010, 4700 Highway 56, Owensboro, KY 42304 & 42301, respectively, hereinafter styled Grantee, its successors and assigns, the right to construct, maintain, operate, repair, rebuild, replace, alter and remove at any time a Pigging Launcher/Receiver, including fencing, piping, meters, regulators, valves, drips, odorant, buildings, electrical cable, valves, appurtenances and an access road which will be graveled to allow all-weather travel, for any lawful purpose or use in connection with Grantee's business of purchasing, transporting, and selling natural gas, on, over, and across the following described land, situated in Crawford County, Kansas to wit:

PIPELINE EASEMENT DESCRIPTION

A SIXTY-SIX FOOT (66') WIDE EASEMENT SITUATED IN PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 31, T30S-R25E, CRAWFORD COUNTY, KANSAS AND BEING A PORTION OF THAT PROPERTY DESCRIBED IN WARRANTY DEED AS RECORDED IN CRAWFORD COUNTY CASE 90 C209; DEED 125; BK. 432 AND PAGE 415; QUIT CLAIM DEED OCTOBER 30TH, 1951; AND BOOK 417 AND PAGE 145 IN THE OFFICE OF THE COUNTY RECORDER OF CRAWFORD COUNTY. SAID EASMENT BEING THIRTY-THREE FEET (33') ON EACH

SIDE OF THE FOLLOWING DESCRIBED CENTERLINE THE SIDELINES OF SAID EASEMENT BEING SHORTENED OR PROLONGED TO MEET BOUNDARY LINES OF SAID PROPERTY:

COMMENCING AT A IRON ROD FOUND MARKING THE SOUTHWEST CORNER OF SAID SE/4 OF SECTION 31;

THENCE North 38°13'06" East a distance of 452.00 feet TO THE POINT OF BEGINNING;

THENCE North 24°48'48" East, a distance of 227.74 feet, to a point;

THENCE North 34°59'19" East, a distance of 432.35 feet, to a point;

THENCE North 29°35'56" East, a distance of 410.76 feet, to a point;

THENCE North 40°31'06" East, a distance of 92.90 feet, to a point;

THENCE North 02°42'28" West, a distance of 11.88 feet, to a point;

THENCE South 88°34'23" West, a distance of 31.95 feet, to the POINT OF TERMINATION

FROM WHICH A 1/2 INCH NAIL ON THE NORTHEAST CORNER OF SAID SE/4 OF SECTION 31 BEARS North 51°27'02" East a distance of 2206.36 feet.

CONTAINING 78466 SQUARE FEET OR 1.801 ACRES, MORE OR LESS.

VALVE SITE EASEMENT DESCRIPTION

A VALVE SITE SITUATED IN THE SOUTHEAST QUARTER (SE/4) SECTION 31 T30S-R25E, CRAWFORD COUNTY, KANSAS AND BEING A PORTION OF THAT PROPERTY DESCRIBED IN WARRANTY DEED AS RECORDED IN CRAWFORD COUNTY CASE 90 C209; DEED 125; BK. 432 AND PAGE 415; QUIT CLAIM DEED OCTOBER 30TH, 1951; AND BOOK 417 AND PAGE 145 IN THE OFFICE OF THE COUNTY RECORDER OF CRAWFORD COUNTY. SAID VALVE SITE BEING DESCRIBED AS FOLLOWS:

COMMENCING AT A IRON ROD FOUND MARKING THE SOUTHWEST CORNER OF SAID SE/4 OF SECTION 31;

THENCE NORTH 32°10'53" EAST A DISTANCE OF 1609.50 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 25°28'52" WEST, A DISTANCE OF 16.88 FEET, TO A POINT;

THENCE SOUTH 88°12'36" WEST, A DISTANCE OF 140.74 FEET, TO A POINT;

THENCE NORTH 02°33'53" WEST, A DISTANCE OF 15.00 FEET, TO A POINT;

THENCE NORTH 88°12'40" EAST, A DISTANCE OF 148.68 FEET, TO A POINT, TO THE POINT OF BEGINNING;

CONTAINING 2171 SQUARE FEET OR 0.050 ACRES, MORE OR LESS.

As showing on drawing **KCR-030**, which is attached hereto and made a part hereof.

Grantee shall pay reasonable damages to growing crops, fences, and present improvements caused by the construction, maintenance, operation, repair, rebuilding, altering, and removal or replacement of pipelines, meters, regulators, valves, drips, odorant and other appurtenances. This easement shall include the right of ingress and egress to and from said easement with the right to use existing roads for the purposes of constructing, maintaining, and operating the facilities and the removal or replacement of same, in whole or in part. For temporary periods Grantee may use such portion of the property adjacent to said easement as may be reasonably

necessary in connection with construction, maintenance, operation, repair, rebuilding, altering and removal, or replacement of the facilities.

TO HAVE AND TO HOLD the above described rights and easements, together with all rights necessary to construct, maintain, operate repair, rebuild, alter and remove or replace the facilities within the easement granted unto the Grantee, its successors and assigns, until such time as Grantee, its successors and assigns, release or relinquishes in writing its rights and the easement herein granted.

Grantor reserves the right to the use and enjoyment of said property except with respect to the rights and easements herein granted to Grantee, its successors and assigns, provided that such use and enjoyment shall not interfere with Grantee's facilities or the rights and easements granted herein to Grantee, its successors and assigns.

Grantor represents and warrants that Grantor is the owner in fee simple of the land described above.

Executed this day of , 2018.

ACKNOWLEDGEMENT

STATE OF KANSAS

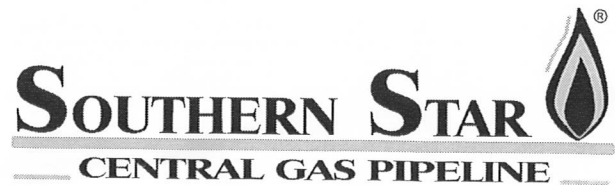
COUNTY OF CRAWFORD

Before me, the undersigned, a Notary Public in and for the County aforesaid, on the day of , 2018, personally appeared , to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

Witness my hand and official seal.

Notary Public

My Commission Expires: _____



8195 Cole Parkway
Shawnee, KS 66227

Tract #20987

Pipeline FD

August 7, 2018

Re: Pipeline Replacement Project C59727 located: S31 , T30 , R25 , ACRES 15.8 , S1/2 SE1/4, LYG W BURLINGTON
NORTHERN RR ROW AND N C/L COW CREEK.

City of Pittsburg, KS:

Southern Star Central Gas Pipeline, Inc. (Southern Star) is replacing it's 12" FD Pipeline across the subject property. Southern Star will need to acquire an amendment to the original pipeline easement granted and proposes a payment of \$7500.00, which breaks down to \$100.00/Rod. Also, we request an additional 8009 sq ft or 0.184 acres for a pig receiver to be installed and the proposed payment of \$3000.00. The total payment to the city for the easements would be \$10,750.00. The attached exhibit KCR-30 represents the request made by Southern Star.

If you have any questions or need additional information, you may contact me at 913-213-8744.

Sincerely,

A handwritten signature in black ink, appearing to read "Justin Henke".

Justin Henke
Land Representative
Southern Star Central Gas Pipeline, Inc.

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: DEXTER NEISLER
Assistant Director of Public Works

DATE: August 3, 2018

SUBJECT: Agenda Item – August 14, 2018
Ordinance No. S-1053 – Demolition Assessments

The Building Services Division, in the process of enforcing the City Codes, holds Dilapidated Structure Hearings to review complaints of unsafe and unsanitary structures with the owner(s), occupant(s) and person(s)-in-charge where there was found to be a violation of the City Code.

As a result of the hearings, the owner(s), occupant(s) and person(s)-in-charge are either directed to make certain repairs to bring the structures up to Code or to demolish said structures and to clean said properties. If, after 30 days, such owner(s), occupant(s) and person(s)-in-charge fail or refuse to comply with the issued orders, the City contracts out the removal and cleaning of the properties and then assesses the cost for said removal against the lot or parcel of land on which the structures were located. If there is an immediate threat to public health and safety, the Building Official can waive the 30-day compliance date and address the structure immediately. The attached Ordinance S-1053 assesses the cost of the removal and cleaning of 14 properties where the owner(s), occupant(s) and person(s)-in-charge failed to demolish said structures.

The City passes Ordinances only one time each year to assess the cost for abatement of nuisances. If approved, this Ordinance will be certified to the County Clerk and will appear on the tax statements later this year.

In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, August 14, 2018. Action necessary will be to approve the ordinance levying the costs of abating these nuisances.

If you have any questions concerning this matter, please do not hesitate to contact me.
Attachments: Ordinance S-1053 Demolition Ordinance

(Published in The Morning Sun on _____, 2018)

ORDINANCE NO. S-1053

AN ORDINANCE, LEVYING A SPECIAL ASSESSMENT AGAINST THE LOTS OR PARCELS OF LAND ON WHICH A PUBLIC NUISANCE WAS LOCATED, TO PAY THE COST OF ABATING THE NUISANCE.

WHEREAS, the City Building Inspector of the City of Pittsburg, Kansas, acting on behalf of the City Manager, did issue and cause to be served on the owner(s), occupant(s), or person(s)-in-charge, a public notice to remove a nuisance from the lot or parcel of land described herein, and

WHEREAS, after thirty (30) days, upon the failure or refusal, such owner(s), occupant(s), or person(s)-in-charge to comply with the provisions of said notice, the City did proceed to abate and remove the nuisance from said lot or parcel of land.

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

That for the purpose of paying the costs and expenses incurred by the City in abating the nuisance upon the premises, where a nuisance was located, there is hereby levied against the following described real estate in Crawford County, Kansas:

SECTION 1: Parcel No. 192041703021003000, Chaplin Place Addition, Beg SE Corner of Lot 5, Block 16, Thence West 11.2 feet, NWLY 160(S), N 9.6, East 100 feet, South 140 feet, to POB, located at 436 East 22nd Street, owned by Michael W. Brown. Notice for removal of the primary structure was delivered in person and receipt signed by the owner on 11/08/2017. After failing to demolish and remove, the City did cause the demolition of said structure, and the parcel cleaned on 05/03/2018. The cost and expenses incurred were Two Thousand Four Hundred Twenty-Five Dollars and Seventy-Eight Cents (\$2,425.78).

SECTION 2: Parcel No. 0192041703017018000, Merwin Addition, Block 4, Lot 22, located at 219 East 22nd Street, owned by Shirley B. Edwards and Victoria L. Gladson. Notice for removal of the primary structure was posted at the above-stated address and published by way of Public Notice in the local news media on 11/03/2017 and 11/10/2017. After failing to demolish and remove, the City did cause the demolition of said structures and the parcel cleaned on 12/08/2017. The cost and expenses incurred were Two Thousand Seven Hundred Thirty-Six Dollars and Seventy-Eight Cents (\$2,736.78).

SECTION 3: Parcel No. 0192041703026015000, Chaplin Place Addition, Block 17, Lots 31 and 32, located at 415 East 20th Street, owned by My Brother's Keeper Family Services, LLC. Notice for removal of the primary structure was delivered in person and receipt signed by owner on 10/02/2017. After failure to demolish and remove, the City did cause the demolition of said structure and the parcel cleaned on 01/18/2018. The cost

and expenses incurred were Two Thousand Five Hundred Twenty-Three Dollars and Seventy-Eight Cents (\$2,523.78).

SECTION 4: Parcel No. 0192041901005006000, K&T Coal Co 4th Addition, Block 5, Lot 12, located at 214 West 18th Street, owned by Richard C. Carson and Linda S. Kelley. Notice for demolition and removal of the primary structure was posted at the above-stated address and published by way of Public Notice in the local news media on 05/05 2017 and 05/12/2017. After failing to demolish and remove, the City did cause the demolition of structures and the parcel cleaned on 06/27/2017. The cost and expenses incurred were Two Thousand Four Hundred Forty-Six Dollars and Seventy-Eight Cents (\$2,446.78).

SECTION 5: Parcel No. 0192041904015003000, Park Place Improvement 1st Addition, Lot 118, located at 809 N Catalpa, owned by Dale and Clemetta McMurray. The Building Official ordered the immediate boarding and securing of the vacated primary structure on 01/19/2017. After failing to comply with said order, the City did cause the boarding and securing of said structure on 01/23/2017. The cost and expenses incurred were Three Hundred Forty-Three Dollars and Forty-Five Cents (\$343.45).

SECTION 6: Parcel No. 0192041904033006000, Goff's West Addition, Block 3, Lot 10, located at 417 West 7th Street, owned by Franklin E. and LaDoris Seely. Notice for demolition and removal of the primary structure was posted at the above-stated address and published by way of Public Notice in the local news media on 06/30/2017 and 07/07/2017. After failing to demolish and remove, the City did cause the demolition of said structure and the parcel cleaned on 08/30/2017. The cost and expenses incurred were Three Thousand Four Hundred Fifty-Six Dollars and Sixty-Eight Cents (\$3,456.68).

SECTION 7: Parcel No. 0192042001009001000, East Pittsburg Land Company 1st Addition, Block 16, Lots 1 - 3, located at 1609 N. Rouse, owned by Joseph and Juanita O'Brien. Notice for demolition and removal of the primary structure was delivered in person and signed by the owner on 11/28/2016. After failure to demolish and remove, the City did cause the demolition of said structure and the parcel cleaned on 02/22/2017. The cost and expenses incurred were Two Thousand Seven Hundred Twenty-Four Dollars and Seventy-Eight Cents (\$2,724.78).

SECTION 8: Parcel No. 0192042001015006000, East Pittsburg Land Co. 1st Addition, South 93 Feet of Lot 11, Block 22, located at 1306 North Taylor, owned by Betty Jean Rogers. Notice for demolition and removal of the primary structure was posted at the above-stated address and published by way of electronic email and public notice in the local news media on 07/21/2017 and 07/28/2017. After failing to demolish and remove, the City did cause the demolition of said structure and the parcel cleaned on 08/30/2017. The cost and expenses incurred were Two Thousand Nine Hundred Fifty-Five Dollars and Thirty-Two Cents (\$2,955.32).

SECTION 9: Parcel No. 0192042003014011000, Pittsburg Town Co. 4th Addition, West 1/2 of Lot 19 and All of Lots 17 and 18, Block 10, located at 509 East 8th Street owned

by Elsie Cunningham. Notice for demolition and removal of the primary structure was posted at the above-stated address and published by way of Public Notice in the local news media on 07/21/2017 and 07/28/2017. After failing to demolish and remove, the City did cause the demolition of said structure and the parcel cleaned on 08/30/2017. The cost and expenses incurred were Two Thousand Nine Hundred Fifty-Six Dollars and Sixty-Eight Cents (\$2,956.68).

SECTION 10: Parcel No. 0192042004023006000, Playter's 3rd Addition, Block 3, Lot 8, located at 916 East 7th Street, owned by Raymond Lee & Iva Lea Trumbule. Notice for demolition and removal of the primary structure was posted at the above-stated address and published by way of Public Notice in the local news media on 07/21/2017 and 07/28/2017. After failing to demolish and remove, the City did cause the demolition of said structure and the parcel cleaned on 08/30/2017. The cost and expenses incurred were Two Thousand Seven Hundred Ten Dollars and Seventy-Eight Cents (\$2,710.78).

SECTION 11: Parcel No. 0192052103005007000, K.C.S. Annex, Lot 55, located at 1115 East 10th Street, owned by Robert H. Lake. Notice for demolition and removal of the primary structure was posted at the above-stated address and published by way of Public Notice in the local news media on 05/26/2017 and 06/02/2017. After failing to demolish and remove, the City did cause the demolition of said structure and the parcel cleaned on 07/27/2017. The cost and expenses incurred were Two Thousand Three Hundred Eight Dollars and Seventy-Eight Cents (\$2,308.78).

SECTION 12: Parcel No. 0192093001031004000, Playter's Addition, Lot 46, located at 509 West Euclid, owned by Philip and Debra Rankin. The Building Official deemed the fence at the above-listed address an immediate danger and ordered the demolition, removal and rebuild of the fence on 08/18/2016. After failing to comply with the given order, the City did cause the demolition and rebuild of said fence on 08/26/2016. The cost and expenses incurred were Three Thousand Twenty-Five Dollars and Seventy-Eight Cents (\$3,025.78).

SECTION 13: Parcel No. 0192093002003006000, Forest Park 2nd Addition, Lot 13, located at 811 West 4th Street, owned by Debra J. Davis. Notice of demolition and removal of the primary structure was delivered in person and receipt signed by the owner on 05/30/2017. After failing to demolish and remove, the City did cause the demolition of said structure and the parcel cleaned on 08/07/2017. The cost and expenses incurred were Two Thousand Three Hundred Forty-Six Dollars and Seventy-Eight Cents (\$2,346.78).

SECTION 14: Parcel No. 0192093002032024000, Forest Park 3rd Addition, Lot 111, located at 504 West Forest, owned by Walter Kincade. Notice for demolition and removal of the primary structure was delivered in person and receipt signed by the owner on 08/08/2017. After failing to demolish and remove, the City did cause the demolition of said structure and the parcel cleaned on 09/11/2017. The cost and expenses incurred

were Two Thousand One Hundred Sixty-Five Dollars and Seventy-Eight Cents (\$2,165.78).

The City Clerk shall certify to the County Clerk of Crawford County, Kansas, the special assessments levied under Sections 1 through 14 of this Ordinance, and the County Clerk shall extend the same on the tax rolls of the County against said lots and parcels of land.

This Ordinance shall take effect and be in force from and after its passage and publication in the official City newspaper.

PASSED AND APPROVED this _____ day of August 2018.

MAYOR – Jeremy Johnson

ATTEST:

CITY CLERK – Tammy Nagel

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: DEXTER NEISLER
Assistant Director of Public Works

DATE: August 7, 2018

SUBJECT: Agenda Item – August 14, 2018
Ordinance No. S-1054 – Trash Assessments

The Codes Enforcement Division, in the process of enforcing the City Codes, conducted inspections for complaints of trash. Notices were sent to the owner(s), occupant(s) and person(s)-in-charge where there was found to be a violation of the City Code directing their abatement.

Upon expiration of the allotted days, as provided in the City Code, the Codes Enforcement Division re-inspected the premises for compliance. If not removed, the Codes Enforcement Division caused the abatement of trash and debris by City crews. The City Codes provided that the cost of abating nuisances shall be placed as a special assessment against the property to be collected with the payment of real estate taxes.

The City staff has created the attached Ordinance No. S-1054 assessing the cost of trash and debris removal. City crews had to remove trash and debris from 24 properties. The owners of these properties were given the opportunity to pay the cost of abatements, but declined to pay the cost for said trash and debris removal. Ordinance S-1054 assesses the cost of trash and debris removal from these 24 properties.

In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, August 14, 2018. Action necessary will be to approve the Ordinance levying the costs of abating these nuisances.

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

Attachments: Ordinance S-1054 Trash Ordinance

(Published in The Morning Sun on _____)

ORDINANCE NO. S-1054

AN ORDINANCE LEVYING A SPECIAL ASSESSMENT AGAINST THE LOTS OR PARCELS OF LAND ON WHICH REFUSE MATTER WAS LOCATED TO PAY THE COST OF MAKING THE PREMISES SAFE AND HYGIENIC.

WHEREAS, the Building Official of the City of Pittsburg, Kansas, acting on behalf of the City Manager, did issue and cause to be served on the owner(s), occupant(s), or person(s)-in-charge, a public notice to remove nuisances from the lots or parcels of land described below.

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

That for the purpose of paying the costs and expenses incurred by the City in making said premises, upon which refuse matter was located, safe and hygienic, there is hereby levied against the real estate described herein the following special assessments:

Section 1: Parcel No. 2041904005001000, Pittsburg Town Co. 3rd Addition, Block 4, Lots 1 and 2 located at 301 West 11th Street owned by Steven Smith. A notice of violation was sent to the owner on 01/11/2018 and, after failing to comply, the City did cause trash to be picked up on 02/07/2018. The cost and expenses incurred were Three Hundred Seventeen Dollars and Twelve Cents (\$317.12).

Section 2: Parcel No. 2041904033002000, Goff's West Addition, Block 3 Lots 3 and 4 located at 403 West 7th Street owned by Jeremy M. and Melanie K. Cumoletti. A notice of violation was sent to the owner on 03/26/2018 and, after failing to comply, the City did cause trash to be picked up on 04/12/2018. The cost and expenses incurred were Three Hundred Seventeen Dollars and Twelve Cents (\$317.12).

