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KWPCRF PROJECT NO. C20 1656 01 - Staff is requesting Governing Body approval of the Third Amendment to the Loan Agreement for the Kansas Water Pollution Control Revolving Fund (KWPCRF) to the City of Pittsburg for the wastewater treatment improvements to include the \$193,770 cost to conduct the "regionalization study", the total Loan Amount of \$4,500,000, \$155,016 of principal forgiveness of this additional cost, and decreasing the semi-annual loan repayment amount from \$139,566.37 (\$279,132.74 per year) to \$124,699.79 (\$244,399.58 per year) beginning with the repayment dated March 1, 2020.

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CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, January 22, 2019
5:30 PM

CALL TO ORDER BY THE MAYOR:

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

CONSENT AGENDA:

- a. Approval of the January 8, 2019, City Commission Meeting minutes.
- b. Approval of the application submitted by Pitt Stop, LLC for a 2019 Cereal Malt Beverage License for Pitt Stop, located at 902 South Joplin, and authorize the City Clerk to issue the license.
- c. Approval of Ordinance No. G-1296, providing for the change of a certain area from Planned General Commercial (CP-2) to Single Family Residential (R-1A) and amending and supplementing the Zoning District Boundary Map and Zoning Ordinance No. G-633 as amended, of the City of Pittsburg, and authorization for the Mayor to sign the Ordinance on behalf of the City (the request was submitted by Joe Newlin, 2111 East 14th Street, to rezone property located immediately north of City Limits, east of Meadowbrook Mall, south of Ron's IGA and west of Random Acres from CP-2, Planned General Commercial, to R-1A, Single Family Residential, to allow a single family dwelling to be constructed on the property).
- d. Approval of staff recommendation to enter into a contract in the amount of \$4,825.18 with S & H Management, LLC, for fire services outside the City limits to property located at 2106 West 4th Street and authorize the Mayor to sign the contract on behalf of the City.
- e. Approval of the Appropriation Ordinance for the period ending January 22, 2019 subject to the release of HUD expenditures when funds are received.

ROLL CALL VOTE.

CONSIDER THE FOLLOWING:

- a. **FUNDING AGREEMENT - PITTSBURG NORTHGATE COMMUNITY IMPROVEMENT DISTRICT** - Consider approval of the Funding Agreement submitted by Northgate Associates, LLC, for the creation of a Community Improvement District (CID). **Approve or disapprove the Funding Agreement and, if approved, authorize the City Manager to sign the Agreement on behalf of the City.**

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, January 22, 2019
5:30 PM

- b. RESOLUTION NO. 1218 - Consider approval of Resolution No. 1218, calling and providing for the giving of notice of a Public Hearing on the advisability of creating a Community Improvement District in the City of Pittsburg, Kansas, to be known as the Northgate Plaza Community Improvement District and regarding the City's intent to levy a Community Improvement District Sales Tax within such district. **Approve or disapprove Resolution No. 1218 and, if approved, authorize the Mayor to sign the Resolution on behalf of the City.**

- c. KWPCRF PROJECT NO. C20 1656 01 – Consider approval of the Third Amendment to the Loan Agreement for the Kansas Water Pollution Control Revolving Fund (KWPCRF) to the City of Pittsburg for the wastewater treatment improvements to include the \$193,770 cost to conduct the "regionalization study", the total Loan Amount of \$4,500,000, \$155,016 of principal forgiveness of this additional cost, and decreasing the semi-annual loan repayment amount from \$139,566.37 (\$279,132.74 per year) to \$124,699.79 (\$244,399.58 per year) beginning with the repayment dated March 1, 2020. **Approve or disapprove the Third Amendment to the Loan Agreement and, if approved, pass Ordinance No. S-1060 authorizing the execution of the Third Amendment to the Loan Agreement; establishing a dedicated source of revenue for repayment of such loan; authorizing and approving certain documents in connection therewith; and authorizing certain other actions in connection with the Third Amendment to the Loan Agreement.**

NON-AGENDA REPORTS & REQUESTS:

ADJOURNMENT

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
January 8th, 2019

A Regular Session of the Board of Commissioners was held at 5:30 p.m. on Tuesday, January 8th, 2019, 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, Dan McNally, Dawn McNay and Chuck Munsell.

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

Deputy City Manager Jay Byers described the recent updates to the Court Room/City Commission Room.

State Representative Monica Murnan, 1313 Mallory Court, reiterated her commitment to Pittsburg. She encouraged citizens to contact her with any comments or concerns.

ELECTION OF MAYOR – On motion of McNay, seconded by Chenoweth, the Governing Body elected Patrick O'Bryan as Mayor. Motion carried.

SWEARING IN OF MAYOR – The City Clerk administered the Oath of Office to Mayor O'Bryan.

PRESENTATION OF CEREMONIAL GAVEL – Newly elected Mayor O'Bryan presented outgoing Mayor Jeremy Johnson with a ceremonial gavel.

ELECTION OF PRESIDENT OF THE BOARD – On motion of O'Bryan, seconded by Chenoweth, the Governing Body elected Dawn McNay as President of the Board. Motion carried.

SWEARING IN OF PRESIDENT OF THE BOARD – The City Clerk administered the Oath of Office to President of the Board McNay.

APPROVAL OF MINUTES – On motion of Munsell, seconded by McNally, the Governing Body approved the December 11, 2018, City Commission Meeting minutes as presented. Motion carried.

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

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

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
January 8th, 2019

2019 CEREAL MALT BEVERAGE LICENSES – On motion of Munsell, seconded by McNally, the Governing Body approved the applications submitted by Snak Atak (1101 East 4th Street) and the Knights of Columbus (407 East 11th Street) to sell Cereal Malt Beverages for the year 2019 and authorized the City Clerk to issue the licenses. Motion carried.

APPOINTMENT TO AIRPORT ADVISORY COMMITTEE – On motion of Munsell, seconded by McNally, the Governing Body appointed Joe Leek to serve a first term as a member of the Airport Advisory Committee, effective immediately and to conclude on December 31, 2021. Motion carried.

CHANGE ORDER AND FINAL PAYMENT – 2018 ASPHALT REJUVENATION PROJECT – On motion of Munsell, seconded by McNally, the Governing Body approved Change Order No. 1 reflecting a deduct of \$1,351.50, making a new contract construction amount of \$160,412.34, and final payment in the amount of \$160,412.34 to ProSeal, Inc., of Eldorado, Kansas, for the 2018 Asphalt Rejuvenation Project. Motion carried.

APPROPRIATION ORDINANCE – On motion of Munsell, seconded by McNally, the Governing Body approved the Appropriation Ordinance for the period ending January 8th, 2019, subject to the release of HUD expenditures when funds are received with the following roll call vote: Yea: Chenoweth, McNally, McNay, Munsell, O'Bryan. Motion carried.

ELECTRICAL UTILITY UPDATE - Jerry Warren, of GE Warren Associates, provided an update on the analysis and other activities they have completed in relation to the creation of an electrical utility. The results of the study suggest the City move forward with the creation of an electric utility.

ACTIVE TRANSPORTATION ADVISORY BOARD ANNUAL REPORT - Deborah McGeorge, Chairperson of the Active Transportation Advisory Board (ATAB), presented the ATAB annual report.

PITTSBURG FARMERS' MARKET ADVISORY BOARD ANNUAL REPORT – Charlie Phillips, representing the Farmers' Market Advisory Board, presented the Farmers' Market Advisory Board annual report.

REVIEW OF BIDS/AWARD OF SALE – Following a verbal recommendation by Director of Finance Jamie Clarkson and Financial Advisor Jack Ryan-Feldman, on motion of Chenoweth, seconded by Munsell, the Governing Body awarded the bid for the purchase of \$2,100,000 aggregate principal amount of General Obligation Bonds, Series 2019A, to Country Club Bank, based on their true interest rate of 2.4237%. Motion carried.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
January 8th, 2019

ORDINANCE NO. S-1059 – On motion of McNay, seconded by McNally, the Governing Body adopted Ordinance No. S-1059, authorizing the issuance of General Obligation Bonds, Series 2019A, of The City of Pittsburg, Kansas, in the aggregate principal amount of \$2,100,000, under the authority of K.S.A. 10-101 to 125, inclusive, K.S.A. 12-685 et seq., K.S.A. 12-6a01 et seq., and Charter Ordinance No. 25 of the City, all as amended, and authorized the Mayor to sign the Ordinance on behalf of the City. Motion carried.

RESOLUTION NO. 1217 – On motion of Munsell, seconded by McNay, the Governing Body adopted Resolution No. 1217 prescribing the form and details of The City of Pittsburg, Kansas, General Obligation Bonds, Series 2019A, in the aggregate principal amount of \$2,100,000, the issuance of which was authorized by the City pursuant to its Ordinance No. S-1059, passed and approved on January 8, 2019; and authorizing certain other documents and actions in connection with the issuance of the Bonds, and authorized the Mayor to sign the Resolution on behalf of the City. Motion carried.