Section 3: Parcel No. 2041904047002000, Goff's West Addition, Block 1, Lots 3 and 4 located at 403 West 5th Street owned by Stanley D Ross. A notice of violation was sent to the owner on 12/02/2016 and, after failing to comply, the City did cause trash to be picked up on 01/04/2017. The cost and expenses incurred were Three Hundred Seventeen Dollars and Twelve Cents (\$317.12).

Section 4: Parcel No. 2041904047002000, Goff's West Addition, Block 1, Lots 3 and 4 located at 403 West 5th Street owned by Stanley D Ross. A notice of violation was sent to the owner on 04/20/2017 and, after failing to comply, the City did cause trash to be picked up on 05/04/2017. The cost and expenses incurred were Three Hundred Seventeen Dollars and Twelve Cents (\$317.12).

Section 5: Parcel No. 2041904047002000, Goff's West Addition, Block 1, Lots 3 and 4 located at 403 West 5th Street owned by Stanley D Ross. A notice of violation was sent to the owner on 05/16/2017 and, after failing to comply, the City did cause trash to

be picked up on 05/30/2017. The cost and expenses incurred were Three Hundred Seventeen Dollars and Twelve Cents (\$317.12).

Section 6: Parcel No. 2041904047002000, Goff's West Addition, Block 1, Lots 3 and 4 located at 403 West 5th Street owned by Stanley D Ross. A notice of violation was sent to the owner on 05/16/2017 and, after failing to comply, the City did cause trash to be picked up on 06/15/2017. The cost and expenses incurred were Three Hundred Seventeen Dollars and Twelve Cents (\$317.12).

Section 7: Parcel No. 2041904048007000, Pittsburg Original Town, Beginning 14.5 Feet South of the Northwest Corner of Lot 511; Thence South 45.5 Feet, East 154 Feet, South 1 Foot, East 14 Feet, North 25.8 Feet, East 32 Feet, North 35.2 Feet, Southwesterly to a Point 14.5 Feet South of the North Line of Lot 511, West 150 feet, To Point of Beginning, Block 19 located at 410 North Olive Street owned by Mason Alexander Lovelace. A notice of violation was sent to the owner on 02/26/2018 and, after failing to comply, the City did cause trash to be picked up on 03/13/2018. The cost and expenses incurred were Three Hundred Seventeen Dollars and Twelve Cents (\$317.12).

Section 8: Parcel No. 2042003015003000, Pittsburg Town Co. 4th Addition, Block 11, Lots 5 and 6 located at 414 East 9th Street owned by Vera Ellen Pepper. A notice of violation was sent to the owner on 02/09/2016 and, after failing to comply, the City did cause trash to be picked up on 05/05/2016. The cost and expenses incurred were Two Thousand Two Hundred Thirty-Eight Dollars and Sixty-Nine Cents (\$2,238.69).

Section 9: Parcel No. 2042004007007000, Playter's 4th Addition, Block 4, Lots 12 and 13 located at 1008 East 11th Street owned by Jay M. Cooper and Maria E Flores-Cooper. A notice of violation was sent to the owner on 02/20/2018 and, after failing to comply, the City did cause trash to be picked up on 03/12/2018. The cost and expenses incurred were Three Hundred Seventeen Dollars and Twelve Cents (\$317.12).

Section 10: Parcel No. 2042004015003000, Roger's Company 2nd Addition, West 55 Feet of Lots 11 and 12, Block 1 located at 1018 East 9th Street owned by Shane D. Black. A notice of violation was sent to the owner on 09/19/2017 and, after failing to comply, the City did cause trash to be picked up on 10/02/2017. The cost and expenses incurred were Eight Hundred Forty-Five Dollars (\$845.00).

Section 11: Parcel No. 2042004015012000, Playter's 4th Addition, West 34 Feet of Lot 22, Block 8 located at 1027 East 8th Street owned by Larry E. Foster. A notice of violation was sent to the owner on 04/21/2017 and, after failing to comply, the City did cause trash to be picked up on 07/13/2017. The cost and expenses incurred were One Thousand Two Hundred Thirty-Seven Dollars and Sixty-Eight Cents (\$1,237.68).

Section 12: Parcel No. 2082802005008000, Schnackenburg 1st Addition, Block 2, Lot 9 located at 1129 East 1st Street owned by James Todd Lovell. A notice of violation was sent to the owner on 02/13/2018 and, after failing to comply, the City did cause

trash to be picked up on 02/27/2018. The cost and expenses incurred were Three Hundred Seventeen Dollars and Twelve Cents (\$317.12).

Section 13: Parcel No. 2092903004005000, Santa Fe 1st Addition, Lot 6 located at 307 East Park owned by Eugene O. Hunt Revocable Living Trust. A notice of violation was sent to the owner on 01/02/2018 and, after failing to comply, the City did cause trash to be picked up on 02/16/2018. The cost and expenses incurred were Three Hundred Seventeen Dollars and Twelve Cents (\$317.12).

Section 14: Parcel No. 2092903008001000, Santa Fe 1st Addition, Lot 35 located at 212 East Park owned by Stanley D Ross. A notice of violation was sent to the owner on 01/06/2017 and, after failing to comply, the City did cause trash to be picked up on 02/20/2017. The cost and expenses incurred were Five Hundred Seventeen Dollars and Twelve Cents (\$517.12).

Section 15: Parcel No. 2092903027001000, Santa Fe 1st Addition, Lot 174 located at 108 East Jefferson owned by Dinamike LLC. A notice of violation was sent to the owner on 02/02/2018 and, after failing to comply, the City did cause trash to be picked up on 03/22/2018. The cost and expenses incurred were Five Hundred Seventeen Dollars and Twelve Cents (\$517.12).

Section 16: Parcel No. 2092903028011000, Santa Fe 2nd Addition, South 1/2 of Lot 24 located at 107 East Madison owned by Stanley D. Ross. A notice of violation was sent to the owner on 08/25/2017 and, after failing to comply, the City did cause trash to be picked up on 09/27/2017. The cost and expenses incurred were Seven Hundred Seventeen Dollars and Twelve Cents (\$717.12).

Section 17: Parcel No. 2092904020013000, Bonview Addition, Block 8, Lot 11 located at 821 East Quincy owned by Stephani A. Knight. A notice of violation was sent to the owner on 03/24/2017 and, after failing to comply, the City did cause trash to be picked up on 06/14/2017. The cost and expenses incurred were One Thousand Six Hundred Ninety-Three Dollars and Thirty-Seven Cents (\$1,693.37).

Section 18: Parcel No. 2093002005014000, Forest Park Addition, Lot 38 located at 1006 West 3rd Street owned by Jackie Wadino. A notice of violation was sent to the owner on 06/15/2017 and, after failing to comply, the City did cause trash to be picked up on 06/28/2017. The cost and expenses incurred were Three Hundred Seventeen Dollars and Twelve Cents (\$317.12).

Section 19: Assessment has been paid.

Section 20: Parcel No. 2093002012012000, Forest Park 2nd Addition, Lot 47 located at 725 West 23rd Street owned by Steven R. and Kristi J. Bitner. A notice of violation was sent to the owner on 12/12/2017 and, after failing to comply, the City did cause trash to be picked up on 01/11/2018. The cost and expenses incurred were Three Hundred Seventeen Dollars and Twelve Cents (\$317.12).

Section 21: Parcel No. 2093002030012000, West Forest Addition, North 1/2 of Lots 1 Thru 3 located at 310 South Georgia, owned by Bonita A. Falletti. A notice of violation was sent to the owner on 11/20/2017 and, after failing to comply, the City did cause trash to be picked up on 12/28/2017. The cost and expenses incurred were Three Hundred Seventeen Dollars and Twelve Cents (\$317.12).

Section 22: Parcel No. 2093101010007000, College Hill, Lots 12 - 14 located at 1706 South Pine owned by PSU Pi Kappa Alpha Inc. A notice of violation was sent to the owner on 11/14/2017 and, after failing to comply, the City did cause trash to be picked up on 01/02/2018. The cost and expenses incurred were Four Hundred Seventeen Dollars and Twelve Cents (\$417.12).

Section 23: Parcel No. 2093101011010000, College Hill 2nd Addition, Lot 43 located at 1719 South Walnut owned by Stanley D. Ross. A notice of violation was sent to the owner on 12/01/2017 and, after failing to comply, the City did cause trash to be picked up on 12/28/2017. The cost and expenses incurred were Three Hundred Seventeen Dollars and Twelve Cents (\$317.12).

Section 24: Parcel No. 2093101012011000, College Hill 2nd Addition, Lot 85 located at 1717 South Olive Street owned by Jay Martin Cooper. A notice of violation was sent to the owner on 12/01/2017 and, after failing to comply, the City did cause trash to be picked up on 02/02/2018. The cost and expenses incurred were Five Hundred Seventeen Dollars and Twelve Cents (\$517.12).

The City Clerk shall certify to the County Clerk of Crawford County, Kansas, the special assessments levied under Sections 1 through 24 of this Ordinance, and the County Clerk shall extend the same on the tax rolls of the County against said lots or parcels of land.

This Ordinance shall take effect and be in force from and after its passage and publication in the official City newspaper.

PASSED AND APPROVED this ____ day of August 2018.

Jeremy Johnson, Mayor

ATTEST:

Tammy Nagel, City Clerk

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: DEXTER NEISLER
Assistant Director of Public Works

DATE: August 3, 2018

SUBJECT: Agenda Item – August 14, 2018
Ordinance No. S-1055 – Weed Assessments

The Codes Enforcement Division, in the process of enforcing the City Codes, conducted inspection of complaints of weeds or obnoxious vegetable growth. Notices were sent to the owner(s), occupant(s) and person(s)-in-charge where there was found to be a violation of the City Code directing their abatement.

Upon expiration of the allotted days, as provided in the City Code, the Codes Enforcement Division re-inspected the premises for compliance. If not removed, the Codes Enforcement Division caused the abatement of weeds or obnoxious vegetable growth by City crews. The City Codes provided that the cost of abating nuisances shall be placed as a special assessment against the property to be collected with the payment of real estate taxes.

The City staff has created the attached Ordinance No. S-1055 assessing the cost of weeds or obnoxious vegetable growth removal. City crews had to remove weeds or obnoxious vegetable growth from 120 properties. The owners of these properties were given the opportunity to pay the cost of abatements, but declined to pay the cost for said trash and debris removal. Ordinance S-1055 assesses the cost of trash and debris removal from these 120 properties.

In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, August 14, 2018. Action necessary will be to approve the Ordinance levying the costs of abating these nuisances.

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

Attachments: Ordinance S-1055 Weed Assessment Ordinance

(Published in The Morning Sun on _____)

ORDINANCE NO. S-1055

AN ORDINANCE, LEVYING A SPECIAL ASSESSMENT AGAINST THE LOTS OR PARCELS OF LAND ON WHICH EXISTED WEEDS OR OBNOXIOUS VEGETABLE GROWTH TO PAY THE COSTS OF CUTTING OR REMOVING SAID GROWTH.

WHEREAS, the Building Official of the City of Pittsburg, Kansas, acting on behalf of the City Manager, did issue and cause to be served on the owner(s), or occupant(s), or person(s)-in-charge of a lot or parcel of land, written notice to cut and remove the weeds or obnoxious vegetable growth from the said lot or parcel of land described herein, and

WHEREAS, after the owner(s), occupant(s) or person(s)-in-charge neglected or failed to comply with the written notice to cut and remove said weeds or obnoxious vegetable growth, the City proceeded to cut and remove said weeds or obnoxious vegetable growth from said lot or parcel of land, and

WHEREAS, a statement for costs and expenses of removing said weeds or obnoxious vegetable growth was mailed to the owner(s), or occupant(s), or person(s)-in-charge of such property and such has not been paid.

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

That for the purpose of paying the costs and expenses incurred by the City in cutting or removing said weeds or obnoxious vegetable growth from said lot or parcel of land, there is hereby levied against the following described real estate in Crawford County, Kansas.

Section 1: Parcel No. 2041703016006000, Merwin Addition, Block 3, Lot 7 located at 114 East 23rd Street owned by Raymond E. and Lanea J. Melton. Notice of violation was sent to the owner on 07/20/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 08/02/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 2: Parcel No. 2041703017018000, Merwin Addition, Block 4, Lot 22 located at 219 East 22nd Street owned by, Shirley B. Edwards and Victoria L. Gladson. Notice of violation was sent to the owner on 05/12/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 05/23/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 3: Parcel No. 2041703017018000, Merwin Addition, Block 4, Lot 22 located at 219 East 22nd Street owned by, Shirley B. Edwards and Victoria L. Gladson. Notice of violation was sent to the owner on 06/15/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 06/27/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 4: Parcel No. 2041703017018000, Merwin Addition, Block 4, Lot 22 located at 219 East 22nd Street owned by, Shirley B. Edwards and Victoria L. Gladson. Notice of violation was sent to the owner on 06/15/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 09/13/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 5: Parcel No. 2041703024007000, Merwin Addition, Block 7, Lots 8 and 9 located at 112 East 21st Street owned by Kathryn P. Efinger. Notice of violation was sent to the owner on 06/23/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 07/07/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20)

Section 6: Parcel No. 2041804003005000, Crestview Addition, Lots 68 and 69 located at 115 West 25th Street owned by Chris Shall. Notice of violation was sent to the owner on 07/06/2016 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 07/14/2016. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20)

Section 7: Parcel No. 2041804003010000, Crestview Addition, Lots 46 and 47 located at 112 West 24th Street owned by George L. Smoot. Notice of violation was sent to the owner on 05/16/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 05/30/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 8: Parcel No. 2041804005015000, Martin Place Subdivision Lot C, Block 2, Lots 24 - 26 located at 204 West 23rd Street owned by Daniel U. Livermore III. Notice of violation was sent to the owner on 06/26/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 07/07/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 9: Parcel No. 2041804005015000, Martin Place Subdivision Lot C, Block 2, Lots 24 - 26 located at 204 West 23rd Street owned by Daniel U. Livermore III. Notice of violation was sent to the owner on 06/26/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 09/21/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 10: Parcel No. 2041903013002000, Conns Addition, South 150 Feet of the East 13.3 Feet of Lot 1 and the South 150 Feet of Lot 2 located at 814 West 6th Street owned by Stanley D. Ross. Notice of violation was sent to the owner on 05/31/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 06/07/2017. The cost and expenses incurred were Five Hundred Twelve Dollars and Twenty Cents (\$512.20).

Section 11: Parcel No. 2041903016003000, Park Place Improvement 1st Addition, Lot 160 located at 608 North Woodland owned by Jean Marie & William C. Strode. Notice of violation was sent to the owner on 05/08/2017 and, after failing to comply, the City did

cause weeds or obnoxious vegetable growth to be cut on 06/26/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 12: Parcel No. 2041903016003000, Park Place Improvement 1st Addition, Lot 160 located at 608 North Woodland owned by Jean Marie & William C. Strode. Notice of violation was sent to the owner on 05/08/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 08/09/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 13: Parcel No. 2041903016003000, Park Place Improvement 1st Addition, Lot 160 located at 608 North Woodland owned by Jean Marie & William C. Strode. Notice of violation was sent to the owner on 05/08/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 09/28/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 14: Parcel No. 2041903018010000, Park Place Improvement 1st Addition, Lot 198, NELY 50 Feet Abandon Railroad Right of Way LYG ADJ SD Lot and SWLY 50 Foot Abandoned SLSF Railroad Right of Way, LYG Adjacent Lots 1 and 2, Shout's Addition to Pittsburg located at 501 North Woodland owned by Lindsay N. Johnson. Notice of violation was sent to the owner on 08/11/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 08/21/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 15: Parcel No. 2041903023001000, Conn's Addition of Tewell's Sub, Lot 1 located at 411 North Chestnut owned by Troy Mitchell. Notice of violation was sent to the owner on 06/14/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 07/10/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 16: Parcel No. 2041903026002000, Shout's Addition, Lot 3 located at 6 4th Street Circle owned by Rodger M. Drown. Notice of violation was sent to the owner on 08/16/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 08/29/2017. The cost and expenses incurred were Five Hundred Sixty-Two Dollars and Twenty Cents (\$562.20).

Section 17: Parcel No. 2041904015003000, Park Place Improvement 1st Addition, Lot 118 located at 809 North Catalpa owned by Dale and Clemetta McMurray. Notice of violation was sent to the owner on 05/12/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 05/24/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 18: Parcel No. 2041904015003000, Park Place Improvement 1st Addition, Lot 118 located at 809 North Catalpa owned by Dale and Clemetta McMurray. Notice of violation was sent to the owner on 05/12/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 08/30/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 19: Parcel No. 2041904020019000, Pittsburg Town Co. 3rd Addition, South 45 Feet of Lots 1 Thru 4, Block 9, located at 807 North Pine owned by Daniel Lee Hallacy. Notice of violation was sent to the owner on 05/19/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 05/31/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 20: Parcel No. 2041904023007000, Pittsburg Original Town, West 50 Feet of Lots 437 and 438, Block 5 located at 214 West 7th Street owned by, Larry F. Jameson. Notice of violation was sent to the owner on 05/12/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 05/30/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 21: Parcel No. 2041904033006000, Goff's West Addition, Block 3, Lot 10 located at 417 West 7th Street owned by Franklin E. and LaDoris Seely. Notice of violation was sent to the owner on 05/17/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 05/30/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 22: Parcel No. 2041904033006000, Goff's West Addition, Block 3, Lot 10 located at 417 West 7th Street owned by Franklin E. and LaDoris Seely. Notice of violation was sent to the owner on 05/17/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 07/17/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 23: Parcel No. 2041904033006000, Goff's West Addition, Block 3, Lot 10 located at 417 West 7th Street owned by Franklin E. and LaDoris Seely. Notice of violation was sent to the owner on 05/17/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 09/13/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 24: Parcel No. 2041904033018000, Park Place Improvement 2nd Addition, Lot 51 located at 422 West 6th Street owned by Family Entertainment. Notice of violation was sent to the owner on 04/24/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 05/17/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 25: Parcel No. 2041904033018000, Park Place Improvement 2nd Addition, Lot 51 located at 422 West 6th Street owned by Family Entertainment. Notice of violation was sent to the owner on 06/06/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 06/15/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 26: Parcel No. 2041904033018000, Park Place Improvement 2nd Addition, Lot 51 located at 422 West 6th Street owned by Family Entertainment. Notice of violation was sent to the owner on 07/12/2017 and, after failing to comply, the City did cause weeds or

obnoxious vegetable growth to be cut on 07/21/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 27: Parcel No. 2041904033018000, Park Place Improvement 2nd Addition, Lot 51 located at 422 West 6th Street owned by Family Entertainment. Notice of violation was sent to the owner on 07/12/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 08/23/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 28: Parcel No. 2041904033018000, Park Place Improvement 2nd Addition, Lot 51 located at 422 West 6th Street owned by Family Entertainment. Notice of violation was sent to the owner on 09/22/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 10/02/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 29: Parcel No. 2041904034003000, Pittsburg Original Town, East 50 Feet of Lots 523 and 524, Block 7 located at 307 West 7th Street owned by Tywan Anthony. Notice of violation was sent to the owner on 04/25/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 06/06/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 30: Parcel No. 2041904034003000, Pittsburg Original Town, East 50 Feet of Lots 523 and 524, Block 7 located at 307 West 7th Street owned by Tywan Anthony. Notice of violation was sent to the owner on 04/25/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 07/13/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 31: Parcel No. 2041904034003000, Pittsburg Original Town, East 50 Feet of Lots 523 and 524, Block 7 located at 307 West 7th Street owned by Tywan Anthony. Notice of violation was sent to the owner on 04/25/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 08/14/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 32: Parcel No. 2041904034003000, Pittsburg Original Town, East 50 Feet of Lots 523 and 524, Block 7 located at 307 West 7th Street owned by Tywan Anthony. Notice of violation was sent to the owner on 04/25/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 09/13/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 33: Parcel No. 2041904034004000, Pittsburg Original Town, West 1/2 of the East 1/2 of Lots 523 and 524, Block 7 located at 309 West 7th Street owned by Opal Maxine Walker. Notice of violation was sent to the owner on 04/25/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 06/06/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 34: Parcel No. 2041904034004000, Pittsburg Original Town, West 1/2 of the East 1/2 of Lots 523 and 524, Block 7 located at 309 West 7th Street owned by Opal Maxine Walker. Notice of violation was sent to the owner on 04/25/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 07/12/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 35: Parcel No. 2041904034004000, Pittsburg Original Town, West 1/2 of the East 1/2 of Lots 523 and 524, Block 7 located at 309 West 7th Street owned by Opal Maxine Walker. Notice of violation was sent to the owner on 04/25/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 08/14/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 36: Parcel No. 2041904034004000, Pittsburg Original Town, West 1/2 of the East 1/2 of Lots 523 and 524, Block 7 located at 309 West 7th Street owned by Opal Maxine Walker. Notice of violation was sent to the owner on 04/25/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 09/13/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 37: Parcel No. 2041904047002000, Goff's West Addition, Block 1, Lots 3 and 4 located at 403 West 5th Street owned by Stanley D. Ross. Notice of violation was sent to the owner on 06/15/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 06/26/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 38: Parcel No. 2041904048007000, Pittsburg Original Town, Beginning 14.5 Feet South of the Northwest Corner of Lot 511; Thence South 45.5 Feet, East 154 Feet, South 1 Foot, East 14 Feet, North 25.8 Feet, East 32 Feet, North 35.2 Feet, Southwesterly to a Point 14.5 Feet South of the North Line of Lot 511, West 150 feet, To Point of Beginning, Block 19 located at 410 North Olive Street owned by Mason Alexander Lovelace. Notice of violation was sent to the owner on 05/22/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 06/05/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 39: Parcel No. 2042001013017000, East Pittsburg Land Co. 1st Addition, Block 20, Lots 27 and 28 located at 1023 East 14th Street owned by Robert E. Seely. Notice of violation was sent to the owner on 10/06/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 10/16/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 40: Parcel No. 2042001014006000, East Pittsburg Land Co. 1st Addition, Block 21, Lot 13, 14 located at 1006 East 14th Street owned by Steve McQueen. Notice of violation was sent to the owner on 06/02/2017 and, after failing to comply, the City did

cause weeds or obnoxious vegetable growth to be cut on 06/27/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 41: Parcel No. 2042001015006000, East Pittsburg Land Co 1st Addition, South 93 Feet of Lot 11, Block 22 located at 1306 North Taylor owned by Betty Jean Rogers. Notice of violation was sent to the owner on 05/11/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 05/24/2017. The cost and expenses incurred was Three Hundred Twelve Dollars and Twenty Cents (\$312.20)

Section 42: Parcel No. 2042001015006000, East Pittsburg Land Co 1st Addition, South 93 Feet of Lot 11, Block 22 located at 1306 North Taylor owned by Betty Jean Rogers. Notice of violation was sent to the owner on 05/11/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 09/20/2017. The cost and expenses incurred was Three Hundred Twelve Dollars and Twenty Cents (\$312.20)

Section 43: Parcel No. 2042002015005000, Chicago Addition, Block 2, Lot 7, 9 located at 1706 North Joplin owned by Luigi Brichalli. Notice of violation was sent to the owner on 07/14/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 07/28/2017. The cost and expenses incurred were Four Hundred Twelve Dollars and Twenty Cents (\$412.20).