INSURANCE BROKERAGE SERVICE AGREEMENT - On motion of Munsell, seconded by O'Bryan, the Governing Body approved an Insurance Brokerage Service Agreement with Ryan Insurance, LLC, for the period beginning April 1, 2019, and authorized the Mayor to sign the Agreement on behalf of the City. Motion carried.

LETTER AGREEMENT – On motion of McNay, seconded by McNally, the Governing Body approved a letter agreement for the City Manager for calendar year 2019, and authorized the Mayor to sign the agreement on behalf of the City. Motion carried with Munsell voting in opposition.

NON-AGENDA REPORTS & REQUESTS –

CITY MANAGER COMMENTS – City Manager Daron Hall thanked the Governing Body for his performance review. He added that 2019 is off to a good start.

ADJOURNMENT: On motion of Chenoweth, seconded by McNay, the Governing Body adjourned the meeting at 7:03 p.m. Motion carried.

Patrick J. O'Bryan, Mayor

ATTEST:

Tammy Nagel, City Clerk

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: DEXTER NEISLER
Zoning Administrator

DATE: January 16, 2019

SUBJECT: Agenda Item – January 22, 2019
Ordinance No. G-1296 providing for the change of a certain area from Planned General Commercial (CP-2) to Single Family Residential (R-1A) and amending and supplementing the Zoning District Boundary Map and Zoning Ordinance No. G-633 as amended, of the City of Pittsburg.

The Planning Commission/Board of Zoning Appeals, in its meeting of December 17, 2018, considered a request submitted by Joe Newlin, 2111 East 14th Street, to rezone the property located immediately north of City Limits, east of Meadowbrook Mall, south of Ron's IGA and west of Random Acres from CP-2, Planned General Commercial, to R-1A, Single Family Residential, to allow a single family dwelling to be constructed on the property.

The property is currently zoned CP-2, Planned General Commercial.

After reviewing all the evidence presented, the Planning Commission/Board of Zoning Appeals voted unanimously to recommend to the Governing Body **APPROVAL** of this rezoning request based on the following criteria:

Character of the neighborhood. The property is located in an area that is a mix of residential as well as commercial developments. The commercial developments are mostly mercantile in usage.

Zoning and uses of nearby properties. Zoning in the area is a mix of commercial and residential. The parcels to the west and north are zoned CP-2, Planned General Commercial, the parcels to the east are zoned R-1A, Single Family Residential, and the parcels to the south are in the County.

Suitability of the subject property for the uses to which it is being considered. The property abuts R-1A, Single Family Residential, zoned parcels and would complement that area.

Length of time the subject property has remained vacant as zoned. The area has not been platted; however, the residential area to the east was platted in 1952.

The extent to which removal of the restrictions will detrimentally affect the nearby property. Rezoning the property should not have a detrimental effect to the area. There are other properties located directly adjacent to this property that are zoned similar in nature.

Relative gain to public health, safety, & welfare. Health, Safety, & Welfare should not be adversely affected by the rezoning of the property.

Staff Recommendation: Approve.

In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, January 22, 2019. Action being requested is 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 Ordinance No. G-1296 and authorize the Mayor to sign the Ordinance on behalf of the City. If the Governing Body is not in agreement with the recommendation as provided, the State Statutes stipulate that the Governing Body, by a 2/3 majority, may override the recommendation or may return the recommendation to the Planning Commission/Board of Zoning Appeals for further consideration. A return of the recommendation must be accompanied with a statement specifying the basis for the Governing Body's returning the recommendation.

Attachment: Ordinance No. G-1296

(Summary Published in The Morning Sun on _____, 2019)

ORDINANCE NO. G-1296

AN ORDINANCE, providing for the change of a certain area from Planned General Commercial (CP-2) to Single Family Residential (R-1A) and amending and supplementing the Zoning District Boundary Map and Zoning Ordinance No. G-663, as amended, of the City of Pittsburg, Kansas.

WHEREAS, the Planning Commission/Board of Zoning Appeals of the City of Pittsburg, Kansas, has filed their report with the Board of Commissioners of the City of Pittsburg, Kansas, recommending amendment of said Ordinance relating to area and use zoning and amendment of the Zoning District Boundary Map.

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

Section 1. That the Single Family Residential (R-1A), as defined by the Zoning Ordinance, is hereby amended and supplemented to include the following described real estate in the City of Pittsburg, Crawford County, Kansas, to-wit:

All of a tract of land described as beginning at the SE corner of Government Lot 4 of the NW 1/4 in section 5, Township 31 S, Range 25 E of the 6th Principal Meridian, according to the US Government survey thereof, in Crawford County, Kansas, Thence N 02° 18' 39" W along the W line of Random Acres 630 Feet, Thence S 82° 25' 18" W, to the E line of Meadowbrook Mall Addition 335.84 feet, thence along said E line S 02° 21' 19" E 600 feet to the SE corner of Meadowbrook Mall Addition being the S line of lot 4 NW 1/4, Thence along said S line N 87° 32' 55" E 334 feet to the point of beginning EXCEPT, that part thereof, if any, included in the Plat of Lindale Addition (now vacated) according to the recoded plate thereof, also subject to all easements, Rights-of-Way and reservations of record, if any.

Section 2. That Zoning Ordinance No. G-663, as amended, including the Zoning District Boundary Map adopted on May 28, 1991, and periodically revised, is hereby amended and supplemented to include the area and use as set out in the preceding section.

Section 3. This Ordinance shall take effect and be in force from and after its passage and its summary published in the official City newspaper.

ADOPTED AND APPROVED this ____ day of _____, 2019.

Mayor – Patrick O’Bryan

ATTEST:

City Clerk - Tammy Nagel

(SEAL)



FINANCE AND ADMINISTRATION

201 West 4th Street · Pittsburg KS 66762

(620) 231-4100

www.pittks.org

Interoffice Memorandum

TO: Daron Hall, City Manager

FROM: Jamie Clarkson, Director of Finance

DATE: January 10, 2018

SUBJECT: Outside City Fire Contract with S & H Management LLC

The attached contract is for outside the City fire protection for the S & H Management LLC facility located at 2106 W. 4th Street. The amount calculated for 2018 is \$4,825.18.

Action requested is to approve or disapprove the outside fire contract for S & H Management LLC and if approved authorize the Mayor to sign the contract.

cc: Tammy Nagel, City Clerk

CONTRACT FOR INDUSTRIAL FIRE FIGHTING SERVICE

THIS AGREEMENT made and entered into this 22nd day of January 2019, by and between the City of Pittsburg, Crawford County, Kansas, a Municipal Corporation, hereinafter called the City and S & H Management LLC, hereinafter called the Contractee, WITNESSETH:

THAT WHEREAS, the said Contractee is in charge of and handling real estate situated in Crawford County, Kansas, and located on West Fourth Street, a distance of approximately $\frac{3}{4}$ mile west of the city limits of Pittsburg, Kansas, and upon which there is located and kept various buildings used by the Contractee in the operation of manufacturing, and within a distance of five (5) miles from the limits of the City of Pittsburg.

AND, WHEREAS, the Contractee has made application to the City of Pittsburg to furnish Industrial Fire Fighting Service for said premises and property.

THEREFORE: Pursuant to the authority vested in the City, according to law, and in consideration of charges and compensation herein provided, to be paid to the City, and in consideration of their mutual covenants and promises, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO, as follows:

1. The Fire Department of the City shall, when notified, furnish a pumper truck and a minimum of two (2) fire fighters to attend and fight fires that may occur upon the above described premises if, at the time of need for such fire, the Fire Department can spare such equipment and fire fighters. The Fire Department of the City shall make a reasonable effort to attend and extinguish such fires; but it is expressly agreed and understood that the Fire Chief or person in charge of the Fire Department shall have the right in every case to determine whether or not the City can spare any part of its Fire Department equipment and fire fighters at a particular time.
2. IT IS FURTHER AGREED that the City shall not be liable in any way for failure of the Fire Department to attend a fire or put out a fire, or for damages to property or persons, or for any other reason.
3. As compensation for such Industrial Fire Fighting Service to said premises, the Contractee agrees to pay the City of Pittsburg, Kansas, the sum of **\$4,885.90** for the year beginning on the first day of January 2019. Said compensation to the City is based on the mill levy charged to City inhabitants for fire protection and/or the amount necessary to support the operation of the Fire Department. Such mill levy to be multiplied by the Contractee's assessed valuation.

Said figure then to be reduced by fifty percent (50%) and which shall be the amount charged, but in no event shall the charge be less than \$150.00 per year. The annual charge shall be recalculated each year based on succeeding City's mill levy and Contractee's assessed valuation. Said Fire Fighting Services may be extended for additional one-year periods.

4. The City, or the said Contractee, may cancel this contract by the giving of written notice thirty (30) days prior to the date on which cancellation is desired; provided, that cancellation by Contractee shall not provide for any refund of payments made.

IN WITNESS WHEREOF this Contract was signed by the parties this 22nd day of January 2019.

THE CITY OF PITTSBURG, KANSAS

Mayor

ATTEST:

Tammy Nagel, City Clerk

S & H MANAGEMENT LLC



**FINANCE AND ADMINISTRATION**

201 West 4th Street · Pittsburg KS
66762

(620) 231-4100

www.pittks.org

CALCULATIONS**2019 OUTSIDE CITY FIRE CONTRACT**

FIRE DEPARTMENT BUDGET - \$2,856,792 = 21.86878 Mills

CITY ASSESSED VALUATION - \$130,633,323

<u>Firm</u>	<u>Assessed Value (1)</u>	x	<u>Mill Levy</u>	x	<u>.50</u>	=	<u>Contract Cost</u>
S&H Management, LLC 2106 W. 4 th Street	\$446,838	x	21.86878	x	.50	=	\$4,885.90

(1) Assessed Valuation figures furnished by County Treasurer's Office.

CRAWFORD COUNTY REAL ESTATE TAX STATEMENT

2018

Date: 12/28/2018

Statement #: 21029 CAMA #: 196-24-0-00-02-002.00-0-01
 Parcel #: 1962400002002000 Levy: 112.23700
 Property Address: 2106 W 4TH - Pittsburg, KS - 66762
 Deed Name: S & H MANAGEMENT LLC

Tax Unit: 83 - BAKER USD 250

Real Estate**TAX SUMMARY**

First Half Tax: 25,075.88
 Second Half Tax: 25,075.88
 Total Tax: 50,151.76

MAKE CHECKS PAYABLE TO:

CRAWFORD CO TREASURER
 PO BOX 96
 GIRARD, KS - 66743
 620-724-8222

Owner ID #: SHMA00000
 Owner Name: S & H MANAGEMENT LLC
 Owner Address: 1503 BITNER CT
 PITTSBURG, KS - 66762-8782

NOTE: PLEASE VISIT www.crawfordcountykansas.org FOR ALL YOUR TAX QUESTIONS. TO PAY YOUR TAXES ONLINE AND/OR LOOKUP TAX RECEIPTS select DEPARTMENTS & AGENCIES then select COUNTY TREASURER.

PROPERTY DESCRIPTION

Subdivision: Block: Lots: Section: 24 Township: 30 Range: 24
 Legal: S24, T30, R24, ACRES 29.1, BEG 1853.1' N & 495' E SW COR, TH E 835, S 1372.5, W 400, S 435.6, W 100, I Total Acres: 29.10 Ag Acres: 0.00

PROPERTY CLASS	ASSESSED VALUE			VALUE CHANGE	% CHANGE	CURRENT TAX
	ASSD RATE	PRIOR YEAR	CURRENT YEAR			
C COMM/INDUSTRIAL RURAL	25.0/25.0	446,838	446,838	0	0.00	50,151.76

THE FIRST \$2,300 IN RESIDENTIAL ASSESSED VALUE IS EXEMPT FROM THE STATEWIDE USD GENERAL FUND MILL LEVY.

Grand Total: 50,151.76**SPECIAL ASSESSMENTS / NRA**

MILL LEVIES	PRIOR YEAR	CURRENT YEAR	% CHANGE
State	1.500000	1.500000	0.00
County	51.052000	50.228000	-1.61
BAKER - TOWNSHIP	0.168000	0.166000	-1.19
FIRE DIST #1	6.499000	6.435000	-0.98
SEK LIBRARY	1.523000	1.565000	2.76
USD - 250	49.924000	50.990000	2.14
WILDCAT EXT #14	1.329000	1.353000	1.81

Grand Total: 111.99500 112.23700 0.22

TAX	PRIOR YEAR	CURRENT YEAR	\$ CHANGE	% CHANGE
State	670.26	670.26	0.00	0.00
County	22,811.97	22,443.78	-368.19	-1.61
BAKER - TOWNSHIP	75.07	74.18	-0.89	-1.19
FIRE DIST #1	2,904.00	2,875.40	-28.60	-0.98
SEK LIBRARY	680.53	699.30	18.77	2.76
USD - 250	22,307.94	22,784.27	476.33	2.14
WILDCAT EXT #14	593.85	604.57	10.72	1.81

Grand Total: 50,043.62 50,151.76 108.14 0.22

REVENUE FROM PROPERTY TAX LEVIES	PRIOR YEAR	CURRENT YEAR	\$ CHANGE	% CHANGE
State	30,743.59	31,540.17	796.57	2.59
County	1,046,172.94	1,056,206.80	10,033.86	0.96
BAKER - TOWNSHIP	3,436.49	3,490.71	54.23	1.58
FIRE DIST #1	133,023.04	135,179.48	2,156.45	1.62
SEK LIBRARY	31,232.40	32,893.90	1,661.50	5.32
USD - 250	977,476.44	1,026,442.91	48,966.47	5.01
WILDCAT EXT #14	27,211.28	28,447.98	1,236.70	4.54

Grand Total: 2,249,296.18 2,314,201.95 64,905.77 2.89

IF TAXES ARE NOT PAID BY THE DUE DATE, INTEREST PER ANNUM IS CHARGED.

1st HALF / FULL PAYMENT COUPON - 2018
FIRST HALF DUE: 12/20/2018

TAXPAYER ID #: SHMA00000
 STATEMENT #: 21029
 Parcel #: 1962400002002000
 S & H MANAGEMENT LLC

1



Real Estate

PAID ON
12/03/2018

1503 BITNER CT
 PITTSBURG, KS - 66762-8782

1ST HALF PAYMENT DUE 0.00

() Check if Receipt Requested

2nd HALF PAYMENT COUPON - 2018
SECOND HALF DUE: 05/10/2019

TAXPAYER ID #: SHMA00000
 STATEMENT #: 21029
 Parcel #: 1962400002002000
 S & H MANAGEMENT LLC

2



Real Estate

1503 BITNER CT
 PITTSBURG, KS - 66762-8782

2ND HALF PAYMENT DUE 25,075.88

() Check if Receipt Requested

VENDOR SET: 99 City of Pittsburg, KS
BANK: * ALL BANKS
DATE RANGE: 1/01/2019 THRU 1/15/2019

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1	470 FIELDCREST	VOIDED						
1	470 FIELDCREST	VOIDED						
	C-CHECK 470 FIELDCREST	VOIDED	V 1/04/2019			183835		305.00CR
	C-CHECK VOID CHECK		V 1/04/2019			183852		
	C-CHECK VOID CHECK		V 1/04/2019			183853		
	C-CHECK VOID CHECK		V 1/04/2019			183854		
8029	THE MUSICAL COMPANY, LP							
8029	THE MUSICAL COMPANY, LP							
	C-CHECK THE MUSICAL COMPANY, LP	VOIDED	V 1/04/2019			183863		4,825.00CR
	C-CHECK VOID CHECK		V 1/04/2019			183869		
	C-CHECK VOID CHECK		V 1/04/2019			183870		
	C-CHECK VOID CHECK		V 1/11/2019			183883		
	C-CHECK VOID CHECK		V 1/11/2019			183884		
	C-CHECK VOID CHECK		V 1/11/2019			183893		
	C-CHECK VOID CHECK		V 1/11/2019			183922		
	C-CHECK VOID CHECK		V 1/11/2019			183923		
	C-CHECK VOID CHECK		V 1/11/2019			183924		
	C-CHECK VOID CHECK		V 1/11/2019			183927		
	C-CHECK VOID CHECK		V 1/11/2019			183928		
	C-CHECK VOID CHECK		V 1/11/2019			183929		