Section 44: Parcel No. 2042002028006000, North Pittsburg 1st Addition, East 12.5 Feet of the North 1/2 of Lot 4 and the West 64 Feet North 1/2 of Lot 3 located at 302 East 16th Street owned by April Viau. Notice of violation was sent to the owner on 05/22/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 05/31/2017. The cost and expenses incurred were Six Hundred Sixty-Two Dollars and Twenty Cents (\$662.20).

Section 45: Parcel No. 2042002030006000, North Pittsburg 1st Addition, North 100 Feet of the West 1/2 of Lot 15 and the North 100 Feet of the East 8 Feet of Lot 14 located at 204 East 15th Street owned by Jost Properties Inc. Notice of violation was sent to the owner on 05/16/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 08/08/2017. The cost and expenses incurred was Three Hundred Twelve Dollars and Twenty Cents (\$312.20)

Section 46: Parcel No. 2042002041002000, Leighton's Addition, Lot 12 located at 1210 North Grand owned by James Zimmerman. Notice of violation was sent to the owner on 05/09/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 05/22/2017. The cost and expenses incurred was Three Hundred Twelve Dollars and Twenty Cents (\$312.20)

Section 47: Parcel No. 2042002041002000, Leighton's Addition, Lot 12 located at 1210 North Grand owned by James Zimmerman. Notice of violation was sent to the owner on 05/09/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 07/17/2017. The cost and expenses incurred was Three Hundred Twelve Dollars and Twenty Cents (\$312.20)

Section 48: Parcel No. 2042002041002000, Leighton's Addition, Lot 12 located at 1210 North Grand owned by James Zimmerman. Notice of violation was sent to the owner on 05/09/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 09/13/2017. The cost and expenses incurred was Three Hundred Twelve Dollars and Twenty Cents (\$312.20)

Section 49: Parcel Number: 2042003011005000, Pittsburg Town Co. 4th Addition, West 1/2 of Lot 7 and All of Lot 8, Block 7 located at 506 East 10th Street owned by Stanley D. Ross. Notice of violation was sent to the owner on 08/28/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 09/11/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 50: Parcel No. 2042003014011000, Pittsburg Town Co 4th Addition, West 1/2 of Lot 19 and All of Lots 17 and 18, Block 10 located at 509 East 8th Street owned by Elsie Cunningham. Notice of violation was sent to the owner on 07/14/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 07/21/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 51: Parcel No. 2042003014011000, Pittsburg Town Co 4th Addition, West 1/2 of Lot 19 and All of Lots 17 and 18, Block 10 located at 509 East 8th Street owned by Elsie Cunningham. Notice of violation was sent to the owner on 07/14/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 09/28/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 52: Parcel No. 2042003024007000, Pittsburg Town Co 2nd Addition, West 75 Feet Lot 5, Frac Block 2 located at 601 East 7th Street owned by David Snider. Notice of violation was sent to the owner on 05/22/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 05/31/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 53: Parcel No. 2042003024007000, Pittsburg Town Co 2nd Addition, West 75 Feet Lot 5, Frac Block 2 located at 601 East 7th Street owned by David Snider. Notice of violation was sent to the owner on 07/12/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 07/21/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 54: Parcel No. 2042003024007000, Pittsburg Town Co 2nd Addition, West 75 Feet Lot 5, Frac Block 2 located at 601 East 7th Street owned by David Snider. Notice of violation was sent to the owner on 07/12/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 08/23/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 55: Parcel No. 2042003024007000, Pittsburg Town Co 2nd Addition, West 75 Feet Lot 5, Frac Block 2 located at 601 East 7th Street owned by David Snider. Notice of violation was sent to the owner on 07/12/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 09/29/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 56: Parcel No. 2042004003001000, Hermann Addition, Lots 1 Thru 6, Block 2; Also Lot 22, Rogers Addition located at 000 East 11th Street owned by Deborah A. McKinstry. Notice of violation was sent to the owner on 07/24/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 08/08/2017. The cost and expenses incurred were Seven Hundred Twelve Dollars and Twenty Cents (\$712.20).

Section 57: Parcel No. 2042004003001000, Hermann Addition, Lots 1 Thru 6, Block 2; Also Lot 22, Rogers Addition located at 000 East 11th Street owned by Deborah A. McKinstry. Notice of violation was sent to the owner on 09/28/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 10/06/2017. The cost and expenses incurred were Eight Hundred Twelve Dollars and Twenty Cents (\$812.20).

Section 58: Parcel No. 204200400400200, Hermann Addition, Block 3, Lot 4 located at 724 East 11th Street owned by Deborah A. McKinstry. Notice of violation was sent to the owner on 06/15/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 06/26/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 59: Parcel No. 204200400400200, Hermann Addition, Block 3, Lot 4 located at 724 East 11th Street owned by Deborah A. McKinstry. Notice of violation was sent to the owner on 08/04/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 08/14/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 60: Parcel No. 204200400400200, Hermann Addition, Block 3, Lot 4 located at 724 East 11th Street owned by Deborah A. McKinstry. Notice of violation was sent to the owner on 10/04/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 10/06/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 61: Parcel Number: 2042004009001000, Playter's 4th Addition, Block 6, Lots 1 and 2 located at 928 East 10th Street owned by Stephani A. Knight. Notice of violation was sent to the owner on 10/06/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 10/19/2017. The cost and expenses incurred were Four Hundred Twelve Dollars and Twenty Cents (\$412.20).

Section 62: Parcel Number: 2042004004011000, Hermann Addition, Block 3, Lots 19 and 20 located at 709 East 10th Street owned by R&R Rentals of Pittsburg, LLC. Notice

of violation was sent to the owner on 05/16/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 05/30/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 63: Parcel Number: 2042004023006000, Playter's 3rd Addition, Block 3, Lot 8 located at 916 East 7th Street owned by Raymond Lee & Iva Lea Trumbule. Notice of violation was sent to the owner on 04/05/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 06/16/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 64: Parcel Number: 2042004023006000, Playter's 3rd Addition, Block 3, Lot 8 located at 916 East 7th Street owned by Raymond Lee & Iva Lea Trumbule. Notice of violation was sent to the owner on 04/05/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 08/14/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 65: Parcel No. 2052103005002000, K.C.S. Annex, All of Lots 61 and 62 and SELY 50% of ADJ ABAND Railroad ROW located at 1103 East 10th Street owned by Walter Roger Willey and Vera G. Willey. Notice of violation was sent to the owner on 05/04/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 05/10/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 66: Parcel No. 2052103005002000, K.C.S. Annex, All of Lots 61 and 62 and SELY 50% of ADJ ABAND Railroad ROW located at 1103 East 10th Street owned by Walter Roger Willey and Vera G. Willey. Notice of violation was sent to the owner on 05/04/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 07/12/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 67: Parcel No. 2052103005002000, K.C.S. Annex, All of Lots 61 and 62 and SELY 50% of ADJ ABAND Railroad ROW located at 1103 East 10th Street owned by Walter Roger Willey and Vera G. Willey. Notice of violation was sent to the owner on 05/04/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 09/13/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 68: Parcel No. 2052103005007000, K.C.S. Annex, Lot 55 located at 1115 East 10th Street owned by Robert H. Lake. Notice of violation was sent to the owner on 05/04/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 05/17/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 69: Parcel No. 2052103005007000, K.C.S. Annex, Lot 55 located at 1115 East 10th Street owned by Robert H. Lake. Notice of violation was sent to the owner on 05/04/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable

growth to be cut on 08/07/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 70: Parcel No. 2052103021001000, Jennis Addition to East Pittsburg, Block 1, Lot 1 located at 511 North Water owned by Dennis Patrick Masterson. Notice of violation was sent to the owner on 07/17/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 07/27/2017. The cost and expenses incurred were Seven Hundred Twelve Dollars and Twenty Cents (\$712.20).

Section 71: Parcel No. 2052103021001000, Jennis Addition to East Pittsburg, Block 1, Lot 1 located at 511 North Water owned by Dennis Patrick Masterson. Notice of violation was sent to the owner on 07/17/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 09/21/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 72: Parcel No. 2052103024002000, Jennis Addition to East Pittsburg, Block 4, Lot 12 located at 412 North Rouse owned by Cathy and Cory Willey. Notice of violation was sent to the owner on 06/23/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 07/17/2017. The cost and expenses incurred were Five Hundred Twelve Dollars and Twenty Cents (\$512.20).

Section 73: Parcel No. 2092901001009000, Lapham's Addition, Lots 10 and 11, Less South 10 Feet of East 10 Feet Lot 11, Block 1 Located at 203 North Rouse owned by Anthony Eure. Notice of violation was sent to the owner on 05/09/2017 and, after failing to comply, the city did cause weeds or obnoxious vegetable growth to be cut on 05/18/2017. The cost and expenses incurred was Three Hundred Twelve Dollars and Twenty Cents (\$312.20)

Section 74: Parcel No. 2092903018004000, Santa Fe 1st Addition, Lot 133 located at 210 East Adams owned by David N. Snider. Notice of violation was sent to the owner on 04/06/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 04/24/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 75: Parcel No. 2092902018011000, Roger's Company 2nd Addition, West 120 Feet Lot 6, Block 1 located at 211 South Elm owned by Gerald T. Waggoner. Notice of violation was sent to the owner on 04/26/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 05/09/2018. The cost and expenses incurred were Five Hundred Twelve Dollars and Twenty Cents (\$512.20).

Section 76: Parcel No. 2092902018011000, Roger's Company 2nd Addition, West 120 Feet Lot 6, Block 1 located at 211 South Elm owned by Gerald T. Waggoner. Notice of violation was sent to the owner on 06/06/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 06/15/2017. The cost and expenses incurred were Three Hundred Sixty-Two Dollars and Twenty Cents (\$362.20).

Section 77: Parcel No. 2092902018011000, Roger's Company 2nd Addition, West 120 Feet Lot 6, Block 1 located at 211 South Elm owned by Gerald T. Waggoner. Notice of violation was sent to the owner on 04/25/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 05/09/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 78: Parcel No. 2092902018013000, Roger's Company 2nd Addition, West 55 Feet of Lots 11 and 12, Block 1 located at 303 East Euclid owned by Linda P. Piatkowski. Notice of violation was sent to the owner on 04/21/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 05/09/2017. The cost and expenses incurred were Three Hundred Twelve Dollars And Twenty Cents (\$312.20).

Section 79: Parcel No. 2092902018013000, Roger's Company 2nd Addition, West 55 Feet of Lots 11 and 12, Block 1 located at 303 East Euclid owned by Linda P. Piatkowski. Notice of violation was sent to the owner on 06/06/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 06/15/2017. The cost and expenses incurred were Three Hundred Twelve Dollars And Twenty Cents (\$312.20).

Section 80: Parcel No. 2092902018013000, Roger's Company 2nd Addition, West 55 Feet of Lots 11 and 12, Block 1 located at 303 East Euclid owned by Linda P. Piatkowski. Notice of violation was sent to the owner on 06/06/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 08/15/2017. The cost and expenses incurred were Three Hundred Twelve Dollars And Twenty Cents (\$312.20).

Section 81: Parcel No. 2092902018013000, Roger's Company 2nd Addition, West 55 Feet of Lots 11 and 12, Block 1 located at 303 East Euclid owned by Linda P. Piatkowski. Notice of violation was sent to the owner on 06/06/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 10/30/2017. The cost and expenses incurred were Three Hundred Twelve Dollars And Twenty Cents (\$312.20).

Section 82: Parcel No. 2092902018013000, Roger's Company 2nd Addition, West 55 Feet of Lots 11 and 12, Block 1 located at 303 East Euclid owned by Linda P. Piatkowski. Notice of violation was sent to the owner on 06/06/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 05/01/2018. The cost and expenses incurred were Three Hundred Twelve Dollars And Twenty Cents (\$312.20).

Section 83: Parcel No. 2092902028009000, Roger's Company 2nd Addition, Block 11, Lot 6 located at 506 South Elm owned by Adam J. Wilderman. Notice of violation was sent to the owner on 04/24/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 05/02/2017. The cost and expenses incurred were Three Hundred Twelve Dollars And Twenty Cents (\$312.20).

Section 84: Parcel No. 2092903005001000, Santa Fe 1st Addition, Lot 10 located at 213 East Park owned by Oaday Alazzeh. Notice of violation was sent to the owner on 04/25/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable

growth to be cut on 05/08/2018. The cost and expenses incurred were Five Hundred Twelve Dollars And Twenty Cents (\$512.20).

Section 85: Parcel No. 2092903013006000, Bresee Terrace Addition, Lot 56 located at 402 East Washington owned by Robert W. and Linda L. McBride. Notice of violation was sent to the owner on 04/24/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 04/26/2018. The cost and expenses incurred were Three Hundred Twelve Dollars And Twenty Cents (\$312.20).

Section 86: Parcel No. 2092903013006000, Bresee Terrace Addition, Lot 56 located at 402 East Washington owned by Beneficial. Notice of violation was sent to the owner on 05/24/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 06/27/2017. The cost and expenses incurred were Six Hundred Twelve Dollars And Twenty Cents (\$612.20).

Section 87: Parcel No. 2092903013006000, Bresee Terrace Addition, Lot 56 located at 402 East Washington owned by Beneficial. Notice of violation was sent to the owner on 05/24/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 09/22/2017. The cost and expenses incurred were Three Hundred Twelve Dollars And Twenty Cents (\$312.20).

Section 88: Parcel No. 2092903034015000, McCormick Subdivision to McCormick 2nd, Lots 84 and 84A located at 521 East Jackson owned by Kyle Simon. Notice of violation was sent to the owner on 09/14/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 10/03/2017. The cost and expenses incurred were Eight Hundred Eighty-Two Dollars and Seventy Cents (\$882.70).

Section 89: Parcel No. 2092904020013000, Bonview Addition, Block 8, Lot 11 located at 821 East Quincy owned by Stephani A. Knight. Notice of violation was sent to the owner on 04/27/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 05/10/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 90: Parcel No. 2092904020013000, Bonview Addition, Block 8, Lot 11 located at 821 East Quincy owned by Stephani A. Knight. Notice of violation was sent to the owner on 04/27/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 08/25/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 91: Parcel No. 2093001017006000, Pittsburg Original Town, West 54 Feet of Lot 489 and South 10 Feet of West 54 Feet of Lot 490, Block 42 located at 314 W 1st Street owned by Family Entertainment. Notice of violation was sent to the owner on 05/09/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 05/17/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 92: Parcel No. 2093001025003010, Pittsburg Original Town, West 68 Feet of Lots 399 and 400, Block 44 located at 101 South Walnut owned by Scott Kesinger. Notice of violation was sent to the owner on 05/05/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 05/17/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 93: Parcel No. 2093001025003010, Pittsburg Original Town, West 68 Feet of Lots 399 and 400, Block 44 located at 101 South Walnut owned by Scott Kesinger. Notice of violation was sent to the owner on 06/15/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 06/26/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 94: Parcel No. 2093001025003010, Pittsburg Original Town, West 68 Feet of Lots 399 and 400, Block 44 located at 101 South Walnut owned by Scott Kesinger. Notice of violation was sent to the owner on 06/15/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 08/14/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 95: Parcel No. 2093001025003010, Pittsburg Original Town, West 68 Feet of Lots 399 and 400, Block 44 located at 101 South Walnut owned by Scott Kesinger. Notice of violation was sent to the owner on 05/05/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 09/22/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 96: Parcel No. 2093001025003010, Pittsburg Original Town, West 68 Feet of Lots 399 and 400, Block 44 located at 101 South Walnut owned by Scott Kesinger. Notice of violation was sent to the owner on 05/05/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 04/27/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 97: Parcel No. 2093001025005000, Pittsburg Original Town, Beginning at the Southwestern Corner of Lot 397, Block 44, Thence North 62.5 Feet, East 65 Feet, South 62.5 Feet, West 65 Feet, To POB located at 212 West Rose owned by Melissa Utley. Notice of violation was sent to the owner on 05/09/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 05/17/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 98: Parcel No. 2093001025005000, Pittsburg Original Town, Beginning at the Southwestern Corner of Lot 397, Block 44, Thence North 62.5 Feet, East 65 Feet, South 62.5 Feet, West 65 Feet, To POB located at 212 West Rose owned by Melissa Utley. Notice of violation was sent to the owner on 06/15/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 06/28/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 99: Parcel No. 2093001025005000, Pittsburg Original Town, Beginning at the Southwestern Corner of Lot 397, Block 44, Thence North 62.5 Feet, East 65 Feet, South

62.5 Feet, West 65 Feet, To POB located at 212 West Rose owned by Melissa Utley. Notice of violation was sent to the owner on 06/15/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 08/14/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 100: Parcel No. 2093001025005000, Pittsburg Original Town, Beginning at the Southwestern Corner of Lot 397, Block 44, Thence North 62.5 Feet, East 65 Feet, South 62.5 Feet, West 65 Feet, To POB located at 212 West Rose owned by Melissa Utley. Notice of violation was sent to the owner on 06/15/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 09/22/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 101: Parcel No. 2093001034013000, Playter's Addition, Lot 110 located at 406 West Forest owned by Wilma Mays. Notice of violation was sent to the owner on 05/25/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 06/06/2017. The cost and expenses incurred were Six Hundred Sixty-Two Dollars and Twenty Cents (\$662.20).