* * 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:	16 VOID DEBITS	0.00		
	VOID CREDITS	5,130.00CR	5,130.00CR	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: * TOTALS:	16	5,130.00CR	0.00	0.00
BANK: * TOTALS:	16	5,130.00CR	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	1/02/2019			000000		1,333.75
0224	KDOR	D	1/07/2019			000000		5,308.04
0224	KDOR	D	1/08/2019			000000		5,930.20
0321	KP&F	D	1/11/2019			000000		46,914.68
0728	ICMA	D	1/11/2019			000000		660.00
1050	KPERS	D	1/11/2019			000000		39,222.00
3570	AMERICAN EXPRESS, INC	D	1/04/2019			000000		242.55
4520	ETS CORPORATION	D	1/02/2019			000000		8,826.54
5677	BANK OF AMERICA, INC	D	1/03/2019			000000		244.03
5904	TASC	D	1/11/2019			000000		6,551.21
6415	GREAT WEST TANDEM KPERS 457	D	1/11/2019			000000		4,155.50
7285	ALLSTATE BENEFITS	D	1/02/2019			000000		766.98
7290	DELTA DENTAL OF KANSAS INC	D	1/04/2019			000000		1,694.55
7290	DELTA DENTAL OF KANSAS INC	D	1/11/2019			000000		2,201.00
7877	CORESOURCE	D	1/03/2019			000000		14,588.87
7877	CORESOURCE	D	1/10/2019			000000		16,038.60
7764	UNITED STATES PLASTIC CORP.	E	1/07/2019			003129		167.87
8031	ARCK CONSTRUCTION, CONSULTING	E	1/07/2019			003130		825.00
0038	LEAGUE OF KANSAS MUNICIPALITIE	E	1/07/2019			003131		8,850.47
0044	CRESTWOOD COUNTRY CLUB	E	1/07/2019			003132		337.00
0046	ETTINGERS OFFICE SUPPLY	E	1/07/2019			003133		387.07
0084	INTERSTATE EXTERMINATOR, INC.	E	1/07/2019			003134		430.00

VENDOR SET: 99 City of Pittsburgh, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 1/01/2019 THRU 1/15/2019

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0101	BUG-A-WAY INC	E	1/07/2019			003135		10.00
0105	PITTSBURG AUTOMOTIVE INC	E	1/07/2019			003136		228.66
0109	RANDY VILELA TRUCKING & HAULIN	E	1/07/2019			003137		4,000.00
0135	PITTSBURG AREA CHAMBER OF COMM	E	1/07/2019			003138		21,200.00
0181	INGRAM	E	1/07/2019			003139		24.56
0194	KANSAS STATE TREASURER	E	1/07/2019			003140		3,555.50
0292	UNIFIRST CORPORATION	E	1/07/2019			003141		44.70
0294	COPY PRODUCTS, INC.	E	1/07/2019			003142		1,235.59
0306	CASTAGNO OIL CO INC	E	1/07/2019			003143		835.50
0335	CUSTOM AWARDS, LLC	E	1/07/2019			003144		137.94
0486	MID-STATES ORGANIZED CRIME INF	E	1/07/2019			003145		200.00
0534	TYLER TECHNOLOGIES INC	E	1/07/2019			003146		44,947.16
0577	KANSAS GAS SERVICE	E	1/07/2019			003147		78.49
0597	MIDWEST MINERALS INC	E	1/07/2019			003148		188.19
0650	HOME CENTER CONSTRUCTION	E	1/07/2019			003149		75,689.67
0690	TREASURED IMAGES	E	1/07/2019			003150		21.25
0823	TOUCHTON ELECTRIC INC	E	1/07/2019			003151		40.00
0866	AVFUEL CORPORATION	E	1/07/2019			003152		18,044.04
1354	INTERNATIONAL INSTITUTE OF MUN	E	1/07/2019			003153		170.00
1478	KANSASLAND TIRE OF PITTSBURG	E	1/07/2019			003154		144.35
1619	MIDWEST TAPE, LLC	E	1/07/2019			003155		115.18
1657	CRAWFORD COUNTY HEALTH DEPT	E	1/07/2019			003156		1,675.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2825	KANSAS DEPT OF ADMINISTRATION	E	1/07/2019			003157		454.06
2945	GALAXIE BUSINESS EQUIPMENT, IN	E	1/07/2019			003158		10,630.00
3192	MUNICIPAL CODE CORP	E	1/07/2019			003159		350.00
4307	HENRY KRAFT, INC.	E	1/07/2019			003160		107.96
4618	TRESA MILLER	E	1/07/2019			003161		399.50
6117	ALEXANDER OPEN SYSTEMS, INC	E	1/07/2019			003162		225.00
6175	HENRY C MENGhini	E	1/07/2019			003163		145.40
6558	VERMONT SYSTEMS INC	E	1/07/2019			003164		6,772.27
7028	MATTHEW L. FRYE	E	1/07/2019			003165		200.00
7038	SIGNET COFFEE ROASTERS	E	1/07/2019			003166		41.25
7109	SAMANAGE USA, INC	E	1/07/2019			003167		10,634.40
7138	OME CORP, LLC	E	1/07/2019			003168		228.00
7284	TRANSYSTEMS CORPORATION	E	1/07/2019			003169		1,939.71
7407	LIMELIGHT MARKETING LLC	E	1/07/2019			003170		2,000.00
7493	EMERY SAPP & SONS INC	E	1/07/2019			003171		211,283.91
7594	LEADSONLINE LLC	E	1/07/2019			003172		2,462.00
7839	VISION SERVICE PLAN INSURANCE	E	1/07/2019			003173		1,398.32
7917	MIDWEST SPORTS PRODUCTIONS, LL	E	1/07/2019			003174		180.00
0046	ETTINGERS OFFICE SUPPLY	E	1/14/2019			003226		482.62
0055	JOHN'S SPORT CENTER, INC.	E	1/14/2019			003227		240.00
0062	LINDSEY SOFTWARE SYSTEMS, INC.	E	1/14/2019			003228		932.00
0101	BUG-A-WAY INC	E	1/14/2019			003229		110.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0105	PITTSBURG AUTOMOTIVE INC	E	1/14/2019			003230		712.90
0109	RANDY VILELA TRUCKING & HAULIN	E	1/14/2019			003231		3,445.00
0117	THE MORNING SUN	E	1/14/2019			003232		1,117.88
0128	VIA CHRISTI HOSPITAL	E	1/14/2019			003233		158.00
0133	JIM RADELL CONSTRUCTION INC	E	1/14/2019			003234		31,055.50
0135	PITTSBURG AREA CHAMBER OF COMM	E	1/14/2019			003235		64.00
0142	HECKERT CONSTRUCTION CO INC	E	1/14/2019			003236		2,149.58
0202	CLIFF HIX ENGINEERING INC	E	1/14/2019			003237		15.00
0207	PEPSI-COLA BOTTLING CO OF PITT	E	1/14/2019			003238		23.90
0328	KANSAS ONE-CALL SYSTEM, INC	E	1/14/2019			003239		460.80
0335	CUSTOM AWARDS, LLC	E	1/14/2019			003240		137.37
0340	HOMER COLE COMM CTR	E	1/14/2019			003241		9,000.00
0516	AMERICAN CONCRETE CO INC	E	1/14/2019			003242		1,066.39
0534	TYLER TECHNOLOGIES INC	E	1/14/2019			003243		9,358.75
0726	PITTSBURG STATE UNIVERSITY	E	1/14/2019			003244		19.99
0746	CDL ELECTRIC COMPANY INC	E	1/14/2019			003245		102.00
0753	COUNTY OF CRAWFORD	E	1/14/2019			003246		19,625.00
0754	PSU SUBSTANCE ABUSE	E	1/14/2019			003247		3,000.00
0786	RICHARD RHEUMS	E	1/14/2019			003248		1,151.51
0844	HY-FLO EQUIPMENT CO	E	1/14/2019			003249		89.00
0969	SOUTHEAST KANSAS COMMUNITY ACT	E	1/14/2019			003250		15,000.00
1478	KANSASLAND TIRE OF PITTSBURG	E	1/14/2019			003251		228.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1629	PITTSBURG BEAUTIFUL	E	1/14/2019			003252		2,000.00
2707	THE LAWNSCAPE COMPANY, INC.	E	1/14/2019			003253		665.00
2921	DP2 BILLING SOLUTIONS, LLC	E	1/14/2019			003254		4,680.50
3192	MUNICIPAL CODE CORP	E	1/14/2019			003255		597.68
3802	BRENNTAG MID-SOUTH INC	E	1/14/2019			003256		2,259.00
4262	KDHE SRF	E	1/14/2019			003257		17,682.28
4307	HENRY KRAFT, INC.	E	1/14/2019			003258		380.20
5014	MID-AMERICA SANITATION	E	1/14/2019			003259		373.92
5275	US LIME COMPANY-ST CLAIR	E	1/14/2019			003260		4,619.80
5393	CARLOS ANGELES	E	1/14/2019			003261		25.00
5420	AQUIONICS INC	E	1/14/2019			003262		480.82
5482	JUSTIN HART	E	1/14/2019			003263		60.00
5727	B3 CONSTRUCTION INC	E	1/14/2019			003264		5,000.00
6175	HENRY C MENGHINI	E	1/14/2019			003265		750.00
6402	BEAN'S TOWING & AUTO BODY	E	1/14/2019			003266		3,291.70
6498	BLUEGLOBES LLC	E	1/14/2019			003267		409.15
6777	DH PACE CO	E	1/14/2019			003268		1,162.57
7038	SIGNET COFFEE ROASTERS	E	1/14/2019			003269		41.25
7195	STANDARD AND POOR'S FINANCIAL	E	1/14/2019			003270		11,500.00
7284	TRANSYSTEMS CORPORATION	E	1/14/2019			003271		1,625.00
7739	COMMUNITIES IN SCHOOLS OF MID	E	1/14/2019			003272		10,000.00
7806	CORE & MAIN LP	E	1/14/2019			003273		7,960.23

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 1/01/2019 THRU 1/15/2019

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7852	TRIA HEALTH, LLC	E	1/14/2019			003274		1,517.57
7906	ARNETT GLASS	E	1/14/2019			003275		1,060.00
7959	ALL ABOARD FOUNDATION	E	1/14/2019			003276		2,448.34
1	470 FIELDCREST	V	1/04/2019			183835		305.00
1	470 FIELDCREST	VOIDED						
1	470 FIELDCREST	VOIDED						
M-CHECK	470 FIELDCREST	VOIDED	V 1/04/2019			183835		305.00CR
2004	AIRE-MASTER OF AMERICA, INC.	R	1/04/2019			183836		17.22
4205	AMERICAN BANKERS INS CO OF FL	R	1/04/2019			183837		10,548.00
1342	CCMFOA OF KANSAS	R	1/04/2019			183838		100.00
7279	CLAYTON HOLDINGS, LLC	R	1/04/2019			183839		181,426.12
7517	CRAW-KAN TELEPHONE COOPERATIVE	R	1/04/2019			183840		979.98
0375	WICHITA WATER CONDITIONING, IN	R	1/04/2019			183841		11.50
1072	CUSIP GLOBAL SERVICES	R	1/04/2019			183842		417.00
6164	ROBERT BEECHER	R	1/04/2019			183843		350.00
8030	DENNY HASTINGS FLP #14	R	1/04/2019			183844		705.00
7463	DEREK HEIKES	R	1/04/2019			183845		8,000.00
7680	IMA, INC.	R	1/04/2019			183846		3,125.00
7274	INTERNATIONAL TOWN & GOWN ASSO	R	1/04/2019			183847		400.00
0314	KACM	R	1/04/2019			183848		210.00
7792	KANREN, INC	R	1/04/2019			183849		22,999.92
6492	KANSAS ECONOMIC PROGRESS COUNC	R	1/04/2019			183850		100.00
7108	KANSAS MUNICIPAL INSURANCE TRU	R	1/04/2019			183851		192,527.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6750	HW LOCHNER, BWR DIVISION	R	1/04/2019			183855		10,056.83
1847	MILLERS	R	1/04/2019			183856		1,684.80
7151	TOTALFUNDS	R	1/04/2019			183857		1,000.00
7151	TOTALFUNDS	R	1/04/2019			183858		500.00
8032	PINEGAR, SMITH & ASSOCIATES IN	R	1/04/2019			183859		4,000.00
7469	RADCLIFF AGENCY, LLC	R	1/04/2019			183860		250.00
1795	SOUTHEAST KANSAS, INC	R	1/04/2019			183861		650.00
5904	TASC	R	1/04/2019			183862		1,795.00
8029	THE MUSICAL COMPANY, LP	V	1/04/2019			183863		4,825.00
8029	THE MUSICAL COMPANY, LP							
8029	THE MUSICAL COMPANY, LP							
M-CHECK	THE MUSICAL COMPANY, LP VOIDED	V	1/04/2019			183863		4,825.00CR
2916	US CELLULAR	R	1/04/2019			183864		99.38
5589	VERIZON WIRELESS SERVICES, LLC	R	1/04/2019			183865		228.83
5410	WATCO COMPANIES INC	R	1/04/2019			183866		5,029.40
0831	WATER ENVIRONMENT FEDERATION	R	1/04/2019			183867		85.00
2350	WASTE CORPORATION OF MISSOURI	R	1/04/2019			183868		1,025.91
1108	WESTAR ENERGY	R	1/04/2019			183871		64.40
8029	THE MUSICAL COMPANY, LP	R	1/08/2019			183879		3,985.00
8033	FIRE SYSTEMS TECHNOLOGY INC	R	1/10/2019			183880		18,851.20
6154	4 STATE MAINTENANCE SUPPLY INC	R	1/11/2019			183881		283.98
0523	AT&T	R	1/11/2019			183882		6,875.68
7856	BARDAVON HEALTH INNOVATIONS, L	R	1/11/2019			183885		175.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 1/01/2019 THRU 1/15/2019

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7286	CELLEBRITE USA INC	R	1/11/2019			183886		3,700.00
1369	CITY ATTORNEYS ASSOCIATION OF	R	1/11/2019			183887		35.00
1	COMMERCIAL GASKET PACKING	R	1/11/2019			183888		60.00
5759	COMMUNITY HEALTH CENTER OF SEK	R	1/11/2019			183889		10,000.00
4263	COX COMMUNICATIONS KANSAS LLC	R	1/11/2019			183890		29.40
4263	COX COMMUNICATIONS KANSAS LLC	R	1/11/2019			183891		14.07
4263	COX COMMUNICATIONS KANSAS LLC	R	1/11/2019			183892		2,147.36
4263	COX COMMUNICATIONS KANSAS LLC	R	1/11/2019			183894		96.14
0095	CRAWFORD COUNTY TREASURER	R	1/11/2019			183895		6,203.75
0375	WICHITA WATER CONDITIONING, IN	R	1/11/2019			183896		6.50
1	DE LUNA, VANESSA	R	1/11/2019			183897		31.25
0118	FED EX	R	1/11/2019			183898		28.54
7189	FISHER PATTERSON SAYLER & SMIT	R	1/11/2019			183899		234.00
7993	GERALD E WARREN, II	R	1/11/2019			183900		1,957.35
6833	GREENBUSH	R	1/11/2019			183901		850.75
7680	IMA, INC.	R	1/11/2019			183902		3,125.00
1	JAY'S PLUMBING	R	1/11/2019			183903		305.00
5054	KANSAS ASSOC FOR COURT MANAGEM	R	1/11/2019			183904		110.00
4247	KANSAS MAYORS ASSOC.	R	1/11/2019			183905		50.00
0225	KDOR	R	1/11/2019			183906		9,824.52
0226	KDOR LIQUOR TAX	R	1/11/2019			183907		33.33
6656	KNIPP EQUIPMENT INC	R	1/11/2019			183908		230.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3283	KSFFA	R	1/11/2019			183909		50.00
7190	LEXISNEXIS RISK DATA MANAGEMEN	R	1/11/2019			183910		381.92
7938	ROSANO DEL PILAR MENDEZ	R	1/11/2019			183911		25.00
7917	MIDWEST SPORTS PRODUCTIONS, LL	R	1/11/2019			183912		180.00
5159	MOTION INDUSTRIES INC	R	1/11/2019			183913		239.09
7392	ASSURECO RISK MANAGEMENT & REG	R	1/11/2019			183914		350.00
2223	PITNEY BOWES	R	1/11/2019			183915		655.56
3434	PITTSBURG SUNRISE ROTARY	R	1/11/2019			183916		900.00
7016	PROSEAL, INC	R	1/11/2019			183917		160,412.34
7270	SECURITY 1ST TITLE, LLC	R	1/11/2019			183918		240.00
6260	TRANE	R	1/11/2019			183919		71.91
0349	UNITED WAY OF CRAWFORD COUNTY	R	1/11/2019			183920		55.85
5589	VERIZON WIRELESS SERVICES, LLC	R	1/11/2019			183921		7,663.82
2350	WASTE CORPORATION OF MISSOURI	R	1/11/2019			183925		529.71
1108	WESTAR ENERGY	R	1/11/2019			183926		92,409.85
5371	PITTSBURG FAMILY YMCA	R	1/11/2019			183930		370.34

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	73	787,294.50	0.00	782,164.50
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	16	154,678.50	0.00	154,678.50
EFT:	97	613,370.17	0.00	613,370.17
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	2 VOID DEBITS	0.00		
	VOID CREDITS	5,130.00CR	5,130.00CR	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: 80144TOTALS:	188	1,550,213.17	0.00	1,550,213.17
BANK: 80144 TOTALS:	188	1,550,213.17	0.00	1,550,213.17

VENDOR SET: 99 City of Pittsburg, KS
BANK: HAP BMO HARRIS BANK-HAP
DATE RANGE: 1/01/2019 THRU 1/15/2019