Section 102: Parcel No. 2093001039002000, McCormick Addition, Block 1, Lot 13 located at 101 West Kansas owned by Gene Paul Frevele. Notice of violation was sent to the owner on 04/21/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 05/04/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 103: Parcel No. 2093001045016000, McCormick Addition, Block 3, Lot 121 located at 214 West Park owned by Philip Piccini. Notice of violation was sent to the owner on 10/16/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 11/08/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 104: Parcel No. 2093002003006000, Forest Park 2nd Addition, Lot 13 located at 811 West 4th Street owned by Debra Davis. Notice of violation was sent to the owner on 10/06/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 10/09/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 105: Parcel No. 2093002005014000, Forest Park Addition, Lot 38 located at 1006 West 3rd Street owned by Jackie Wadino. Notice of violation was sent to the owner on 04/18/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 05/02/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 106: Parcel No. 2093002006009000, Forest Park Addition, Lot 28 located at 1110 West 3rd Street owned by Justin L. Eichorn. Notice of violation was sent to the owner on 04/18/2017 and, after failing to comply, the City did cause weeds or obnoxious

vegetable growth to be cut on 04/25/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 107: Parcel No. 2093002009009000, Forest Park Addition, Lot 89 located at 914 West 2nd Street owned by Albert and Mary Catherine McCool. Notice of violation was sent to the owner on 04/13/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 04/24/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 108: Parcel No. 2093002009009000, Forest Park Addition, Lot 89 located at 914 West 2nd Street owned by Albert and Mary Catherine McCool. Notice of violation was sent to the owner on 04/13/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 06/28/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 109: Parcel No. 2093002009009000, Forest Park Addition, Lot 89 located at 914 West 2nd Street owned by Albert and Mary Catherine McCool. Notice of violation was sent to the owner on 04/13/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 07/28/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 110: Parcel No. 2093002009009000, Forest Park Addition, Lot 89 located at 914 West 2nd Street owned by Albert and Mary Catherine McCool. Notice of violation was sent to the owner on 04/13/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 09/19/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 111: Parcel No. 2093002009009000, Forest Park Addition, Lot 89 located at 914 West 2nd Street owned by Albert and Mary Catherine McCool. Notice of violation was sent to the owner on 04/13/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 06/15/2017. The cost and expenses incurred were Four Hundred Twelve Dollars and Twenty Cents (\$412.20).

Section 112: Parcel No. 2093002029006000, Jenness Subdivision to West Forest Addition, Lot 27 located at 402 Rose Harris owned by Darlene I. Lomax. Notice of violation was sent to the owner on 04/18/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 04/26/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 113: Parcel No. 2093002029006000, Jenness Subdivision to West Forest Addition, Lot 27 located at 402 Rose Harris owned by Darlene I. Lomax. Notice of violation was sent to the owner on 04/18/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 06/26/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 114: Parcel No. 2093002032016000, Forest Park 3rd Addition, Lot 103 located at 524 West Forest owned by Van H. Wilson. Notice of violation was sent to the owner on

04/21/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 04/28/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 115: Parcel No. 2093002034006000, Forest Park 3rd Addition, Lot 130 located at 611 West Forest owned by Stephen E. Blevins. Notice of violation was sent to the owner on 04/21/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 05/17/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 116: Parcel No. 2093003002031000, Lake View Addition, Beginning at the Northwest Corner of Lot 15, Thence East 300, South 91.9 Feet, West 125 Feet, South 3 Feet, West 175 Feet, North 103(S), To POB located at 504 South Chestnut owned by Angela R. Proffitt. Notice of violation was sent to the owner on 03/22/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 05/09/2017. The cost and expenses incurred were Nine Hundred Twelve Dollars and Twenty Cents (\$912.20).

Section 117: Parcel No. 2042004011015000, Hermann Addition, Block 6, Lot 20 located at 118 West Washington owned by Stanley D. Ross. Notice of violation was sent to the owner on 04/18/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 05/04/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

Section 118: Parcel No. 2093104007004000, Crowder-Webb Addition, Lot 4 located at 105 West Hudson owned by Stanley D. Ross. Notice of violation was sent to the owner on 09/29/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 10/03/2017. The cost and expenses incurred were Five Hundred Twelve Dollars and Twenty Cents (\$512.20).

Section 119: Parcel No. 2130502005004000, Random Acres Subdivision, Lot 41 located at 407 Thomas owned by Daniel L. Hallacy. Notice of violation was sent to the owner on 05/24/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 06/05/2017. The cost and expenses incurred were Four Hundred Twelve Dollars and Twenty Cents (\$412.20).

Section 120: Parcel No. 2130502005004000, Random Acres Subdivision, Lot 41 located at 407 Thomas owned by Daniel L. Hallacy. Notice of violation was sent to the owner on 08/22/2017 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 08/30/2017. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty Cents (\$312.20).

The City Clerk shall certify to the County Clerk of Crawford County, Kansas, the special assessments levied under Sections 1 through 120 of this Ordinance, and the County Clerk shall extend the same on the tax rolls of the County against said lots or parcels of land.

This Ordinance shall take effect and be in force from and after its passage and publication in the official City newspaper.

PASSED AND APPROVED this ___ day of August 2018

Jeremy Johnson, Mayor

ATTEST:

Tammy Nagel, City Clerk

8/07/2018 1:26 PM
 VENDOR SET: 99 City of Pittsburg, KS
 BANK: * ALL BANKS
 DATE RANGE: 7/18/2018 THRU 8/07/2018

A/P HISTORY CHECK REPORT

PAGE: 1

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	8/03/2018			182848		
C-CHECK	VOID CHECK	V	8/03/2018			182849		

* * 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:	2 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00
TOTAL ERRORS:	0			

VENDOR SET: 99 BANK: * TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
	2	0.00	0.00	0.00
BANK: * TOTALS:	2	0.00	0.00	0.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0026	STANDARD INSURANCE COMPANY	D	8/01/2018			000000		1,340.90
0224	KDOR	D	8/06/2018			000000		8,951.61
0321	KP&F	D	7/27/2018			000000		39,715.72
0728	ICMA	D	7/27/2018			000000		585.00
1050	KPERS	D	7/27/2018			000000		39,020.07
3079	COMMERCE BANK	D	7/30/2018			000000		48,862.74
3570	AMERICAN EXPRESS, INC	D	8/06/2018			000000		351.52
4520	ETS CORPORATION	D	8/02/2018			000000		8,917.32
5677	BANK OF AMERICA, INC	D	8/03/2018			000000		640.21
5904	TASC	D	7/27/2018			000000		6,307.80
6415	GREAT WEST TANDEM KPERS 457	D	7/27/2018			000000		4,046.00
6952	ADP INC	D	7/20/2018			000000		864.25
6952	ADP INC	D	7/27/2018			000000		5,867.85
6952	ADP INC	D	8/03/2018			000000		864.25
7285	ALLSTATE BENEFITS	D	7/30/2018			000000		783.63
7290	DELTA DENTAL OF KANSAS INC	D	7/20/2018			000000		1,204.40
7290	DELTA DENTAL OF KANSAS INC	D	7/27/2018			000000		1,410.80
7290	DELTA DENTAL OF KANSAS INC	D	8/03/2018			000000		2,175.80
7877	CORESOURCE	D	7/19/2018			000000		29,232.60
7877	CORESOURCE	D	7/26/2018			000000		25,729.77
7877	CORESOURCE	D	8/02/2018			000000		52,997.46
0046	ETTINGERS OFFICE SUPPLY	E	7/23/2018			001265		612.28

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0105	PITTSBURG AUTOMOTIVE INC	E	7/23/2018			001266		12.86
0133	JIM RADELL CONSTRUCTION INC	E	7/23/2018			001267		19,385.96
0276	JOE SMITH COMPANY, INC.	E	7/23/2018			001268		656.39
0286	R & R PRODUCTS INC	E	7/23/2018			001269		231.47
0289	TITLEIST	E	7/23/2018			001270		909.00
0292	UNIFIRST CORPORATION	E	7/23/2018			001271		44.70
0577	KANSAS GAS SERVICE	E	7/23/2018			001272		437.00
0597	MIDWEST MINERALS INC	E	7/23/2018			001273		72.53
0746	CDL ELECTRIC COMPANY INC	E	7/23/2018			001274		8,250.98
0823	TOUCHTON ELECTRIC INC	E	7/23/2018			001275		40.00
0844	HY-FLO EQUIPMENT CO	E	7/23/2018			001276		36.45
1445	WICHITA PUMP & SUPPLY CO INC	E	7/23/2018			001277		641.43
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	7/23/2018			001278		2,135.02
2161	RECORDED BOOKS, LLC	E	7/23/2018			001279		96.64
4307	HENRY KRAFT, INC.	E	7/23/2018			001280		64.04
4390	SPRINGFIELD JANITOR SUPPLY, IN	E	7/23/2018			001281		104.65
5049	CRH COFFEE INC	E	7/23/2018			001282		80.55
5640	CORRECT CARE SOLUTIONS LLC	E	7/23/2018			001283		36.00
5791	HOSPITAL DISTRICT #1 OF CRAWFO	E	7/23/2018			001284		225.78
5855	SHRED-IT US JV LLC	E	7/23/2018			001285		97.75
6017	BOUND TO STAY BOUND BOOKS INC	E	7/23/2018			001286		35.03
6528	GALE GROUP/CENGAGE	E	7/23/2018			001287		531.80

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6577	GREENSPRO INC	E	7/23/2018			001288		594.00
6595	AMAZON.COM, INC	E	7/23/2018			001289		18,808.37
6658	DAVIS-MOORE INC	E	7/23/2018			001290		98,284.00
7028	MATTHEW L. FRYE	E	7/23/2018			001291		400.00
7167	MAILFINANCE, INC	E	7/23/2018			001292		345.93
7361	3SI SECURITY SYSTEMS, INC	E	7/23/2018			001293		648.00
7572	OZARK MOUNTAIN ENERGY, INC	E	7/23/2018			001294		19,590.22
7615	MARY JO HARPER	E	7/23/2018			001295		273.00
7661	LOGAN WENDT	E	7/23/2018			001296		664.00
7667	BRENT'S ELECTRIC, LLC	E	7/23/2018			001297		212.38
7743	JACKIE D COLTRANE	E	7/23/2018			001298		5.00
7793	QUEENB TELEVISION OF KANSAS/MI	E	7/23/2018			001299		700.00
7926	FORT SCOTT COATINGS LLC	E	7/23/2018			001300		283.70
5340	COMMERCE BANK TRUST	E	7/30/2018			001301		41,113.45
0038	LEAGUE OF KANSAS MUNICIPALITIE	E	7/30/2018			001302		1,445.83
0046	ETTINGERS OFFICE SUPPLY	E	7/30/2018			001303		515.99
0054	JOPLIN SUPPLY COMPANY	E	7/30/2018			001304		4,818.97
0073	K P & P INC	E	7/30/2018			001305		85.00
0101	BUG-A-WAY INC	E	7/30/2018			001306		110.00
0105	PITTSBURG AUTOMOTIVE INC	E	7/30/2018			001307		1,721.57
0112	MARRONES INC	E	7/30/2018			001308		97.90
0117	THE MORNING SUN	E	7/30/2018			001309		102.10

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0128	VIA CHRISTI HOSPITAL	E	7/30/2018			001310		322.00
0133	JIM RADELL CONSTRUCTION INC	E	7/30/2018			001311		5,560.00
0142	HECKERT CONSTRUCTION CO INC	E	7/30/2018			001312		3,924.65
0181	INGRAM	E	7/30/2018			001313		24.56
0201	SPICER-ADAMS WELDING, INC.	E	7/30/2018			001314		232.75
0272	BO'S 1 STOP INC	E	7/30/2018			001315		3,876.24
0276	JOE SMITH COMPANY, INC.	E	7/30/2018			001316		332.93
0294	COPY PRODUCTS, INC.	E	7/30/2018			001317		1,122.98
0300	PITTSBURG FORD-MERCURY, INC.	E	7/30/2018			001318		43.90
0317	KUNSHEK CHAT & COAL CO, INC.	E	7/30/2018			001319		2,544.58
0328	KANSAS ONE-CALL SYSTEM, INC	E	7/30/2018			001320		994.80
0409	WISEMAN'S DISCOUNT TIRE INC	E	7/30/2018			001321		95.00
0410	P & W GOLF SUPPLY, LLC	E	7/30/2018			001322		450.85
0628	KC BOBCAT	E	7/30/2018			001323		1,043.26
0659	PAYNES INC	E	7/30/2018			001324		446.75
0709	PURVIS INDUSTRIES LTD	E	7/30/2018			001325		52.29
0746	CDL ELECTRIC COMPANY INC	E	7/30/2018			001326		1,611.46
0806	JOHN L CUSSIMANIO	E	7/30/2018			001327		215.00
0823	TOUCHTON ELECTRIC INC	E	7/30/2018			001328		20.00
0844	HY-FLO EQUIPMENT CO	E	7/30/2018			001329		99.54
0866	AVFUEL CORPORATION	E	7/30/2018			001330		21,554.40
1097	BARCO MUNICIPAL PRODUCTS INC	E	7/30/2018			001331		356.51

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1478	KANSASLAND TIRE OF PITTSBURG	E	7/30/2018			001332		526.84
1576	PAVING MAINTENANCE SUPPLY INC	E	7/30/2018			001333		3,712.50
1792	B&L WATERWORKS SUPPLY, LLC	E	7/30/2018			001334		7,590.85
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	7/30/2018			001335		498.91
2161	RECORDED BOOKS, LLC	E	7/30/2018			001336		195.70
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	7/30/2018			001337		1,657.86
2767	BRENNTAG SOUTHWEST, INC	E	7/30/2018			001338		1,396.00
2841	KDHE	E	7/30/2018			001339		1,440.00
2960	PACE ANALYTICAL SERVICES INC	E	7/30/2018			001340		1,459.00
3248	AIRGAS USA LLC	E	7/30/2018			001341		355.61
3261	PITTSBURG AUTO GLASS	E	7/30/2018			001342		175.00
3802	BRENNTAG MID-SOUTH INC	E	7/30/2018			001343		2,259.00
3971	FASTENAL COMPANY	E	7/30/2018			001344		62.19
4603	KANSAS GOLF AND TURF INC	E	7/30/2018			001345		956.89
5275	US LIME COMPANY-ST CLAIR	E	7/30/2018			001346		4,437.86
5482	JUSTIN HART	E	7/30/2018			001347		53.76
5855	SHRED-IT US JV LLC	E	7/30/2018			001348		198.00
6117	ALEXANDER OPEN SYSTEMS, INC	E	7/30/2018			001349		43.75
6175	HENRY C MENGHINI	E	7/30/2018			001350		900.00
6193	JOHNSEN CORROSION ENGINEERING,	E	7/30/2018			001351		2,100.00
6402	BEAN'S TOWING & AUTO BODY	E	7/30/2018			001352		2,804.20
6524	ELLIOTT EQUIPMENT COMPANY	E	7/30/2018			001353		141.70

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6777	DH PACE CO	E	7/30/2018			001354		3,844.46
6851	SCHULTE SUPPLY INC	E	7/30/2018			001355		625.57
7038	SIGNET COFFEE ROASTERS	E	7/30/2018			001356		41.25
7284	TRANSYSTEMS CORPORATION	E	7/30/2018			001357		7,018.30
7427	OLSSON ASSOCIATES, INC	E	7/30/2018			001358		4,467.61
7565	HARBIN FISH & BAIT FARM	E	7/30/2018			001359		1,000.00
7667	BRENT'S ELECTRIC, LLC	E	7/30/2018			001360		130.00
7806	CORE & MAIN LP	E	7/30/2018			001361		5,427.86
7841	AD-WEAR & SPECIALTY OF TEXAS I	E	7/30/2018			001362		564.52
0046	ETTINGERS OFFICE SUPPLY	E	8/06/2018			001474		659.34
0054	JOPLIN SUPPLY COMPANY	E	8/06/2018			001475		21.87
0084	INTERSTATE EXTERMINATOR, INC.	E	8/06/2018			001476		455.00
0101	BUG-A-WAY INC	E	8/06/2018			001477		60.00
0105	PITTSBURG AUTOMOTIVE INC	E	8/06/2018			001478		840.12
0112	MARRONES INC	E	8/06/2018			001479		42.70
0142	HECKERT CONSTRUCTION CO INC	E	8/06/2018			001480		9,131.57
0207	PEPSI-COLA BOTTLING CO OF PITT	E	8/06/2018			001481		73.65
0276	JOE SMITH COMPANY, INC.	E	8/06/2018			001482		983.38
0335	CUSTOM AWARDS, LLC	E	8/06/2018			001483		139.02
0534	TYLER TECHNOLOGIES INC	E	8/06/2018			001484		390.00
0571	WILBERT MFG. & SUPPLY	E	8/06/2018			001485		69.00
0631	TRI-STATE BUILDING & SUPPLY CO	E	8/06/2018			001486		16,041.50

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0726	PITTSBURG STATE UNIVERSITY	E	8/06/2018			001487		12,686.24
0779	PITTSBURG COMMUNITY THEATRE	E	8/06/2018			001488		9,159.35
0806	JOHN L CUSSIMANIO	E	8/06/2018			001489		306.00
0823	TOUCHTON ELECTRIC INC	E	8/06/2018			001490		210.00
0844	HY-FLO EQUIPMENT CO	E	8/06/2018			001491		340.00
0866	AVFUEL CORPORATION	E	8/06/2018			001492		22,522.71
1445	WICHITA PUMP & SUPPLY CO INC	E	8/06/2018			001493		352.77
1478	KANSASLAND TIRE OF PITTSBURG	E	8/06/2018			001494		181.62
2161	RECORDED BOOKS, LLC	E	8/06/2018			001495		637.52
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	8/06/2018			001496		5,166.68
2960	PACE ANALYTICAL SERVICES INC	E	8/06/2018			001497		170.00
2994	COMMERCIAL AQUATIC SERVICE INC	E	8/06/2018			001498		2,680.86
4307	HENRY KRAFT, INC.	E	8/06/2018			001499		288.18
4354	LIFESTYLE LEASING INC	E	8/06/2018			001500		9,627.00
4489	WEIS FIRE & SAFETY EQUIP. CO.,	E	8/06/2018			001501		404.00
5014	MID-AMERICA SANITATION	E	8/06/2018			001502		903.08
6117	ALEXANDER OPEN SYSTEMS, INC	E	8/06/2018			001503		3,299.10
6175	HENRY C MENGHINI	E	8/06/2018			001504		352.50
6341	INDUSTRIAL SEALING & LUBRICATI	E	8/06/2018			001505		496.95
6528	GALE GROUP/CENGAGE	E	8/06/2018			001506		39.18
6577	GREENSPRO INC	E	8/06/2018			001507		165.00
6630	PATRICK WALKER	E	8/06/2018			001508		140.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6772	INDUSTRIAL CRATING INC	E	8/06/2018			001509		2,000.00
6777	DH PACE CO	E	8/06/2018			001510		915.44
6822	ELIZABETH BRADSHAW	E	8/06/2018			001511		337.60
6995	SUMMER WARREN	E	8/06/2018			001512		80.00
7028	MATTHEW L. FRYE	E	8/06/2018			001513		400.00
7038	SIGNET COFFEE ROASTERS	E	8/06/2018			001514		41.25
7100	FIRST UNITED METHODIST CHURCH	E	8/06/2018			001515		2,255.71
7283	CORESOURCE, INC	E	8/06/2018			001516		43,151.40
7378	D & M IRON WORKS	E	8/06/2018			001517		2,595.00
7407	LIMELIGHT MARKETING LLC	E	8/06/2018			001518		6,283.00
7427	OLSSON ASSOCIATES, INC	E	8/06/2018			001519		20,899.76
7478	KENNETH PERRIN	E	8/06/2018			001520		1,403.85
7559	MEGAN LYNN MUNGER	E	8/06/2018			001521		102.00
7629	EARLES ENGINEERING & INSPECTIO	E	8/06/2018			001522		590.00
7667	BRENT'S ELECTRIC, LLC	E	8/06/2018			001523		65.00
7705	JOANNA L DERFELT	E	8/06/2018			001524		1,000.00
7841	AD-WEAR & SPECIALTY OF TEXAS I	E	8/06/2018			001525		502.79
7852	TRIA HEALTH, LLC	E	8/06/2018			001526		1,185.28
7941	HUGH J JOHNSON	E	8/06/2018			001527		30.00
7942	CORDELL DOW	E	8/06/2018			001528		30.00
6956	BSN SPORTS, INC	R	7/20/2018			182750		306.94
7909	DAKOTA CAUDLE	R	7/20/2018			182751		73.50