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7581	REX LINVILLE	E	1/03/2019			003020		205.00
7717	LAWRENCE E GIGER	E	1/03/2019			003021		573.00
7837	MARJI RENTALS, LLC	E	1/03/2019			003022		294.00
0372	CONNER REALTY	E	1/03/2019			003023		702.00
0855	CHARLES HOSMAN	E	1/03/2019			003024		20.00
1008	BENJAMIN M BEASLEY	E	1/03/2019			003025		1,502.00
1231	JOHN LOVELL	E	1/03/2019			003026		532.00
1609	PHIL O'MALLEY	E	1/03/2019			003027		4,618.00
1638	VERNON W PEARSON	E	1/03/2019			003028		389.00
1982	KENNETH N STOTTS, SR	E	1/03/2019			003029		455.00
2304	DENNIS HELMS	E	1/03/2019			003030		625.00
2542	YOST PROPERTIES	E	1/03/2019			003031		806.00
2624	ESTATE OF JAMES ZIMMERMAN	E	1/03/2019			003032		316.00
2850	VENITA STOTTS	E	1/03/2019			003033		550.00
2913	KENNETH N STOTTS JR	E	1/03/2019			003034		283.00
3067	STEVE BITNER	E	1/03/2019			003035		3,564.00
3082	JOHN R JONES	E	1/03/2019			003036		350.00
3114	PATRICIA BURLESON	E	1/03/2019			003037		1,654.00
3142	COMMUNITY MENTAL HEALTH CENTER	E	1/03/2019			003038		1,021.00
3162	THOMAS A YOAKAM	E	1/03/2019			003039		175.00
3193	WILLIAM CROZIER	E	1/03/2019			003040		1,051.00
3218	CHERYL L BROOKS	E	1/03/2019			003041		612.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3272	DUNCAN HOUSING LLC	E	1/03/2019			003042		4,409.00
3273	RICHARD F THENIKL	E	1/03/2019			003043		1,007.00
3294	JOHN R SMITH	E	1/03/2019			003044		670.00
3668	MID AMERICA PROPERTIES OF PITT	E	1/03/2019			003045		3,854.00
3724	YVONNE L. ZORNES	E	1/03/2019			003046		429.00
3746	JAROLD BONBRAKE	E	1/03/2019			003047		306.00
3946	THOMAS E SPURGEON	E	1/03/2019			003048		620.00
4054	MICHAEL A SMITH	E	1/03/2019			003049		1,413.00
4218	MEADOWLARK TOWNHOUSES	E	1/03/2019			003050		2,366.00
4492	PITTSBURG SENIORS	E	1/03/2019			003051		3,630.00
4523	TODD A TROWBRIDGE	E	1/03/2019			003052		702.00
4786	JENNIFER STANLEY	E	1/03/2019			003053		418.00
5039	VANETA MATHIS	E	1/03/2019			003054		269.00
5393	CARLOS ANGELES	E	1/03/2019			003055		1,925.00
5549	DELBERT BAIR	E	1/03/2019			003056		295.00
5653	PEGGY HUNT	E	1/03/2019			003057		103.00
5658	DEANNA J HIGGINS	E	1/03/2019			003058		166.00
5676	BARBARA TODD	E	1/03/2019			003059		51.00
5796	JOHN A ESLICK	E	1/03/2019			003060		600.00
5834	DENNIS TROUT	E	1/03/2019			003061		76.00
5896	HORIZON INVESTMENTS GROUP INC	E	1/03/2019			003062		337.00
5906	JOHN HINRICHS	E	1/03/2019			003063		279.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: HAP BMO HARRIS BANK-HAP

DATE RANGE: 1/01/2019 THRU 1/15/2019

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5957	PASTEUR PROPERTIES LLC	E	1/03/2019			003064		3,996.00
5961	LARRY VANBECELAERE	E	1/03/2019			003065		425.00
6002	SALLY THRELFALL	E	1/03/2019			003066		303.00
6090	RANDAL BENNEFELD	E	1/03/2019			003067		830.00
6130	T & K RENTALS LLC	E	1/03/2019			003068		433.00
6161	MICHAEL J STOTTS	E	1/03/2019			003069		167.00
6172	ANDREW ALEX WACHTER	E	1/03/2019			003070		293.00
6269	EDWARD SWOR	E	1/03/2019			003071		963.00
6295	DAVID L PETERSON	E	1/03/2019			003072		1,612.00
6298	KEVAN L SCHUPBACH	E	1/03/2019			003073		9,492.00
6306	BALKANS DEVELOPMENT LLC	E	1/03/2019			003074		403.00
6322	R JAMES BISHOP	E	1/03/2019			003075		699.00
6394	KEVIN HALL	E	1/03/2019			003076		2,047.00
6441	HEATHER D MASON	E	1/03/2019			003077		891.00
6464	PRO X PROPERTY SOLUTIONS, LLC	E	1/03/2019			003078		3,514.00
6657	OZARKS AREA COMMUNITY ACTION C	E	1/03/2019			003079		658.49
6673	JUDITH A COLLINS	E	1/03/2019			003080		742.00
6694	DELBERT BAIR	E	1/03/2019			003081		474.00
6708	CHARLES MERTZ	E	1/03/2019			003082		32.00
6726	JEPSON HOLDINGS, LLC	E	1/03/2019			003083		822.00
6886	DELBERT BAIR	E	1/03/2019			003084		479.00
6916	STILWELL HERITAGE & EDUCATIONA	E	1/03/2019			003085		3,561.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6953	CARL ULEPICH	E	1/03/2019			003086		321.00
7024	KIMBERLY GRISSOM	E	1/03/2019			003087		550.00
7027	CALVIN L THOMAS	E	1/03/2019			003088		179.00
7083	PITTSBURG HEIGHTS, LP	E	1/03/2019			003089		5,378.00
7112	RANDY VILELA	E	1/03/2019			003090		793.00
7220	TIMOTHY ADAM	E	1/03/2019			003091		234.00
7222	MICHAEL WILBER	E	1/03/2019			003092		241.00
7294	AMMP PROPERTIES, LLC	E	1/03/2019			003093		795.00
7312	JASON HARRIS	E	1/03/2019			003094		466.00
7326	RANDY ALLEE	E	1/03/2019			003095		301.00
7344	TERRY O BARTLOW	E	1/03/2019			003096		307.00
7413	JERRY STANDLEE	E	1/03/2019			003097		301.00
7431	R&R RENTALS OF PITTSBURG LLC	E	1/03/2019			003098		550.00
7524	SOUTHEAST KANSAS COMMUNITY ACT	E	1/03/2019			003099		260.00
7554	TRAVIS R RIDGWAY	E	1/03/2019			003100		290.00
7587	DAVID RUA	E	1/03/2019			003101		485.00
7612	ENDICOTT RENTALS, LLC	E	1/03/2019			003102		786.00
7645	SEWARD RENTALS, LLC	E	1/03/2019			003103		919.00
7654	A & R RENTALS, LLC	E	1/03/2019			003104		2,447.00
7659	CHARLES R ALLEN	E	1/03/2019			003105		850.00
7668	JOHN BEST	E	1/03/2019			003106		740.00
7669	CHARLES GILMORE	E	1/03/2019			003107		777.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: HAP BMO HARRIS BANK-HAP

DATE RANGE: 1/01/2019 THRU 1/15/2019

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7741	SUSAN E ADAMS	E	1/03/2019			003108		206.00
7777	DELBERT BAIR	E	1/03/2019			003109		403.00
7781	TAWIL PROPERTIES, LLC	E	1/03/2019			003110		203.00
7861	CLARENCE M TRENT 2017 FAMILY T	E	1/03/2019			003111		238.00
7864	CB HOMES LLC	E	1/03/2019			003112		904.00
7866	JAMES MICHAEL HORTON	E	1/03/2019			003113		526.00
7913	DANIEL CANADY	E	1/03/2019			003114		625.00
7915	DENNY L GRISSOM	E	1/03/2019			003115		800.00
7918	CITY OF LEAVENWORTH	E	1/03/2019			003116		658.34
7934	DIANA L OERTLE	E	1/03/2019			003117		307.00
7936	PITTSBURG HIGHLANDS LP	E	1/03/2019			003118		731.00
7996	ERIC SCHIEFELBEIN	E	1/03/2019			003119		238.00
8005	REMINGTON SQUARE APARTMENTS OF	E	1/03/2019			003120		5,378.00
7955	CBA BUSINESS SOLUTIONS LLC	R	1/02/2019			183826		1,286.00
6585	CLASS HOMES 1 LLC	R	1/02/2019			183827		152.00
7616	STEVE KUPLIN	R	1/02/2019			183828		797.00
1601	GRAIG MOORE	R	1/02/2019			183829		1,401.00
3187	DEAN POWELL	R	1/02/2019			183830		174.00
1800	DAN RODABAUGH	R	1/02/2019			183831		1,286.00
6451	NAZAR SAMAN	R	1/02/2019			183832		266.00
0472	LARRY SPRESSER, LLC	R	1/02/2019			183833		445.00
4636	WESTAR ENERGY, INC. (HAP)	R	1/02/2019			183834		1,211.00

VENDOR SET: 99 City of Pittsburg, KS
BANK: HAP BMO HARRIS BANK-HAP
DATE RANGE: 1/01/2019 THRU 1/15/2019