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6545	CENTER POINT INC	R	7/20/2018			182752		390.17
1616	CITY OF PITTSBURG	R	7/20/2018			182753		20.00
4263	COX COMMUNICATIONS KANSAS LLC	R	7/20/2018			182754		22.58
7551	INNOVATIVE CONCESSIONS ENTERPR	R	7/20/2018			182755		514.80
7939	JOHN M WARREN INC	R	7/20/2018			182756		449.37
7190	LEXISNEXIS RISK DATA MANAGEMEN	R	7/20/2018			182757		381.92
7722	DEVIN MCAFEE	R	7/20/2018			182758		252.00
7937	MCPHERSON CONCRETE STORAGE SYS	R	7/20/2018			182759		4,616.96
7716	JORDAN MEADOWS	R	7/20/2018			182760		1,830.00
7697	MARTIN MEDINA	R	7/20/2018			182761		275.00
7938	ROSANO DEL PILAR MENDEZ	R	7/20/2018			182762		25.00
1	PITTSBURG TENNIS BOOSTERS	R	7/20/2018			182763		226.50
0175	REGISTER OF DEEDS	R	7/20/2018			182764		21.00
0188	SECRETARY OF STATE	R	7/20/2018			182765		25.00
0188	SECRETARY OF STATE	R	7/20/2018			182766		25.00
7270	SECURITY 1ST TITLE, LLC	R	7/20/2018			182767		720.00
1108	WESTAR ENERGY	R	7/20/2018			182768		1,085.34
0380	KANSAS DEPARTMENT OF REVENUE	R	7/27/2018			182785		100.00
5561	AT&T MOBILITY	R	7/27/2018			182786		131.20
7330	ATHCO, LLC	R	7/27/2018			182787		925.00
6956	BSN SPORTS, INC	R	7/27/2018			182788		163.40
7441	BUTLER COMMUNICATIONS, LLC	R	7/27/2018			182789		24,643.93

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6545	CENTER POINT INC	R	7/27/2018			182790		25.32
0146	CHAPMAN'S LOCKSMITHING	R	7/27/2018			182791		77.00
0748	CONRAD FIRE EQUIPMENT INC	R	7/27/2018			182792		2,172.19
0375	WICHITA WATER CONDITIONING, IN	R	7/27/2018			182793		11.50
6358	FIRE X INC	R	7/27/2018			182794		94.00
7551	INNOVATIVE CONCESSIONS ENTERPR	R	7/27/2018			182795		1,210.00
3465	KANSAS DEPARTMENT OF TRANSPORT	R	7/27/2018			182796		6,488.58
6750	HW LOCHNER, BWR DIVISION	R	7/27/2018			182797		27,202.46
7927	MCQUEENY GROUP INC	R	7/27/2018			182798		3,808.90
7938	ROSANO DEL PILAR MENDEZ	R	7/27/2018			182799		25.00
7392	ASSURECO RISK MANAGEMENT & REG	R	7/27/2018			182800		350.00
7151	TOTALFUNDS	R	7/27/2018			182801		1,500.00
7126	RASCHIG USA, INC	R	7/27/2018			182802		23,690.00
6806	RED MUNICIPAL & INDUSTRIAL EQU	R	7/27/2018			182803		179.61
0175	REGISTER OF DEEDS	R	7/27/2018			182804		21.00
7270	SECURITY 1ST TITLE, LLC	R	7/27/2018			182805		240.00
0349	UNITED WAY OF CRAWFORD COUNTY	R	7/27/2018			182806		57.85
7053	U.S. PEROXIDE, LLC	R	7/27/2018			182807		950.00
1108	WESTAR ENERGY	R	7/27/2018			182808		3,165.10
5371	PITTSBURG FAMILY YMCA	R	7/27/2018			182809		328.12
2004	AIRE-MASTER OF AMERICA, INC.	R	8/03/2018			182824		17.22
7441	BUTLER COMMUNICATIONS, LLC	R	8/03/2018			182825		20,985.20

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4263	COX COMMUNICATIONS KANSAS LLC	R	8/03/2018			182826		37.29
4263	COX COMMUNICATIONS KANSAS LLC	R	8/03/2018			182827		78.28
7517	CRAW-KAN TELEPHONE COOPERATIVE	R	8/03/2018			182828		1,406.96
0375	WICHITA WATER CONDITIONING, IN	R	8/03/2018			182829		62.40
6740	FELD FIRE	R	8/03/2018			182830		1,294.00
7935	CANDACE BREWSTER GAYOSO	R	8/03/2018			182831		1,000.00
0845	JOCK'S NITCH	R	8/03/2018			182832		400.00
1	KING, KRISTEN	R	8/03/2018			182833		16.00
1	LUCKY-BUT LAWN CARE, LLC	R	8/03/2018			182834		40.00
7697	MARTIN MEDINA	R	8/03/2018			182835		275.00
7287	JASON MIORI	R	8/03/2018			182836		337.50
0175	REGISTER OF DEEDS	R	8/03/2018			182837		21.00
0175	REGISTER OF DEEDS	R	8/03/2018			182838		21.00
0175	REGISTER OF DEEDS	R	8/03/2018			182839		21.00
0175	REGISTER OF DEEDS	R	8/03/2018			182840		21.00
0175	REGISTER OF DEEDS	R	8/03/2018			182841		21.00
0188	SECRETARY OF STATE	R	8/03/2018			182842		249.00
7270	SECURITY 1ST TITLE, LLC	R	8/03/2018			182843		480.00
7201	BOB TORBETT	R	8/03/2018			182844		36.00
2916	US CELLULAR	R	8/03/2018			182845		98.86
5589	VERIZON WIRELESS SERVICES, LLC	R	8/03/2018			182846		228.50
2350	WASTE CORPORATION OF MISSOURI	R	8/03/2018			182847		920.56

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1108	WESTAR ENERGY	R	8/03/2018			182850		220.52

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	69	137,109.53	0.00	137,109.53
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	21	279,869.70	0.00	279,869.70
EFT:	153	509,471.33	0.00	509,471.33
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00	
		VOID CREDITS	0.00	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: 80144TOTALS:	243	926,450.56	0.00	926,450.56
BANK: 80144 TOTALS:	243	926,450.56	0.00	926,450.56

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7579	ROBERT COBB	E	8/02/2018			001363		632.00
7581	REX LINVILLE	E	8/02/2018			001364		212.00
7717	LAWRENCE E GIGER	E	8/02/2018			001365		573.00
7837	CHANTAL SARKY	E	8/02/2018			001366		300.00
0372	CONNER REALTY	E	8/02/2018			001367		702.00
0855	CHARLES HOSMAN	E	8/02/2018			001368		24.00
1008	BENJAMIN M BEASLEY	E	8/02/2018			001369		1,657.00
1231	JOHN LOVELL	E	8/02/2018			001370		1,230.00
1609	PHILLIP H O'MALLEY	E	8/02/2018			001371		3,898.00
1638	VERNON W PEARSON	E	8/02/2018			001372		443.00
1688	DORA WARE	E	8/02/2018			001373		259.00
1982	KENNETH N STOTTS, SR	E	8/02/2018			001374		820.00
2304	DENNIS HELMS	E	8/02/2018			001375		335.00
2624	ESTATE OF JAMES ZIMMERMAN	E	8/02/2018			001376		200.00
2850	VENITA STOTTS	E	8/02/2018			001377		550.00
2913	KENNETH N STOTTS JR	E	8/02/2018			001378		272.00
3067	STEVE BITNER	E	8/02/2018			001379		3,341.00
3082	JOHN R JONES	E	8/02/2018			001380		350.00
3114	PATRICIA BURLESON	E	8/02/2018			001381		1,068.00
3142	COMMUNITY MENTAL HEALTH CENTER	E	8/02/2018			001382		1,008.00
3162	THOMAS A YOAKAM	E	8/02/2018			001383		221.00
3193	WILLIAM CROZIER	E	8/02/2018			001384		613.00

VENDOR SET: 99 City of Pittsburg, KS
BANK: HAP BMO HARRIS BANK-HAP
DATE RANGE: 7/18/2018 THRU 8/07/2018

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3218	CHERYL L BROOKS	E	8/02/2018			001385		371.00
3272	DUNCAN HOUSING LLC	E	8/02/2018			001386		3,713.18
3273	RICHARD F THENIKL	E	8/02/2018			001387		808.00
3294	JOHN R SMITH	E	8/02/2018			001388		322.00
3593	REMINGTON SQUARE APARTMENTS ,	E	8/02/2018			001389		6,201.00
3668	MID AMERICA PROPERTIES OF PITT	E	8/02/2018			001390		4,443.00
3724	YVONNE L. ZORNES	E	8/02/2018			001391		597.00
3746	JAROLD BONBRAKE	E	8/02/2018			001392		483.00
3946	THOMAS E SPURGEON	E	8/02/2018			001393		620.00
4054	MICHAEL A SMITH	E	8/02/2018			001394		1,867.00
4177	MT RENTALS LLC	E	8/02/2018			001395		483.00
4218	MEADOWLARK TOWNHOUSES	E	8/02/2018			001396		2,641.00
4492	PITTSBURG SENIORS	E	8/02/2018			001397		3,402.00
4786	JENNIFER STANLEY	E	8/02/2018			001398		540.00
4928	PITTSBURG STATE UNIVERSITY	E	8/02/2018			001399		744.00
5039	VANETA MATHIS	E	8/02/2018			001400		269.00
5227	HELEN R BROYLES	E	8/02/2018			001401		238.00
5393	CARLOS ANGELES	E	8/02/2018			001402		2,464.00
5549	DELBERT BAIR	E	8/02/2018			001403		295.00
5653	PEGGY HUNT	E	8/02/2018			001404		109.00
5656	EARL HARTMAN	E	8/02/2018			001405		800.00
5658	DEANNA J HIGGINS	E	8/02/2018			001406		189.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5676	BARBARA TODD	E	8/02/2018			001407		51.00
5796	JOHN A ESLICK	E	8/02/2018			001408		600.00
5834	DENNIS TROUT	E	8/02/2018			001409		221.00
5885	CHARLES T GRAVER	E	8/02/2018			001410		390.00
5906	JOHN HINRICHS	E	8/02/2018			001411		268.00
5957	PASTEUR PROPERTIES LLC	E	8/02/2018			001412		4,296.00
5961	LARRY VANBECELAERE	E	8/02/2018			001413		425.00
6002	SALLY THRELFALL	E	8/02/2018			001414		351.00
6090	RANDAL BENNEFELD	E	8/02/2018			001415		598.00
6130	T & K RENTALS LLC	E	8/02/2018			001416		433.00
6150	JAMES L COX RENTALS	E	8/02/2018			001417		577.00
6161	MICHAEL J STOTTS	E	8/02/2018			001418		171.00
6172	ANDREW ALEX WACHTER	E	8/02/2018			001419		293.00
6227	REGGIE BOLLINGER	E	8/02/2018			001420		736.00
6269	EDWARD SWOR	E	8/02/2018			001421		553.00
6295	DAVID L PETERSON	E	8/02/2018			001422		1,619.00
6298	KEVAN L SCHUPBACH	E	8/02/2018			001423		7,933.00
6306	BALKANS DEVELOPMENT LLC	E	8/02/2018			001424		503.00
6322	R JAMES BISHOP	E	8/02/2018			001425		901.00
6391	DOWNTOWN PITTSBURG HOUSING PAR	E	8/02/2018			001426		1,495.00
6394	KEVIN HALL	E	8/02/2018			001427		2,121.00
6441	HEATHER D MASON	E	8/02/2018			001428		902.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6464	PRO X PROPERTY SOLUTIONS, LLC	E	8/02/2018			001429		4,183.00
6657	OZARKS AREA COMMUNITY ACTION C	E	8/02/2018			001430		449.63
6673	JUDITH A COLLINS	E	8/02/2018			001431		650.00
6694	DELBERT BAIR	E	8/02/2018			001432		474.00
6708	CHARLES MERTZ	E	8/02/2018			001433		90.00
6726	BEAU JEPSON	E	8/02/2018			001434		893.00
6868	DAVID SIMPSON (308)	E	8/02/2018			001435		210.00
6886	DELBERT BAIR	E	8/02/2018			001436		479.00
6916	STILWELL HERITAGE & EDUCATIONA	E	8/02/2018			001437		3,502.00
6953	CARL ULEPICH	E	8/02/2018			001438		302.00
7024	KIMBERLY GRISSOM	E	8/02/2018			001439		550.00
7027	CALVIN THOMAS	E	8/02/2018			001440		254.01
7083	PITTSBURG HEIGHTS, LP	E	8/02/2018			001441		5,408.00
7112	RANDY VILELA	E	8/02/2018			001442		793.00
7220	TIMOTHY ADAM	E	8/02/2018			001443		113.00
7222	MICHAEL WILBER	E	8/02/2018			001444		241.00
7294	AMMP PROPERTIES, LLC	E	8/02/2018			001445		781.00
7312	JASON HARRIS	E	8/02/2018			001446		466.00
7326	RANDY ALLEE	E	8/02/2018			001447		301.00
7344	TERRY O BARTLOW	E	8/02/2018			001448		307.00
7524	SOUTHEAST KANSAS COMMUNITY ACT	E	8/02/2018			001449		247.00
7582	KIRK A DUNCAN	E	8/02/2018			001450		320.00

VENDOR SET: 99 City of Pittsburg, KS
BANK: HAP BMO HARRIS BANK-HAP
DATE RANGE: 7/18/2018 THRU 8/07/2018

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7612	ENDICOTT RENTALS, LLC	E	8/02/2018			001451		720.00
7645	SEWARD RENTALS, LLC	E	8/02/2018			001452		692.00
7654	ALICIA PEINE	E	8/02/2018			001453		3,438.32
7659	CHARLES R ALLEN	E	8/02/2018			001454		781.00
7668	JOHN BEST	E	8/02/2018			001455		740.00
7669	CHARLES GILMORE	E	8/02/2018			001456		297.00
7741	SUSAN E ADAMS	E	8/02/2018			001457		217.00
7777	DELBERT BAIR	E	8/02/2018			001458		380.00
7781	TAWIL PROPERTIES, LLC	E	8/02/2018			001459		317.00
7805	KIRK DARROW	E	8/02/2018			001460		316.00
7861	CLARENCE M TRENT 2017 FAMILY T	E	8/02/2018			001461		238.00
7864	CB HOMES LLC	E	8/02/2018			001462		904.00
7866	JAMES MICHAEL HORTON	E	8/02/2018			001463		526.00
7913	DANIEL CANADY	E	8/02/2018			001464		384.00
7915	DENNY L GRISSOM	E	8/02/2018			001465		1,522.58
7934	DIANA L OERTLE	E	8/02/2018			001466		455.50
6585	CLASS HOMES 1 LLC	R	8/01/2018			182816		141.00
6182	ALAN FELDHAUSEN	R	8/01/2018			182817		449.00
7616	STEVE KUPLEN	R	8/01/2018			182818		2,633.25
1601	GRAIG MOORE	R	8/01/2018			182819		1,401.00
1800	DAN RODABAUGH	R	8/01/2018			182820		1,286.00
6451	NAZAR SAMAN	R	8/01/2018			182821		352.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0472	LARRY SPRESSER, LLC	R	8/01/2018			182822		501.00
4636	WESTAR ENERGY, INC. (HAP)	R	8/01/2018			182823		1,296.52

* * T O T A L S * *	NO			INVOICE AMOUNT		DISCOUNTS		CHECK AMOUNT
REGULAR CHECKS:	8			8,059.77		0.00		8,059.77
HAND CHECKS:	0			0.00		0.00		0.00
DRAFTS:	0			0.00		0.00		0.00
EFT:	104			108,686.22		0.00		108,686.22
NON CHECKS:	0			0.00		0.00		0.00
VOID CHECKS:	0 VOID DEBITS		0.00					
	VOID CREDITS		0.00	0.00		0.00		

TOTAL ERRORS: 0

	NO			INVOICE AMOUNT		DISCOUNTS		CHECK AMOUNT
VENDOR SET: 99 BANK: HAP TOTALS:	112			116,745.99		0.00		116,745.99
BANK: HAP TOTALS:	112			116,745.99		0.00		116,745.99

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3668	MID AMERICA PROPERTIES OF PITT	E	8/02/2018			001467		825.00
4013	KNIGHTS OF COLUMBUS TOWERS	E	8/02/2018			001468		387.00
5393	CARLOS ANGELES	E	8/02/2018			001469		700.00
5534	SYCAMORE VILLAGE APARTMENTS	E	8/02/2018			001470		1,254.00
7654	ALICIA PEINE	E	8/02/2018			001471		700.00
7668	JOHN BEST	E	8/02/2018			001472		425.00
7915	DENNY L GRISSOM	E	8/02/2018			001473		700.00

* * 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:	7	4,991.00	0.00	4,991.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: TBRA TOTALS:	7	4,991.00	0.00	4,991.00
BANK: TBRA TOTALS:	7	4,991.00	0.00	4,991.00
REPORT TOTALS:	362	1,048,187.55	0.00	1,048,187.55

Passed and approved this 14th day of August, 2018.

Jeremy Johnson, Mayor

ATTEST:

Tammy Nagel, City Clerk

Interoffice Memorandum

TO: Daron Hall, City Manager

FROM: Jamie Clarkson, Finance Director

DATE: August 7, 2018

SUBJECT: Budget Hearing for the 2019 Budget

As required by Kansas statute, a “Notice of Budget Hearing” is to be published in the City’s official newspaper at least 10 days prior to a scheduled public hearing. The City of Pittsburg published the “Notice of Budget Hearing” on July 31, 2018 in The Morning Sun. The notice of budget hearing document contains the 2019 budget expenditures.

After the public budget hearing staff is requesting that the 2019 budget be adopted and that the budget certificate be signed by the governing body.

cc: Tammy Nagel, City Clerk

AFFIDAVIT OF PUBLICATION

(Published in the Morning Sun on July 31, 2018)

2019

NOTICE OF BUDGET HEARING

The governing body of

City of Pittsburg

will meet on August 14, 2018 at 5:30 P.M. at Law Enforcement Center for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds and the amount of ad valorem tax.

Detailed budget information is available at City Hall and will be available at this hearing.

BUDGET SUMMARY

Proposed Budget 2019 Expenditures and Amount of Current Year Estimate for 2018 Ad Valorem Tax establish the maximum limits of the 2019 budget. Estimated Tax Rate is subject to change depending on the final assessed valuation

FUND	Prior Year Actual for 2017		Current Year Estimate for 2018		Proposed Budget for 2019		
	Expenditures	Actual Tax Rate*	Expenditures	Actual Tax Rate*	Budget Authority for Expenditures	Amount of 2018 Ad Valorem Tax	Estimate Tax Rate*
General	21,550,280	36.946	22,134,190	36.961	27,763,327	4,828,338	36.961
Debt Service	6,066,095	8.427	3,961,950	8.504	4,437,370	1,110,383	8.500
Library	775,410	6.166	873,171	6.002	1,266,127	783,800	6.000
Special Highway	2,462,518		3,314,842		3,724,786		
Special Alcohol & Drug	88,499		122,500		159,470		
Special Parks & Recreation	93,108		100,000		100,000		
Public Utility	7,731,743		8,530,813		10,466,797		
Stormwater	704,770		952,680		1,141,698		
Section 8 Programs	1,485,969		1,498,126		1,492,150		
Economic Development	1,812,447		2,158,926		3,527,078		
Totals	42,770,839	51.539	43,647,198	51.467	54,078,803	6,722,521	51.461
Less: Transfers	9,204,110		7,201,436		7,327,470		
Net Expenditure	33,566,729		36,445,762		46,751,333		
Total Tax Levied	6,183,482		6,597,188		XXXXXXXXXXXXXXXXXXXX		
Assessed Valuation	119,976,319		128,182,295		130,633,323		

Outstanding Indebtedness,

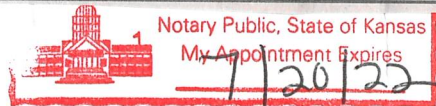
January 1,

	2016	2017	2018
G.O. Bonds	19,395,000	26,690,000	24,190,000
KDH&E Loans	4,756,352	3,873,650	3,873,650
Other	5,540,000	4,920,000	4,920,000
Lease Purchase Principal	1,845,535	1,639,850	1,426,594
Total	31,536,887	37,123,500	34,410,244

*Tax rates are expressed in mills

Tammy Nagel

City Official Title: City Clerk



} SS.

orn, Deposes and says:

orning Sun, a daily Newspaper printed in the State of eral circulation in Crawford County, Kansas, with a general awford County, Kansas, and that said newspaper is not a l.

ublished at least weekly 50 times a year; has been so tedly in said county and state for a period of more than five aid notice; and has been admitted at the post office of second class matter.

true copy thereof and was published in the regular and one (1) , consecutive day , the first oresaid on the 31st day of July , 2018 , made on the following dates:

5th _____,

6th _____,

7th _____,

Publisher

ne this

day of

3rd August

Notary Public

My commission expires:

7/20/2022

Printer's fee:

\$ 143.99

Additional copies

\$ _____

CERTIFICATE

To the Clerk of Crawford, State of Kansas

We, the undersigned, officers of

City of Pittsburg

- certify that: (1) the hearing mentioned in the attached publication was held;
 (2) after the Budget Hearing this budget was duly approved and adopted as the maximum expenditure for the various funds for the year 2019; and
 (3) the Amount(s) of -1 Ad Valorem Tax are within statutory limitations.

		2019 Adopted Budget		
		Budget Authority for Expenditures	Amount of -1 Ad Valorem Tax	County Clerk's Use Only
Table of Contents:		Page No.		
Computation to Determine Limit fo 2019		2,3		
Allocation of MVT, RVT, and 16/20M Veh Tax		4		
Schedule of Transfers		5		
Statement of Indebtedness		6		
Statement of Lease-Purchases		7		
Computation to Determine State Library Grant		8		
Fund	K.S.A.			
General	12-101a	9,10	27,763,327	4,828,338
Debt Service	10-113	11	4,437,370	1,110,383
Library	12-1220	11	1,266,127	783,800
Special Highway		12	3,724,786	
Special Alcohol & Drug		12	159,470	
Special Parks & Recreation		12	100,000	
Water / Wastewater Utility		13	10,466,797	
Stormwater Utility		13	1,141,698	
Section 8 Programs		14	1,492,150	
Economic Development		14	3,527,078	
Non-Budgeted Funds		15		
Totals		xxxxxxx	54,078,803	6,722,521
Election Required - Review HB2088 Template.			No	County Clerk's Use Only
Budget Summary		16		
				Nov 1, -1 Total Assessed Valuation

Assisted by:

Address:

Email:

Date Attested: _____, 2018

County Clerk

Governing Body

TO: Daron Hall, City Manager

From: Quentin Holmes, Director of Community Development and Housing

Date: August 8, 2018

Subject: Memo Agenda Item August 14, 2018

In October of 2015, the City of Pittsburg and Pittsburg State University exchanged land they each owned. The University was interested in land owned by the City with frontage on Centennial Road, and the City was interested in land owned by the University suitable for residential development. The land exchange was negotiated to include parcels of equal value.

A recent housing study and subsequent analysis strongly indicated a need for additional housing in Pittsburg; however, there has been little residential development in many years. To encourage additional housing, the City utilized the Rural Housing Incentive District program created by the State. In November, 2015, the land acquired through the exchange was included in the program, along with several other tracts of land, both privately and publicly owned.

During this time, to generate interest in residential development, the City undertook a marketing campaign with the goal of attracting developers. Shortly thereafter, Micky Vena of P&L Development expressed interest in developing the aforementioned property and began following the necessary actions to create the plans for a housing development commonly referred to as Silverback Landing.

After significant time spent planning and preparing, the final plat was brought before the Planning Commission/Board of Zoning Appeals on June 27, 2018 for approval. Upon the approval of the board, the plat was then submitted to the Pittsburg City Commission on July 10, 2018 where it was approved.

The culmination of these events brings us to the following documents; Resolution 1206, Funding Agreement, Development Plan (in substantial form), and Development Agreement (in substantial form)

The City Commission is being asked to consider the Resolution and Funding Agreement for approval on August 14th. The Resolution and Funding Agreement open a comment period and establish a public hearing regarding the Silverback Landing development. The final Development Plan and Development Agreement will be presented for approval in September but are included here in substantially complete form to provide more details about the development.

RESOLUTION NO. 1206

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF PITTSBURG, KANSAS, DETERMINING THAT THE CITY IS CONSIDERING ESTABLISHING A RURAL HOUSING INCENTIVE DISTRICT WITHIN THE CITY AND ADOPTING A PLAN FOR THE DEVELOPMENT OF HOUSING AND PUBLIC FACILITIES IN SUCH PROPOSED DISTRICT; ESTABLISHING THE DATE AND TIME OF A PUBLIC HEARING ON SUCH MATTER, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH PUBLIC HEARING (SILVERBACK LANDING PHASE 1 RURAL HOUSING INCENTIVE DISTRICT- P & L DEVELOPMENT, LLC)

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, the City of Pittsburg, Kansas (the “City”) has an estimated population under 60,000 and is located in Crawford County, Kansas, which has an estimated population under 80,000, and therefore constitutes a city as said term is defined in the Act; and

WHEREAS, the governing body of the City (the “Governing Body”) has performed a Housing Needs Analysis, dated October 2015 (the “Analysis”), a copy of which is on file in the office of the City Clerk; and

WHEREAS, the Governing Body adopted Resolution No. 1178 on November 10, 2015, 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 the Analysis to the Kansas Department of Commerce in accordance with the Act; and

WHEREAS, the Secretary of the Kansas Department of Commerce, pursuant to a letter dated February 5, 2016, authorized the City to proceed with the establishment of a rural housing incentive district pursuant to the Act; and

WHEREAS, the City has caused to be prepared a plan (the “Plan”) for the development or redevelopment of housing and public facilities in the proposed Silverback Landing Phase 1 Rural Housing Incentive District (P & L Development, LLC) (the “District”) in accordance with the provisions of the Act; and

WHEREAS, the Plan includes:

1. The legal description and map required by K.S.A. 12-5244(a).
2. The existing assessed valuation of the real estate in the proposed District listing the land and improvement value 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, which shows the public benefit derived from the District will exceed the costs and that the income therefrom, together with all public and private sources of funding, will be sufficient to pay for the public improvements that may be undertaken in the District.

WHEREAS, the Governing Body proposes to continue proceedings necessary to create a Rural Housing Incentive District, in accordance with the provisions of the Act, and adopt the Plan, by calling of a public hearing on such matters.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF PITTSBURG, KANSAS AS FOLLOWS:

Section 1. Proposed Rural Housing Incentive District. The Governing Body hereby declares an intent to establish within the City a rural housing incentive district. The District is proposed to be formed within the boundaries of the real estate legally described in *Exhibit A* attached hereto, and shown on the map depicting the existing parcels of land attached hereto as *Exhibit B*. A list of the names and addresses of the owners of record of all real estate parcels within the proposed District and the existing assessed valuation of said real estate, listing the land and improvement values separately, is attached hereto as *Exhibit C*.

Section 2. Proposed Plan. The Governing Body hereby further declares its intent to adopt the Plan in substantially the form presented to the Governing Body this date. A copy of the Plan shall be filed in the office of the City Clerk and be available for public inspection during normal business hours. A description of the housing and public facilities projects that are proposed to be constructed or improved in the proposed District, and the location thereof are described in *Exhibit D* attached hereto. A summary of the contractual assurances by the developer and the comprehensive feasibility analysis is contained in *Exhibit E* attached hereto.

Section 3. Public Hearing. Notice is hereby given that a public hearing will be held by the Governing Body of the City to consider the establishment of the District and adoption of the Plan on September 25, 2018, at the Law Enforcement Center, located at 201 North Pine Street, Pittsburg, Kansas, 66762, with the public hearing to commence at 5:30 P.M. or as soon thereafter as the Governing Body can hear the matter. At the public hearing, the Governing Body will receive public comment on such matters, and may, after the conclusion of such public hearing, consider the findings necessary for establishment of the District and adoption of the Plan, all pursuant to the Act.

Section 4. Notice of Public Hearing. The City Clerk is hereby authorized and directed to provide for notice of the public hearing by taking the following actions:

1. A certified copy of this resolution shall be delivered to:
 - a. The Board of County Commissioners of Crawford County, Kansas;
 - b. The Board of Education of Unified School District No. 250, Crawford County, Kansas (Pittsburg); and
 - c. The Planning Commission of the City of Pittsburg, Kansas.

2. This Resolution, specifically including ***Exhibits A*** through ***E*** attached hereto, shall be published at least once in the official newspaper of the City not less than one week nor more than two weeks preceding the date of the public hearing.

Section 5. Further Action. The Mayor, City Clerk, city officials and employees, including the City Attorney, and Gilmore & Bell, P.C., are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Resolution.

Section 6. Effective Date. This Resolution shall take effect after its adoption by the Governing Body.

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ADOPTED by the governing body of the City of Pittsburg, Kansas, on August 14, 2018.

(SEAL)

Jeremy Johnson, Mayor

ATTEST:

Tammy Nagel, City Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution No. 1206 adopted by the Governing Body of the City on August 14, 2018, as the same appear of record in my office.

DATED: August 14, 2018

Tammy Nagel, City Clerk

EXHIBIT A

**LEGAL DESCRIPTION OF PROPOSED
SILVERBACK LANDING PHASE 1
RURAL HOUSING INCENTIVE DISTRICT (P & L DEVELOPMENT, LLC)**

Lots 1 through 31, Lots 73-96 and Lots 114-118, Silverback Landing a subdivision in the City of Pittsburg, Crawford County, Kansas.

EXHIBIT B

**MAP OF PROPOSED
SILVERBACK LANDING PHASE 1
RURAL HOUSING INCENTIVE DISTRICT (P & L DEVELOPMENT, LLC)**



EXHIBIT C

**NAMES AND ADDRESSES OF THE OWNERS OF RECORD
OF ALL REAL ESTATE PARCELS WITHIN THE PROPOSED
SILVERBACK LANDING PHASE 1
RURAL HOUSING INCENTIVE DISTRICT (P & L DEVELOPMENT, LLC)
AND THE EXISTING ASSESSED VALUATION OF SAID REAL ESTATE PARCELS NAMES
AND ADDRESSES OF THE DEVELOPERS**

Owner of Real Property:	City of Pittsburg, Kansas P.O. Box 688 Pittsburg, Kansas 66762-0688
Developer:	P & L Development, LLC 14100 Belinder Leawood, Kansas 66224
Existing Assessed Valuation of the District:	Land - \$12,216 Improvements - \$0

EXHIBIT D

DESCRIPTION OF THE HOUSING AND PUBLIC FACILITIES OR PROJECTS THAT ARE PROPOSED TO BE CONSTRUCTED OR IMPROVED IN THE PROPOSED SILVERBACK LANDING PHASE 1 RURAL HOUSING INCENTIVE DISTRICT (P & L DEVELOPMENT, LLC)

Housing Facilities – Phase 1

The housing facilities will consist of constructing approximately 60 single family residential homes with two to four bedrooms, two to three baths, one or two stories, and two or three car garages. These homes will have the option of a basement, and may range in size from 1,200 square feet to 3,000 square feet. There will be at least three or four floor plans, which can be varied in design to create at least eight different street elevations. A monument at the south entry to the subdivision and a public park will also be constructed.

Public Facilities – Phase 1

The public facilities will include the construction of all infrastructure improvements within the District, including water, sanitary sewer, storm water, streets, curbs, gutters, sidewalks, other utilities including but not limited to electric and fiber. These infrastructure improvements will be constructed concurrently with the project.

EXHIBIT E

SUMMARY OF THE CONTRACTUAL ASSURANCES BY THE DEVELOPER AND OF THE COMPREHENSIVE FEASIBILITY ANALYSIS

Contractual Assurances

The Governing Body of the City of Pittsburg, Kansas has entered into a development agreement with P & L Development, LLC. This 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 of Pittsburg, Kansas.

Feasibility Study

The Developer has conducted a study 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 provided by the Developer, would be sufficient to pay for the public improvements to be undertaken in the District. The analysis estimates the property tax revenues that will be generated from the development, less existing property taxes, to determine the revenue stream available to support the costs of the public infrastructure. The estimates indicate that the revenue realized from the project would be adequate to pay the costs of the public infrastructure.

**DEVELOPMENT PLAN
OF THE CITY OF PITTSBURG, KANSAS
SILVERBACK LANDING PHASE 1
RURAL HOUSING INCENTIVE DISTRICT
(P & L DEVELOPMENT, LLC)**

[DATE], 2018

INTRODUCTION

On November 10, 2015 the City Commission (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 the City pursuant to K.S.A. 12-5241 *et seq.* (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 the City as required by K.S.A. 12-5244(c). On February 5, 2016, the Secretary of Commerce provided written confirmation approving the establishment of the Rural Housing Incentive District within the City.

DEVELOPMENT PLAN ADOPTION

K.S.A. 12-5245 states that once a city receives approval from the Secretary of Commerce for the development of a 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, the City proposes this development plan (the “Development Plan”) to assist in the development of quality housing within the City.

(1) ***Legal Description and Map of the District.*** The legal description of the Silverback Landing Phase 1 Rural Housing Incentive District (P & L Development, LLC) (the “District”) is as follows:

Lots 1 through 31, Lots 73-96 and Lots 114-118, Silverback Landing a subdivision in the City of Pittsburg, Crawford County, Kansas.

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

(2) ***Existing Assessed Valuation of the District.*** The assessed valuation of all real estate within the District for 2017 is \$12,216.

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

City of Pittsburg, Kansas
P.O. Box 688
Pittsburg, Kansas 66762-0688

(4) **Description of Housing and Public Facilities Projects.** The housing and public facilities projects that are proposed to be constructed include the following:

Housing Facilities – Phase 1

The housing facilities will consist of constructing approximately 60 single family residential homes with two to four bedrooms, two to three baths, one or two stories, and two or three car garages. These homes will have the option of a basement, and may range in size from 1,200 square feet to 3,000 square feet. There will be at least three or four floor plans, which can be varied in design to create at least eight different street elevations. A monument at the south entry to the subdivision and a public park will also be constructed.

Public Facilities – Phase 1

The public facilities will include the construction of all infrastructure improvements within the District, including water, sanitary sewer, storm water, streets, curbs, gutters, sidewalks, other utilities including but not limited to electric and fiber. These infrastructure improvements will be constructed concurrently with the project.

A copy of the Site Plan is attached as **Exhibit B** to this Development Plan.

(5) **Developer's Information.** The names, addresses and specific interests in the real estate in the District of the developers responsible for development of the housing and public facilities is:

Owner of Real Property: City of Pittsburg, Kansas
P.O. Box 688
Pittsburg, Kansas 66762-0688

Developer: P & L Development, LLC
14100 Belinder
Leawood, Kansas 66224

Individuals with specific interest: City of Pittsburg, Kansas

(6) **Contractual Assurances.** The Governing Body entered into a Development Agreement, dated [____], 2018 (the "Development Agreement"), with P & L Development, LLC, a Kansas limited liability company (the "Developer"). 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. The 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. A copy of the Development Agreement is attached as **Exhibit C** to this Development Plan.

(7) **Comprehensive Analysis of Feasibility.** A comprehensive analysis was conducted 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 as **Exhibit D** to this Development Plan. 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 the eligible costs.

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EXHIBIT A
DEVELOPMENT PLAN
SILVERBACK LANDING PHASE 1
RURAL HOUSING INCENTIVE DISTRICT (P & L DEVELOPMENT, LLC)

MAP OF THE DISTRICT



EXHIBIT B
DEVELOPMENT PLAN
SILVERBACK LANDING PHASE 1
RURAL HOUSING INCENTIVE DISTRICT (P & L DEVELOPMENT, LLC)
SITE PLAN

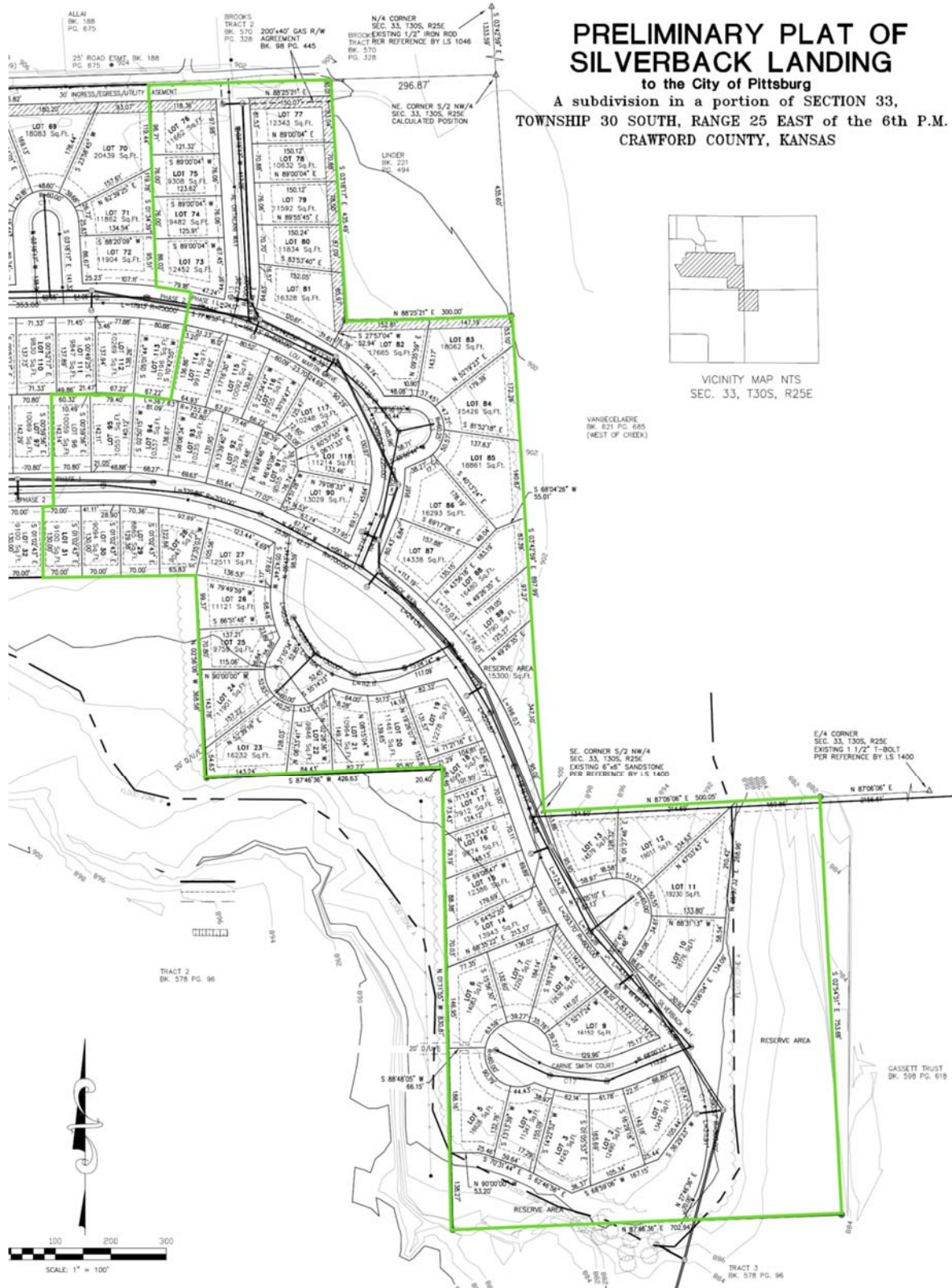


EXHIBIT C
DEVELOPMENT PLAN
SILVERBACK LANDING PHASE 1
RURAL HOUSING INCENTIVE DISTRICT (P & L DEVELOPMENT, LLC)
DEVELOPMENT AGREEMENT

EXHIBIT D
DEVELOPMENT PLAN
SILVERBACK LANDING PHASE 1
RURAL HOUSING INCENTIVE DISTRICT (P & L DEVELOPMENT, LLC)
COMPREHENSIVE FINANCIAL FEASIBILITY ANALYSIS

[To be inserted]

**DEVELOPMENT AGREEMENT
SILVERBACK LANDING PHASE 1
RURAL HOUSING INCENTIVE DISTRICT**

THIS DEVELOPMENT AGREEMENT (“**Agreement**”) is entered into effective as of [____], 2018 (the “**Effective Date**”), by and between the **CITY OF PITTSBURG**, Kansas, a municipal corporation of the State of Kansas (“**City**”), and **P & L DEVELOPMENT, LLC** a Kansas limited liability company (“**Developer**”). The City and the Developer are each a “**Party**” and collectively the “**Parties**.”