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
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* * T O T A L S * *	NO			INVOICE AMOUNT		DISCOUNTS		CHECK AMOUNT
REGULAR CHECKS:	9			7,018.00		0.00		7,018.00
HAND CHECKS:	0			0.00		0.00		0.00
DRAFTS:	0			0.00		0.00		0.00
EFT:	101			106,245.83		0.00		106,245.83
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:	110			113,263.83		0.00		113,263.83
BANK: HAP TOTALS:	110			113,263.83		0.00		113,263.83

VENDOR SET: 99 City of Pittsburg, KS
BANK: TBRA BMO HARRIS BANK-TBRA
DATE RANGE: 1/01/2019 THRU 1/15/2019

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1008	BENJAMIN M BEASLEY	E	1/03/2019			003121		450.00
4013	KNIGHTS OF COLUMBUS TOWERS	E	1/03/2019			003122		227.00
5393	CARLOS ANGELES	E	1/03/2019			003123		665.00
5534	SYCAMORE VILLAGE APARTMENTS	E	1/03/2019			003124		1,646.00
5957	PASTEUR PROPERTIES LLC	E	1/03/2019			003125		425.00
6298	KEVAN L SCHUPBACH	E	1/03/2019			003126		700.00
6916	STILWELL HERITAGE & EDUCATIONA	E	1/03/2019			003127		465.00
7413	JERRY STANDLEE	E	1/03/2019			003128		400.00

* * 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:	8	4,978.00	0.00	4,978.00
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:	8	4,978.00	0.00	4,978.00
BANK: TBRA TOTALS:	8	4,978.00	0.00	4,978.00
REPORT TOTALS:	306	1,668,455.00	0.00	1,668,455.00

Passed and approved this 22nd day of January, 2019.

Patrick J. O'Bryan, Mayor

ATTEST:

Tammy Nagel, City Clerk



Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Economic Development Director

DATE: January 17, 2019

SUBJECT: January 22, 2019 Agenda Item
Northgate Community Improvement District request

Pittsburg's Northgate Shopping Complex, home to Applebee's, Big Lots, Petsense, and several other national retailers, was recently purchased by Northgate Associates, LLC. The new owners have proposed a significant renovation of the Northgate Shopping Complex, to include façade and building renovations, pad site/tenant improvements, public sidewalks and upgraded pylon signage. This will not only improve the appearance of a very visible stretch of North Broadway, it will also make the Northgate Complex more appealing to prospective tenants.

To help facilitate this proposed \$8 million investment, Northgate Associates has requested the City establish a Community Improvement District (CID). A CID is an economic development tool that allows developers to levy an additional sales tax, which is then used to reimburse the developer for the cost of this renovation project. CID statutes permit an additional sales tax of up to 2%. Northgate Associates originally requested an additional amount of 1%, but lowered it to 0.9% at the request of City staff. This would bring the total sales tax collected at the Northgate Complex to 9.9%. Northgate's development agreement will also include plans to construct a sidewalk along Broadway at the request of City staff.

It's important to note that a CID features a pay-as-you-go format and would not create any financial liability for the City. Although the City has a CID policy in place, this is its first official request.

Northgate Associates, LLC, have also requested an Industrial Revenue Bond, which typically includes a property tax exemption and sales tax exemption on construction materials. However, Northgate Associates, LLC, will not request a property tax exemption, only the sales tax exemption on construction materials. Northgate Associates, LLC, anticipate completing the renovation project within a year if the CID request is approved. The IRB request will come at a later date.

The Economic Development Advisory Committee (EDAC) considered this request at its January 9, 2019, meeting and felt the project would greatly improve the appearance of the Northgate Shopping Complex. The EDAC also felt that a CID would assist the developer in retaining its existing tenants and fill its vacancies, which should result in the city receiving additional sales and real estate taxes in the future. As such, the EDAC has recommended approval of the Northgate Associates CID request.

Please place the accompanying funding agreement and authorizing resolution on the agenda for the City Commission meeting scheduled for Tuesday, January 22, 2019. I would also respectfully request that the CID petition to be added to the agenda packet as well. Action being requested is the approval or denial of the funding agreement and resolution and, if approved, authorize the Mayor to sign the appropriate documents. If approved, a public hearing on the resolution would be held at the February 12, 2019, City Commission meeting.

**PETITION FOR THE CREATION OF A
COMMUNITY IMPROVEMENT DISTRICT
(NORTHGATE PLAZA)**

TO: City Commission,
City of Pittsburg, Kansas

The undersigned (the “**Petitioners**”), being the owners of record, whether resident or not, of the following:

1. Not less than fifty-five percent (55%) of the land area contained within the hereinafter described community improvement district; and
2. Not less than fifty-five percent (55%) by assessed value of the land area contained within the hereinafter described community improvement district.

hereby petition the City of Pittsburg, Kansas (the “**City**”) to create the Northgate Plaza Community Improvement District (the “**CID District**”) and authorize the proposed CID project (the “**CID Project**”) hereinafter set forth, all in the manner provided by K.S.A § 12-6a26, *et seq.* (the “**Act**”). In furtherance of such request, the Petitioners state as follows:

1. GENERAL NATURE

The proposed CID Project consists of redevelopment of certain property located adjacent and to the east of North Broadway and south of E 29th Street within the City. The general nature of the proposed CID Project is to promote economic development within the CID District, which shall all be accomplished by providing community improvement district financing in accordance with this petition, the Act, and City of Pittsburg policy to finance the construction, maintenance, and procurement of certain improvements, costs, and services within and adjacent to the CID District, including, but not limited to: infrastructure related items, streets, sidewalks, parking improvements, buildings, facilities, tenant improvements, and soft costs and financing costs related thereto, as shown on Exhibit C hereto.

2. ESTIMATED COST

At this time, the total estimated cost of the CID Project is \$3,180,520, plus interest on construction and permanent financing.

3. PROPOSED METHOD OF FINANCING

The proposed method of financing the CID Project is from the CID Sales Tax described in paragraph 5 of the Petition through Pay-as-you-go financing or through issuance of special obligation CID bonds/notes, at the sole election of the City, as defined in the Act.

4. PROPOSED METHOD AND AMOUNT OF ASSESSMENT

Petitioners do not propose that the CID Project be financed through the levying of assessments.

5. PROPOSED AMOUNT OF SALES TAX

Petitioners propose that the CID Project be financed through the levying of a CID sales tax in the amount of 0.9% for the statutory maximum period of twenty-two years as authorized by the Act.

6. MAP AND LEGAL DESCRIPTION OF THE PROPOSED CID

A map of the CID is attached hereto at **EXHIBIT "A"**.

The legal description of the CID is attached hereto at **EXHIBIT "B"**.

7. NOTICE TO PETITION SIGNER

Petitioners hereby acknowledge that signatures may not be withdrawn from this Petition by the signers hereof after the Governing Body of the City commences consideration of this Petition, or later than seven (7) days after the filing hereof with the City Clerk, whichever occurs first.

8. PETITION BINDING ON FUTURE OWNERS

Petitioners hereby acknowledge that if this Petition is not properly withdrawn as permitted by the Act, any future owners of the property within the CID shall be bound by this Petition.

9. BOND MARKETABILITY

Petitioners hereby acknowledge that the City will record this Petition if the proposed CID Project is approved by the City Commission and that by the acceptance of this Petition, the City Commission is not making any representation as to issuance or the marketability of CID bonds/notes, if any, to finance the CID Project described in this Petition. The Petitioners assume the risk that such CID bonds/notes can be issued under terms acceptable to the City.

11. ACKNOWLEDGMENTS

Petitioner acknowledges that:

(A) the City's approval of this Petition or of the CID Project set forth in this Petition and creation of a CID by the City as proposed in this Petition does not eliminate independent requirements by the Petitioner to comply with all applicable zoning, planning, permit and other laws relating to the development of property and

(B) the City is relying on the estimated costs of the CID Project set forth in this Petition without independent investigation as to the accuracy of such estimates.

(C) the developer will enter into a mutually acceptable funding agreement with the City under which the developer will pay for the reasonable out-of-pocket costs incurred by the City related to the City's creation of the CID.