RECITALS

A. Developer has entered into a contract with the City for the purchase of real property located within the boundaries of City and described on ***Exhibit A*** attached hereto and incorporated herein by reference (the “**Property**”).

B. Developer desires to develop the Property by constructing the first phase of the “Silverback Landing” residential development and all related internal infrastructure improvements (“**Silverback Phase 1**”), all as more fully described herein.

C. City has determined that the construction of Silverback Phase 1 will foster the economic development of City and surrounding area of Crawford County, Kansas.

D. The Parties are authorized to enter into this Agreement and to complete the responsibilities set forth herein with respect to Silverback Phase 1.

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 AND RULES OF CONSTRUCTION**

1.1 Definitions. As used in this Agreement, the following words and terms 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.

“**City Expenses**” means all legal and professional costs, fees and expenses incurred by City with regard to the preparation of this Agreement, the funding agreement between the City and the Developer dated [____], 2018, and any and all other Ordinances, Resolutions or other documents necessary for implementation of the District as well as for representation and appearances of legal counsel at any hearings or proceedings required to implement the District.

“Concept Site Plan” means the site development plan prepared by a licensed professional engineer, or firm thereof, acceptable to City, depicting the conceptual program for construction of the Development Project and the Internal Infrastructure 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 P & L Development, LLC, a Kansas limited liability company, or its permitted successors or assigns.

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

“Development Plan” means the Development Plan prepared by the City in accordance with the provisions of the Rural Housing Incentive District Act and approved by the Developer, a copy of which is attached hereto at *Exhibit F*.

“Development Project” means single family residential units and auxiliary structures to be constructed on the Property in accordance with the Concept Site Plan.

“District” means the Silverback Landing Phase 1 Rural Housing Incentive District to be established pursuant the Rural Housing Incentive District Act and the RHID Ordinance.

“Eligible Costs” means the City Expenses, the cost of the Property, and that portion of the costs of the Internal Infrastructure Improvements which are reimbursable to the Developer pursuant to the provisions of K.S.A. 12-5249, including associated legal, engineering and project finance costs, all as more specifically described on *Exhibit C* attached hereto and incorporated herein by this reference.

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

“Internal Infrastructure Improvements” means the streets, water, sanitary sewer, storm water, gas and electric improvements necessary for Silverback Phase 1 and located within the boundaries of the Property, including engineering costs, any costs of right-of-way and appurtenances related thereto, as set forth on the approved plat for Silverback Phase 1, all as more specifically described on *Exhibit C* attached hereto and incorporated herein by this reference.

“Material Change” means any change in the Concept Site Plan that significantly affects the nature of the Internal Infrastructure Improvements, modifies the number of single family residences, or increases/decreases the cost of the Development Project by \$25,000 or more for each change or \$100,000 in the aggregate.

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

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

“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 depicted on *Exhibit B* attached hereto.

“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.

“RHID Funds” means those amounts paid from the Crawford County Treasurer to the Treasurer of the City pursuant to K.S.A. 12-5250(b)(2)(A) as a result of Silverback Phase 1.

“RHID Ordinance” means the ordinance passed by the Governing Body approving the Development Plan and establishing the District.

“Rural Housing Incentive District Act” means K.S.A. 12-5241 *et seq.*, as amended.

“Substantial Completion” means the stage in the progress of the Work when the Work or designated portions 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.

“Work” means all work necessary to prepare the Property and to construct the Development Project and the Internal Infrastructure Improvements, including; (1) demolition and removal of any existing improvements located on the Property, grading and earthwork; (2) construction, reconstruction and/or relocation of utilities; (3) construction of the single family residences and related structures; (4) construction and installation of site landscaping on the Property, as described in the Concept Site Plan; and (5) all other Work described in the Concept Site Plan, or reasonably necessary to effectuate the intent of this Agreement.

1.2 Rules of Construction. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction apply in construing the provisions of this Agreement:

- (a) The terms defined in this Article include the plural as well as the singular.
- (b) All accounting terms not otherwise defined herein have the meanings assigned to them, and all computations herein provided for will be made, in accordance with generally accepted accounting principles.
- (c) All references herein to “generally accepted accounting principles” refer to such principles in effect on the date of the determination, certification, computation or other action to be taken hereunder using or involving such terms.
- (d) All references in this instrument to designated “Articles,” “Sections” and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed.
- (e) The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.
- (f) The Article and Section headings herein are for convenience only and will not affect the construction hereof.

ARTICLE II REPRESENTATIONS AND WARRANTIES

2.1 Representations of the City. The City makes the following representations and warranties, which are true and correct on the date hereof, to the best of the City's knowledge:

(a) ***Due Authority.*** The City 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 this Agreement has been 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 the City, enforceable in accordance with its terms.

(b) ***No Defaults or Violation of Law.*** The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

(c) ***No Litigation.*** There is no litigation, proceeding or investigation pending or, to the knowledge of the City, threatened against the City with respect to this Agreement or affecting the Property. In addition, no litigation, proceeding or investigation is pending or, to the knowledge of the City, threatened against the City seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the City to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the City of the terms and provisions of this Agreement.

(d) ***Governmental or Corporate Consents.*** No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution and delivery by the City of this Agreement.

(e) ***No Default.*** No default or Event of Default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of the City under this Agreement.

2.2 Representations of the Developers. The Developer makes the following representations and warranties, which are true and correct on the date hereof, to the best of the Developer's knowledge:

(a) ***Due Authority.*** The Developer has all necessary power and authority to execute and deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of the Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement constitutes the legal valid and binding obligation of the Developer, enforceable in accordance with its terms.

(b) ***No Defaults or Violation of Law.*** The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which they are now a party, and do not and will not constitute a default under any of the foregoing.

(c) ***No Litigation.*** No litigation, proceeding or investigation is pending or, to the knowledge of the Developer, threatened against Silverback Phase 1, the Developer or any officer, director, managing

member, member or shareholder of the Developer. In addition, no litigation, proceeding or investigation is pending or, to the knowledge of the Developer, threatened against the Developer seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer, of the terms and provisions of this Agreement.

(d) **No Material Change.** (1) The Developer has not incurred any material liabilities or entered into any material transactions other than in the ordinary course of business except for the transactions contemplated by this Agreement and (2) there has been no material adverse change in the business, financial position, prospects or results of operations of the Developer, which could affect the Developer's ability to perform its obligations pursuant to this Agreement from that shown in the financial information provided by the Developer to the City prior to the execution of this Agreement.

(e) **Governmental or Corporate Consents.** No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution, delivery and performance by the Developer of this Agreement other than as set forth herein.

(f) **No Default.** No default or Event of Default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of the Developer under this Agreement, or any other material agreement or material instrument to which the Developer is a party or by which Developer is or may be bound.

(g) **Compliance with Laws.** The Developer is in material compliance with all valid laws, ordinances, orders, decrees, decisions, rules, regulations and requirements of every duly constituted governmental authority, commission and court applicable to any of its affairs, business, operations as contemplated by this Agreement.

(h) **Other Disclosures.** The information furnished to the City by the Developer in connection with the matters covered in this Agreement is true and correct and does not contain any untrue statement of any material fact and does not omit to state any material fact required to be stated therein or necessary to make any statement made therein, in the light of the circumstances under which it was made, not misleading.

2.3 Maintenance of Existence. During the term of this Agreement the Developer will maintain its legal existence, will continue to be in good standing under the laws of the State of Kansas and will not dissolve consolidate with or merge into another entity or permit one or more other entities to consolidate with or merge into it.

2.4 Conditions to the Effectiveness of this Agreement. Contemporaneously with the execution of this Agreement, and as a precondition to the effectiveness of this Agreement, the Developer will submit the following documents to the City:

(a) a copy of the Developer's Articles of Organization and a good standing certificate dated within one week of the date of this Agreement, each certified by the Secretary of State of the State of Kansas;

(b) a certified copy of the Operating Agreement of the Developer;

(c) a list of the officers of the Developer;

(d) an executed copy of the Funding Agreement; and

(e) a legal opinion from counsel for the Developer in form and substance acceptable to the City covering: (i) the due organization of the Developer and the power and authority of the Developer to execute this Agreement and the Funding Agreement, and (ii) the enforceability of this Agreement and the Funding Agreement against the Developer.

2.5 Final Approval Required. This Agreement will be void: (a) if the City does not finalize all required steps to create the District pursuant to the Rural Housing Incentive District Act by adoption of the RHID Ordinance within 60 days after the Effective Date; or (b) if the District is nullified in the manner set forth in K.S.A. 12-5246. Until the passage of the RHID Ordinance, the Governing Body retains sole discretion on the Development Project. In addition, the zoning commission and the City retain full discretion within existing ordinances and policy regarding its zoning, planning, permitting and inspection requirements.

ARTICLE III RURAL HOUSING INCENTIVE DISTRICT

3.1 Preliminary Resolution. Governing Body has heretofore adopted Resolution No. 1178 (the "Preliminary Resolution"), which made certain findings pursuant to the Rural Housing Incentive District Act, relative to the need for housing in the City and declaring an intent to establish rural housing incentive districts within the City.

3.2 Department of Commerce Finding. Pursuant to the Preliminary Resolution, the City caused to be prepared a Housing Needs Analysis and forwarded the same with the Preliminary Resolution, to the Kansas Secretary of Commerce. On February 5, 2016, the Kansas Secretary of Commerce issued a letter to the City making certain findings required by the Rural Housing Incentive District Act, and approved the City's ability to establish rural housing incentive districts.

3.3 Further Proceedings. City has caused to be prepared the Development Plan in accordance with the provisions of the Rural Housing Incentive District Act, and plans to consider a resolution calling a public hearing relative to the Development Plan, conduct a public hearing, and consider the RHID Ordinance approving the Development Plan and establishing the District. The District will be deemed to be established at the time the RHID Ordinance is passed by the Governing Body and published as required by law. The Parties acknowledge that the creation of the District is subject to nullification in the manner set forth in K.S.A. 12-5246.

ARTICLE IV CONSTRUCTION

4.1 Concept Site Plan.

(a) Developer, at its cost, has had prepared the Concept Site Plan, which is hereby approved by the Parties. Notwithstanding anything to the contrary herein, the City's acceptance of the Concept Site Plan is not acceptance of the final site plan as required by the City ordinances and the City retains full and complete discretion to review, modify and approve or not approve such final site plan through its normal planning, zoning and permitting process.

(b) Developer will promptly notify City in writing of any proposed Material Changes to the Concept Site Plan at least 30 days prior to the implementation of any such Material Change, including a description of the Material Change and reasons therefore, including any supporting documentation

requested by the City. Developer may implement a proposed Material Change to the Concept Site Plan only with the advance written consent of the City.

(c) Developer may make changes which are not Material Changes to the Concept Site Plan 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, with approval from the City's planning and zoning board.

4.2 Schedule. Developer will commence construction of the Internal Infrastructure Improvements not more than 90 days after the RHID Ordinance is passed by the Governing Body. Developer will diligently pursue Substantial Completion of the Internal Infrastructure Improvements and must obtain Substantial Completion of the Internal Infrastructure Improvements within 12 months of approval of the final site plan or the Developer will be in material breach of this Agreement. Developer will diligently pursue Substantial Completion of the Development Project and must obtain Substantial Completion of the Development Project within 5 years of approval of the final site plan or the Developer will be in material breach of this Agreement.

4.3 Development Project Construction.

(a) Developer will construct the Development Project in a good and workmanlike manner in accordance with the terms of the Development Plan and this Agreement and as set forth in the Construction Plans. Notwithstanding anything to the contrary herein, all work on the Development Project will comply with existing City codes, rules and regulations. If Developer serves as general contractor for the Development Project, Developer will not charge more for such services than a third-party contractor would customarily charge for such services. All work on the Development Project will be inspected by City staff during construction as if this Agreement did not exist.

(b) Developer may enter into one or more construction contracts to compete the Development Project. Prior to the commencement of construction of the Development Project, Developer will obtain, or will require that any such contractor obtain, the insurance required in **Section 6.8** hereof and will deliver evidence of such insurance to City.

4.4 Internal Infrastructure Improvements Construction.

(a) Developer will 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 will be completed on or before Substantial Completion of the Development Project. If Developer serves as general contractor for the Internal Infrastructure Improvements, Developer will not charge more for such services than a third-party contractor would customarily charge for such services.

(b) 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 reasonably cooperate with Developer with respect to any such acquisition. All costs associated with the acquisition of rights-of-way and/or easements will be considered an Eligible Cost. City will reasonably cooperate with Developer in obtaining all necessary permits for construction of the Internal Infrastructure Improvements in accordance with the City's standard permitting process.

(c) Developer may enter into one or more construction contracts to compete the Work for the Internal Infrastructure Improvements. Prior to the commencement of construction of the Internal

Infrastructure Improvements, Developer will obtain or will require that any such contractor obtain, the insurance required by **Section 6.8** hereof and will deliver evidence of such insurance to City.

(d) 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 D**. The City will, within thirty (30) days following delivery of each Certificate of Substantial Completion, carry out such inspections as it deems necessary to (i) verify reasonable satisfaction with, and the accuracy of, the certifications contained in each Certificate of Substantial Completion, and (ii) verify, in the City's sole discretion, that the Internal Infrastructure Improvements have been constructed to meet or exceed City quality standards and comply with all applicable City code and permitting requirements. Each Certificate of Substantial Completion will be deemed accepted by City unless, prior to the end of such 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.

(e) After Substantial Completion of the Internal Infrastructure Improvements and verification by the City, in the City's sole discretion, that the Internal Infrastructure Improvements have been constructed to meet or exceed City quality standards and comply with all applicable City code and permitting requirements, Developer will dedicate to the City, and the City will accept, title to the Internal Infrastructure Improvements. Following such 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 will maintain the dedicated Internal Infrastructure Improvements in a manner consistent with similar public improvements in the City. Notwithstanding the foregoing, Developer may, at its sole discretion and expense, enhance the maintenance of operation of the Internal Infrastructure Improvements for the betterment of the Development Project with prior consent of the City.

ARTICLE V FINANCING OBLIGATIONS

5.1 Financing of Internal Infrastructure Improvements. All costs of the Internal Infrastructure Improvements will be paid in cash or financed by Developer. The City will use RHID Funds to reimburse Developer for all or a portion of the Eligible Costs, subject to the terms of this Agreement. Reimbursements will be made solely to the Developer. So long as the total amount of Eligible Costs requested for reimbursement does not exceed the actual amount expended for such use or 110% of the total set forth on **Exhibit C**:

(a) the Developer may seek reimbursement of any particular line item on **Exhibit C** not exceeding 120% of the amount stated therein; and

(b) the Developer will be permitted to adjust the amounts estimated as Eligible Costs within and between each line item with the written consent of the City Representative.

5.2 Request for Reimbursement. The Developer will certify all costs and expenditures to be made in connection with the Eligible Costs in accordance with the following:

(a) The Developer will submit to the City a Request for Reimbursement in the form attached hereto as **Exhibit E** setting forth the amount for which reimbursement is sought and an itemized listing of the related Internal Infrastructure Improvements.

(b) Each Request for Reimbursement will be accompanied by such bills, contracts, invoices, or other evidence reasonably satisfactory to the City to document that payment has been made by the Developer for such Eligible Costs.

5.3 Reimbursement. The City will have 30 calendar days after receipt of any Request for Reimbursement to review and respond by written notice to the Developer. If the submitted documentation demonstrates that: (1) the Request for Reimbursement shows payment of the Eligible Costs; (2) the expense was incurred; (3) the Developer is not in default under this Agreement; and (4) the City has not discovered any fraud on the part of the Developer, then the City will approve the Request for Reimbursement and promptly reimburse the Developer for the Eligible Costs pursuant to the terms of this Agreement if sufficient RHID Funds are available, and quarterly as funds become available in the event that RHID Funds in the City's possession are at that time insufficient. In the event the City does not respond within such 30-day period, the Request for Reimbursement will be deemed approved. If the City disapproves of the Request for Reimbursement, the Parties will meet to resolve any such differences. If a resolution is not found regarding specific cost(s), the denied cost will not be Eligible Costs unless and until a final order from a court of competent jurisdiction is received by the City requiring the cost to be accepted as an Eligible Cost or other written agreement of the Parties. Reimbursements will cease upon the earlier of (a) such time as the Eligible Costs have been fully reimbursed to Developer, or (b) 15 years after the date of the establishment of the District. The City will have no liability and/or responsibility to Developer for any payment greater than the amounts received from the Crawford County Treasurer pursuant to the provisions of K.S.A. 12-5250(b)(2)(A) as a result of the creation of the District.

5.4 Payment of City Expenses. Upon execution of this Agreement, Developer and City will enter into a Funding Agreement substantially in the form attached as *Exhibit G*, requiring the Developer to reimburse the City for City Expenses. All City Expenses paid by the Developer will be Eligible Costs.

ARTICLE VI GENERAL PROVISIONS

6.1 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:

(a) 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; or

(b) Developer fails to close on the purchase of the Property within 60 days after the creation of the District.

6.2 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 V* hereof) and fails to cure such default or breach within 30 days after receipt of written notice from Developer of such default or breach.

6.3 Successors and Assigns.

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

(b) 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 will 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 and the Internal Infrastructure Improvements, all in accordance with this Agreement. Notwithstanding the foregoing, Developer is permitted to subcontract the construction of any portion of the Development Project or Internal Infrastructure Improvements without the consent of City but Developer will remain liable under this Agreement.

(c) The City hereby approves, and no prior consent will be required in connection with:

(1) 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 Eligible Costs, or the right of the holder of any such encumbrance or transferee of any such collateral assignment;

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

(3) 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 will remain liable hereunder for the Substantial Completion of the Development Project, and will be released from such liability hereunder only upon Substantial Completion of the Development Project.

6.4 Remedies.

(a) 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) will, upon written notice from the other Party specifying such claimed breach, proceed immediately to cure or remedy such breach, and will, in any event, within 30 days after receipt of notice, cure or remedy such default. If the breach is not cured or remedied, the aggrieved Party may hold the breaching Party in default of this Agreement and there upon 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 District. For purposes of this **Section 6.4**, 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.

(b) Notwithstanding any other provision of this Agreement, in no event will the Developer or the City ever be liable for any punitive, special, incidental, or consequential damages in connection with this Agreement, or otherwise. For purposes of this **Section 6.4**, consequential damages include, but are not limited to, lost profits, lost tax revenue, or other similar losses which are not direct out-of-pocket costs incurred by the non-defaulting Party. Any monetary damages owed by the City will be limited to and will only be payable from RHID Funds actually received by the City as a result of the creation of the District.

6.5 Force Majeure. Neither City nor Developer nor any successor in interests will be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder will 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 of 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 will 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.

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

a. In the case of Developer, to:

P & L Development, LLC
Attention: Mick Vena
14100 Belinder
Leawood, Kansas 66224
Email: fivechiefs@aol.com
Phone: (913) 710-6425

b. In the case of City, to:

City of Pittsburg, Kansas
Attention: City Manager
P.O. Box 688
Pittsburg, Kansas 66762
Email: daron.hall@pittks.org
Phone: (620) 231-4100

With a copy to:
City of Pittsburg, Kansas
Attn: City Attorney
P.O. Box 1988
Pittsburg, Kansas 66762
Email: henry.menghini@pittks.org
Phone: (620) 231-6030

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 6.6**.

6.7 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 Silverback Phase 1, will 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 interests will 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, will 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.

6.8 Insurance; Damage or Destruction.

(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, will furnish City with proof of payment of premiums on:

(1) 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 will be protected in accordance with a clause in form and content satisfactory to City; and,

(2) 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

(3) Workers Compensation insurance, with statutorily required coverage.

(b) The policies of insurance required pursuant to clauses (1) and (2) above will be in form and content reasonably satisfactory to City and will be placed with financially sound and reputable insurers licensed to transact business in the State of Kansas with 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 (1) above will contain an agreement of the insurer to give not less than 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 will name City as an additional insured. Developer will deliver to City evidence of all insurance to be maintained hereunder.

6.9 Inspection. Developer will 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.

6.10 Choice of Law. This Agreement will 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.

6.11 Entire Agreement; Amendment. The Parties agree that this Agreement, the Development Plan, the Real Estate Sales Contract between the City and the Developer dated [____], 2018, and the Funding Agreement between the City and the Developer dated [____], 2018, collectively 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 may be amended only in writing and effective when signed by the authorized agents of the Parties.

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

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

6.14 Representatives Not Personally Liable. No elected or appointed official, agent, employee or representative of City will 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.

6.15 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 will consult with City throughout the course of any such action and Developer will 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 will be promptly paid by Developer. If City refuses to permit Developer to assume the defense of any action, then costs incurred by City will be paid by City.

6.16 Release and Indemnification. Notwithstanding the expiration, termination or breach of this Agreement by either Party, the indemnifications and covenants contained in this Section 6.16 will, except as otherwise expressly set forth herein, survive such expiration, termination or breach of this Agreement by Parties hereto.

(a) Notwithstanding anything herein to the contrary, City and its Governing Body members, officers, agents, servants, employees and independent contractors will 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.

(b) 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 will 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 attorney's fees, except for those matters rising out of the willful and/or wanton negligence of City and its governing body members, officers, agents, servants, and employees.

(c) City and its Governing Body members, officers, agents, servants and employees will 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.

(d) All covenants, stipulations, promises, agreements and obligations of City contained herein will 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.

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

(f) Developer releases from and covenants and agrees the City, its Governing Body members, officers, employees, agents and independent contractors will 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 leading to the Development Project or the Property; except that the foregoing release and indemnification will 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.

[BALANCE OF THIS PAGE LEFT BLANK INTENTIONALLY]

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

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

P & L DEVELOPMENT, LLC

By: _____
Name: _____
Title: _____

SCHEDULE OF EXHIBITS

Exhibit A	Property Description
Exhibit B	Property Map
Exhibit C	Eligible Costs for Silverback Phase 1
Exhibit D	Certification of Substantial Completion Form
Exhibit E	Request for Reimbursement Form
Exhibit F	Development Plan
Exhibit G	Funding Agreement

EXHIBIT A

PROPERTY DESCRIPTION SILVERBACK LANDING PHASE 1 RURAL HOUSING INCENTIVE DISTRICT

Lots 1 through 31, Lots 73-96 and Lots 114-118, Silverback Landing a subdivision in the City of Pittsburg, Crawford County, Kansas.

EXHIBIT B

**PROPERTY MAP
SILVERBACK LANDING PHASE 1 RURAL HOUSING INCENTIVE DISTRICT**



EXHIBIT C

ELIGIBLE COSTS FOR SILVERBACK LANDING PHASE 1 RURAL HOUSING INCENTIVE DISTRICT

Category	Estimated Amount
Land Acquisition	\$ 100,000
Sewers, Streets, and Grading	1,600,000
Electric, Gas and Water Utilities	170,000
Engineering Design, Inspection, Surveying	90,000
Land Planner	60,000
Entrance Package	125,000
Crash Gate	50,000
Interest Expense and Banking Fees	155,000
Miscellaneous & City Expenses	<u>150,000</u>
Total	<i>\$2,500,000</i>

EXHIBIT D

CERTIFICATION OF SUBSTANTIAL COMPLETION FORM

The undersigned, on behalf of P & L Development, LLC (the “Developer”), pursuant to **Section 4.4** of the Development Agreement dated as of [____], 2018 (the “Development Agreement”) by and among the City of Pittsburg, Kansas, and the Developer, hereby certifies as follows. All capitalized terms used herein have the meaning attributable to such terms in the Development Agreement.

1. The Internal Infrastructure Improvements are 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. Such portion of 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 such portion of 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 _____

P & L DEVELOPMENT, LLC

By: _____
Name: _____
Title: _____

EXHIBIT E

REQUEST FOR REIMBURSEMENT

City of Pittsburg, Kansas

Attention: City Administrator

You are hereby requested by the undersigned, an authorized representative of P & L Development, LLC (the “Developer”) to disburse funds held by the City in the special revenue fund created pursuant the authority in K.S.A. 12-5250(b)(2)(A) for the Silverback Phase 1 project (the “Fund”) and set forth in the Development Agreement between the City of Pittsburg, Kansas and the Developer for the Silverback Landing Phase 1 Rural Housing Incentive District dated [____], 2018 (the “Agreement”) to reimburse expenditures made by the Developer for Eligible Costs (as defined in the Agreement) as described on and in the amounts set forth in the Schedules attached to this invoice and incorporated herein by this reference (the “Schedules”).

I hereby certify that the amounts requested in the attached Schedules have been paid by the Developer in payment of costs that are Eligible Costs, as defined in the Agreement.

I further certify that no part of the amounts set forth in the Schedules have been the basis for any previous withdrawal of any moneys from the Fund.

Attached to the Schedules is a description of the nature of the item billed, a reference to which type of Eligible Cost the expense applies to under the Rural Housing Incentive Act and the Agreement, and a copy of the contract, invoice or other billing for the Eligible Costs for which Developer seeks reimbursement, along with copies of checks, evidence of wire transfers or other evidence of payment by the Developer of such Eligible Costs and hereby certify that such copies are true and accurate copies of the original documents.

DATED _____.

P & L DEVELOPMENT, LLC

By: _____

Name: _____

Title: _____

Invoice Reimbursement Schedule

Pursuant **Section 5.2** of the Agreement, I hereby request reimbursement of the amounts specified below and I certify that the description of the purchase or nature of each payment is reasonable, accurate and complete and that Developer has previously paid such Eligible Costs:

	Payee Name	Date of Payment	Purpose or Nature of Payment	Amount
1.				\$
2.				\$
3.				\$
4.				\$
5.				\$
6.				\$

Total Expenses \$ _____

Developer Signature

Note: Copies of bills, contracts, checks and other evidence reflecting the amounts shown above (as described in Section 5.2 of the Agreement) should be attached to this Schedule.

EXHIBIT F
DEVELOPMENT PLAN

EXHIBIT G
FUNDING AGREEMENT

**FUNDING AGREEMENT
(SILVERBACK LANDING PHASE 1)**

This Funding Agreement (“Agreement”) is entered into this _____ day of _____, 2018, between the **CITY OF PITTSBURG, KANSAS** (“City”), and **P & L DEVELOPMENT, LLC** (“Developer”).

RECITALS

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

WHEREAS, the Developer is a Kansas limited liability company engaged in the business of development with its principal office located at 14100 Belinder, Leawood, Kansas 66224, and the Developer and the City anticipate negotiating and entering into a Development Plan and Agreement, whereby the Developer will develop real property by constructing the first phase of the “Silverback Landing” residential development into approximately 60 single family houses and all related internal infrastructure improvements (the “Project”); and

WHEREAS, Developer has entered into a real estate contract with the City to purchase the real property where the Project (and anticipated subsequent phases of the Silverback Landing residential development) will be developed and has requested the City create a rural housing incentive district pursuant to K.S.A. 12-5241 *et seq.* to finance all or a portion of the public infrastructure to serve the Project (the “Request”); 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 and the Request (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 and the Request and to provide an inducement to the Developer to assume such costs.

AGREEMENT

1. Services to be Performed by the City. The City shall:

A. Consult with the Developer on the Project in a timely manner and prepare or consult with the Developer on the preparation of and consider the Request in accordance with the provisions of State law, give all notices in a timely manner, make all legal publications and hold hearings as required by State law;

B. Provide necessary staff, legal, financial, and planning assistance to prepare and present the Request to the City Commission and to prepare and present required resolutions and ordinances to the City Commission, including the use of outside counsel and consultants;

C. If the City Commission approves the Request, to provide the necessary staff, legal, financial, planning and inspection assistance to prepare and negotiate a definitive agreement

between the City and the Developer for the implementation of the Request and the development of the Project (the "Development Agreement");

D. If a Development Agreement is entered into, provide the necessary staff, legal, financial, planning and inspection assistance to administer and carry out the terms of such Development Agreement.

E. Provide necessary support to Developer while Developer constructs public infrastructure to include Silverback Way, a road connecting Centennial Drive with Silverback Landing, including a boulevard roadway approximately 1,925 feet in length with curb and gutter, a box culvert, storm sewer, sidewalk, earthwork and other related improvements.

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 Twenty-Five Thousand Dollars (\$25,000.00) (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 therefor to the Developer to re-establish the Deposit so that there is always at least Fifteen Thousand Dollar (\$15,000.00) 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 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 services of Henry C. Menghini and Nichols & Wolfe Chartered as legal counsel for the City, Gilmore & Bell, P.C. as special counsel for the City, Springsted Incorporated as financial advisor for the City, 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, any other agreements between the parties, and the processing of the Developer's Request. 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:

P & L Development. LLC
Attn: Mick Vena
14100 Belinder
Leawood, Kansas 66224

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: _____
Mayor

ATTEST:

By: _____
City Clerk

P & L DEVELOPMENT, LLC

By: _____
Mick Vena, Managing Member

STATE OF _____)
) ss:
_____ COUNTY)

BE IT REMEMBERED, that on this _____ day of _____, 2018, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Mick Vena, the duly authorized Managing Member of P & L Development, LLC, a Kansas limited liability company, 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: _____



Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Economic Development Director

DATE: August 8, 2018

SUBJECT: August 14, 2018 Agenda Item
P & L Development, LLC loan request

The Economic Development Advisory Committee (EDAC) recently considered a loan request from P & L Development, LLC, related to the Silverback Landing housing project. Silverback Landing is a \$2.4 million project and Arvest Bank has agreed to provide \$1.95 million, which creates a \$450,000 gap in financing. This is the amount being requested by P & L Development.

As this project will provide a significant boost to Pittsburg's housing inventory, the EDAC felt the project was extremely important to the area's future economic development. As such, the EDAC recommended providing a \$450,000 loan to P & L Development, LLC, for the purpose of constructing the Silverback Landing development. This loan will be repaid over five years at an interest rate of 3%. P & L Development will pay interest only for the first three years, with principal reduction to occur in years four and five. The City will secure a personal guaranty from the owner of P & L Development and will assume a second position on the Silverback Landing lots until the City's loan is repaid.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, August 14, 2018. Action being requested is the approval or denial of the EDAC recommendation and, if approved, authorize the Mayor to sign the appropriate documents.



APPLICATION FOR LOAN
CITY OF PITTSBURG, KANSAS
ECONOMIC DEVELOPMENT REVOLVING LOAN FUND
(SALES TAX)

I. GENERAL INFORMATION

1. P+L Development, LLC 5-31-18
Name of Applicant Firm Date of Request
14100 Belinder St.
Leadwood, KS 66224 913-710-6425
2. Firm Address Firm Phone Number

3. Names and addresses of all persons or corporation who would be obligated as either applicant or personal guarantors of loans:

Mickey M. Vena Same as above
Name Address
William Patrick Haley 5900 SW Clarion Lane
Name Address Topeka, KS
66610

4. Names and addresses of the principal officers and directors of the applicant:

Same as above
Name Address
above
Name Address
Name Address

5. Nature of applicant's business: Land Development
and new home construction

6. The products to be assembled or manufactured or service to be rendered:

n/a

7. William Pat Haley 785-338-5487 (office)
Applicant's Attorney Phone Number
785-608-3508 (cell)

8. n/a n/a
Applicant's Financial Advisor Phone Number

9. Ray Mendoza 913-451-4400
Applicant's Accountant (rgfinancial) Phone Number

10. Estimated amount of loan: \$ 450,000.00

11. Number of years to retire loan: 3 years

12. List previous loans and credit references:

Academy Bank (Dean Krouse) 913-327-1700

Labette Bank (Bruce Fairbank) 785-~~783~~-5506

Spring Hill Bank (Nick Stroda) 913-592-3326

II. USE OF LOAN PROCEEDS

1. Amount requested for purchase of land: \$ 100,000.00

2. Amount requested for land improvements (bldgs): \$ 350,000.00

3. Amount requested for machinery and equipment: \$ _____

4. Capitalized debt service: \$ _____

5. Loan closing costs: \$ _____

6. Working capital: \$ _____

7. Other (specify) \$ _____

TOTAL REQUEST:

\$ 450,000.00

Already approved by Arvest Bank for 1,450,000.00

III. LOAN PROPOSAL

1. Will the loan refinance an existing project? no

2. Will the loan proceeds be used to expand or replace an existing facility? no

3. Is the applicant presently located in the City of Pittsburg? no

4. What type and size of building will be constructed? n/a

5. Name and address of contractor and/or architect:

n/a

6. What type of equipment will be financed?

n/a

7. If the applicant will be in direct competition with local firms,

(a) Name of firms:

NO

(b) Describe nature of the competition:

n/a

IV. LOAN ANALYSIS

1. Has a financial advisor submitted an analysis indicating the need for the loan, the advisability of the loan or benefit to the applicant of the loan?

NO

(If yes, attach a copy to this application.)

2. Has additional financing, whether internally generated or through other loans, been arranged? (If yes, explain on an attached sheet)

Arvest Bank

(Jared Turnbull)

3. Has the applicant investigated conventional financing?

Yes

V. PROPOSED LOCATION

1. Location of the proposed facility:

1/2 mile east of Rouse and Centennial

2. If the facility is a proposed expansion or replacement of another plant, state size and location of current operations:

n/a

3. What percentage of the facility will be occupied by the applicant?

n/a

4. Is the prospective location properly zoned?

yes

(Contact Daron Hall for additional information.)

5. If a zoning change is pending, cite application number and present status. If application has not been made, briefly describe what change will be needed and plans for submitting application:

See #4

6. If unusual demands for water or sewer services or police or fire protection will be made, specify the demands:

n/a

VI. OWNERSHIP AND MANAGEMENT

1. Describe the organizational structure of applicant (proprietorship, partnership, subsidiary, corporation, etc.):

Partnership (LLC)

Note relationship to a parent company: n/a

2. What portion of the project is being financed from other company funds (in addition to this loan)?

\$ 1,950,000.00

Please explain

1st mortgage to develop raw land into 52 lots.

3. Describe all threatened or outstanding litigation

n/a

4. Attach proforma statements for the first three (3) years of operation after issuance of the loan, including revenue projections, operating expense projections and a debt amortization schedule.

VII. MEASURE OF ECONOMIC GROWTH AND BENEFIT

1. What dollar amount of sales is contemplated?
2. What percentage of sales will be sold locally?

3. What is the estimated amount of merchandise and services purchased locally, per year?

Approximately 2,250,000.00

4. How many people will the project employ:

Type: Professional

20

Technical

20

Clerical

2

General Labor

100

All approximate - working for subcontracting comp.

5. Number of current full-time employees at applicant's present location:

0

6. What is ratio of loan fund dollars to jobs created?

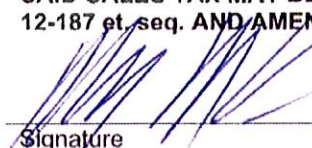
VIII. In order to facilitate the timely processing of the application, please attach as part of the proposal the following items:

1. Copies of applicant's financial statements for the past three years certified as correct by the owner or an authorized officer.
2. Applicant's most recent annual or quarterly financial report.
3. Interim financial statements, to date, for the current fiscal year.
4. Financial statements, current to date, for each personal guarantor, on forms, certified by a Certified Public Accountant or the guarantor.
5. Copies of both federal and state income tax returns filed by applicant and each personal guarantor during the past three years.
6. In certain cases, due to the size of the loan, audited financials may be required.
7. Completed business plan with three year financial projections.
8. Loan (if approved) must be personally guaranteed.

IX. Applicant should be aware that additional financial data shall be required if requested by the City Manager, City Attorney or any other persons authorized by the City of Pittsburg, Kansas, including the Economic Development Revolving Loan Fund (Sales Tax) Committee (EDAC).

X. Attached hereto is a copy of the Collateral Requirements for the Economic Development Revolving Loan Fund (Sales Tax) for informational purposes. HOWEVER, APPLICANT ACKNOWLEDGES AND AGREES THAT SAID REQUIREMENTS AS WELL AS THIS APPLICATION ARE A SET OF GUIDELINES AND ANY OF THE PROVISIONS STATED THEREIN MAY BE WAIVED OR ADDED TO AT THE DISCRETION OF THE PITTSBURG CITY COMMISSION.

- XI. EACH APPLICANT ALSO EXPRESSLY AGREES AND UNDERSTANDS THAT THE CITY'S MONETARY PLEDGE OF MONIES FROM THE FUND AND COMMITMENTS MADE IN ANY AGREEMENT SHALL BE CONTINGENT UPON THE CITY CONTINUING TO COLLECT THE ONE-HALF CENT CITY RETAILERS' SALES TAX; AND APPLICANT ACKNOWLEDGES THAT SAID SALES TAX MAY BE DISCONTINUED AS PROVIDED BY THE PROVISIONS OF K.S.A. 12-187 et. seq. AND AMENDMENTS THERETO, AT ANY TIME.


Signature

5-31-18
Date

Owner/Manager
Title

**COLLATERAL REQUIREMENTS – CITY OF PITTSBURG, KANSAS
ECONOMIC DEVELOPMENT REVOLVING FUND
(SALES TAX)**

The following documents will be required:

1. A fully completed and signed application, with documents required therein attached.
2. A fully completed and signed financial statement by each personal guarantor.
3. The federal income tax returns of each personal guarantor for the last three (3) years, whether calendar or fiscal years.
4. Documents confirming compliance with the Kansas Bulk Transfer Act, if the Act is applicable.
5. A personal guaranty agreement to be signed by each personal guarantor and spouse.
6. Key persons term life insurance on the principal personal guarantor.
7. If the applicant is a corporation, a resolution of the Board of Directors authorizing the appropriate offices of the Corporation to sign the various loan documents on behalf of the Corporation.
8. Loan Agreement and Security Agreement, with Use of Loan Proceeds form attached.
9. Promissory Notes and Mortgage.
10. UCC financial statements for filing with the Secretary of State and the Crawford County Register of Deeds.
11. Other relevant financial information or loan security documents requested by the City Manager, the City Attorney or any authorized representative of the City of Pittsburg, Kansas.

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: DEXTER NEISLER
Zoning Administrator

DATE: August 6, 2018

SUBJECT: Agenda Item – August 14, 2018
Request for a Conditional Use Permit to Allow a 192 Square Foot
Telecommunications Building at 501 West 3rd Street.

The Planning Commission/Board of Zoning Appeals, in its meeting of July 23, 2018, considered a request submitted by Bob Guilfoyle on behalf of Craw-Kan Telephone Cooperative, Inc. for a Conditional Use Permit under the provisions of Article 30 of the Pittsburg Zoning Ordinance to allow a 192 square foot telecommunications building to be located at 501 West 3rd Street. A Conditional Use will be required for this request due to the fact the property is zoned RP-3, Planned Medium Density Residential.

After reviewing all the evidence presented, the Planning Commission/Board of Zoning Appeals voted 6 to 1 to recommend Governing Body **approval** of this request. In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, August 14, 2018. Action necessary will be for the Governing Body to consider the recommendation of the Planning Commission/Board of Zoning Appeals and, if they are in agreement with the recommendation as provided, approve the request. If the Governing Body is not in agreement with the recommendation as provided, the State Statutes stipulate that the Governing Body, by a simple majority, may deny the request or send it back to the Planning Commission/Board of Zoning Appeals for further consideration.

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: DEXTER NEISLER
Zoning Administrator

DATE: August 6, 2018

SUBJECT: Agenda Item – August 14, 2018
Request for a Conditional Use Permit to Allow a Parking Lot for Heavy Trucks & Equipment at 215 West 11th Street.

The Planning Commission/Board of Zoning Appeals, in its meeting of July 23, 2018, considered a request submitted by Jim Villamaria on behalf of CDL for a Conditional Use Permit under the provisions of Article 30 of the Pittsburg Zoning Ordinance to allow the construction of a parking lot for heavy trucks & equipment to be located at 215 West 11th Street. A Conditional Use Permit is required due to the fact the property is zoned R-1C, Single Family Residential. Within 12 months, CDL plans to purchase additional properties in the area and apply for a re-zone of the entire block.

After reviewing all the evidence presented, the Planning Commission/Board of Zoning Appeals voted unanimously to recommend the Governing Body **approve** this request with the condition that the Conditional Use Permit be effective for 12 months from the Governing Body's approval. In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, August 14, 2018. Action necessary will be for the Governing Body to consider the recommendation of the Planning Commission/Board of Zoning Appeals and, if they are in agreement with the recommendation as provided, approve the request. If the Governing Body is not in agreement with the recommendation as provided, the State Statutes stipulate that the Governing Body, by a simple majority, may deny the request or send it back to the Planning Commission/Board of Zoning Appeals for further consideration.