IN WITNESS WHEREOF, the undersigned, on the date set forth below, has executed the above foregoing Petition to amend the CID:

NORTHGATE ASSOCIATES, LLC

By: [Signature]

Date: 2 Jan 2019

ACKNOWLEDGMENT

STATE OF Missouri)
) ss.
COUNTY OF Jackson)

BE IT REMEMBERED, that on this 2 day of January, 2018⁹ before me, the undersigned, a Notary Public in and for said County and State, came Stephen J Bloch who is known to me to be the same person who executed the within instrument, and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

(Seal)

[Signature: Stephanie Supancic]

Notary Public in and for said
County and State

My Commission Expires:
06-06-2020



IN WITNESS WHEREOF, the undersigned, on the date set forth below, has executed the above foregoing Petition to amend the CID:

HOK-NORTHGATE LLC

By: Ed Hokanson

Date: 1/4/2019

ACKNOWLEDGMENT

STATE OF CO)
) ss.
COUNTY OF W. Mesa)

BE IT REMEMBERED, that on this 4th day of January, ²⁰¹⁹2018 before me, the undersigned, a Notary Public in and for said County and State, came Ed Hokanson, who is known to me to be the same person who executed the within instrument, and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

(Seal)

DEBORAH DE HERRERA NOTARY PUBLIC STATE OF COLORADO NOTARY ID 19894007045 MY COMMISSION EXPIRES MAY 20, 2021

Deborah De Herrera

Notary Public in and for said
County and State

My Commission Expires:

5/20/21

IN WITNESS WHEREOF, the undersigned, on the date set forth below, has executed the above foregoing Petition to amend the CID:

GM-NORTHGATE LLC

By: Gene Malone

Date: Jan 3, 2019

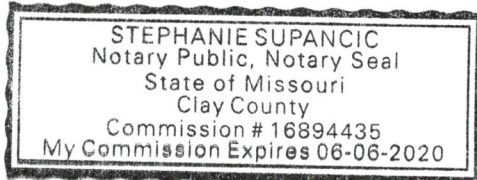
ACKNOWLEDGMENT

STATE OF Missouri)
) ss.
COUNTY OF Jackson)

BE IT REMEMBERED, that on this 7 day of January, 201~~8~~⁹ before me, the undersigned, a Notary Public in and for said County and State, came Gene Malone who is known to me to be the same person who executed the within instrument, and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

(Seal)



Stephanie Supancic

Notary Public in and for said
County and State

My Commission Expires:

06-06-2020

EXHIBIT "A"

MAP OF CID



EXHIBIT "B"

LEGAL DESCRIPTION OF CID

TRACT 1:

A tract of land in the Southwest Quarter of the Northwest Quarter (SW1/4NW1/4) of Section 17, Township 30 South, Range 25 East, Crawford County, Kansas, more particularly described as follows:

Beginning at a found iron pin at the Northwest (NW) corner of the tract and said iron pin being 195.92 feet South and 50.00 feet East of the Northwest (NW) corner of said SW/4 of the NW/4 of Section 17, Township 30 South, Range 25 East; proceed East 750.00 feet; thence South 494.40 feet; thence West 750.00 feet; thence North 491.19 feet to the above-mentioned point of beginning, EXCEPT any part thereof taken or used for right-of-way of Broadway Street.

ALSO EXCEPT that part of the above-described property conveyed to Wal-Mart Stores, Inc. by Warranty Deed recorded in Book 154, Page 380.

ALSO EXCEPT a part of the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) of Section 17, Township 30 South, Range 25 East of the 6th Principal Meridian, Crawford County, Kansas, and being more particularly described as follows: Commencing at the NW corner of said SW1/4 of the NW1/4; thence South 00 degrees 00'00" West and along the West line of said SW1/4 of the NW1/4 195.92 feet; thence South 89 degrees 27'30" East 50 feet to the true point of beginning, said point of beginning being on the East right of way line of Broadway Avenue, Pittsburgh, Kansas; thence South 89 degrees 27'30" East 156 feet; thence South 00 degrees 00'00" West 100 feet; thence North 89 degrees 27'30" West 156 feet to the said East right of way line of Broadway Avenue; thence North along said right of way 100 feet to the point of beginning.

ALSO EXCEPT a part of the SW 1/4 of the NW 1/4 of Section 17, Township 30 South, Range 25 East of the Sixth Principal Meridian, Crawford County, Kansas, more particularly described as follows, to-wit: Beginning at a point 195.92 feet South of the Northwest corner of said SW/4 NW/4; thence South 262.5 feet; thence East 50 feet more or less to the East right of way line of Broadway Avenue; thence East 51'1" to the true point of beginning; thence East 120 feet; thence South 110 feet; thence West 120 feet; thence North 110 feet to the true point of beginning.

TRACT 2:

A part of the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) of Section 17, Township 30 South, Range 25 East of the 6th Principal Meridian, Crawford County, Kansas, and being more particularly described as follows: Commencing at the NW corner of said SW1/4 of the NW1/4; thence South 00 degrees 00'00" West and along the West line of said SW1/4 of the NW1/4 195.92 feet; thence South 89 degrees 27'30" East 50 feet to the true point of beginning, said point of beginning being on the East right of way line of Broadway Avenue, Pittsburgh, Kansas; thence South 89 degrees 27'30" East 156 feet; thence South 00 degrees 00'00" West 100 feet; thence North 89 degrees 27'30" West 156 feet to the said East right of way line of Broadway Avenue; thence North along said right of way 100 feet to the point of beginning.

TRACT 3:

A part of the SW 1/4 of the NW 1/4 of Section 17, Township 30 South, Range 25 East of the Sixth Principal Meridian, Crawford County, Kansas, more particularly described as follows, to-wit: Beginning at a point 195.92 feet South of the Northwest corner of said SW/4 NW/4; thence South 262.5 feet; thence East 50 feet more or less to the East right of way line of Broadway Avenue; thence East 51'1" to the true point of beginning; thence East 120 feet; thence South 110 feet; thence West 120 feet; thence North 110 feet to the true point of beginning.

And all adjacent right-of-way.

EXHIBIT “C”

CID BUDGET ESTIMATE

Category	Total	Private	CID Eligible
LAND			
Acquisition Costs			
Purchase Price	\$ 4,425,000	\$ 4,425,000	\$ -
Survey	\$ 5,500	\$ 5,500	\$ -
Title	\$ 20,000	\$ 20,000	\$ -
Appraisal	\$ 4,500	\$ 4,500	\$ -
Buyer Commission	\$ 110,625	\$ 110,625	\$ -
Acquisition Fee	\$ 110,625	\$ 110,625	\$ -
Phase I Environmental	\$ 7,500	\$ 7,500	\$ -
Mortgage Registration	\$ 10,140	\$ 10,140	\$ -
SUBTOTAL ACQUISITION COSTS	\$ 4,693,890	\$ 4,693,890	\$ -
HARD COSTS			
In-Line Façade	\$ 321,000	\$ -	\$ 321,000
South Pad Tenant Improvements	\$ 300,000	\$ -	\$ 300,000
North Pad Building/Tenant Improvements	\$ 300,000	\$ -	\$ 300,000
Tenant Improvements (In-Line Center)	\$ 215,000	\$ -	\$ 215,000
Roof Work	\$ 120,000	\$ -	\$ 120,000
Miscellaneous	\$ 50,000	\$ -	\$ 50,000
Construction Management	\$ 35,000	\$ -	\$ 35,000
General Conditions	\$ 50,000	\$ -	\$ 50,000
Permits/Fees	\$ 25,000	\$ -	\$ 25,000
Upgrade Pylon Signs	\$ 50,000	\$ -	\$ 50,000
Public Sidewalks	\$ 12,000	\$ -	\$ 12,000
Landscaping	\$ 25,000	\$ -	\$ 25,000
Hard Cost Contingency	\$ 150,300	\$ -	\$ 150,300
SUBTOTAL HARD COSTS	\$ 1,653,300	\$ -	\$ 1,653,300
SOFT COSTS			
Architectural & Engineers including MEP	\$ 125,000	\$ -	\$ 125,000
Organization and Offering Costs	\$ 5,000	\$ -	\$ 5,000
Lease Commissions	\$ 90,000	\$ -	\$ 90,000
Project Accounting	\$ 3,000	\$ -	\$ 3,000
Construction Inspections	\$ 3,500	\$ -	\$ 3,500
Legal	\$ 35,000	\$ 35,000	\$ -
Lender Legal	\$ 17,500	\$ 17,500	\$ -
Printing, Marketing, Miscellaneous	\$ 4,000	\$ -	\$ 4,000
Loan Fee - Interim & Perm	\$ 39,000	\$ -	\$ 39,000
Interest on CID Cost Carry	\$ 1,129,373	\$ -	\$ 1,129,373
Initial Capital Reserve	\$ 62,000	\$ 62,000	\$ -
Working Capital & Contingency	\$ 56,960	\$ 56,960	\$ -
City Administrative Fee (5%)	\$ 128,347	\$ -	\$ 128,347
SUBTOTAL SOFT COSTS	\$ 1,698,680	\$ 171,460	\$ 1,527,220
TOTAL DEVELOPMENT INVESTMENT	\$ 8,045,870	\$ 4,865,350	\$ 3,180,520

FUNDING AGREEMENT
(PITTSBURG NORTHGATE CID)

This Funding Agreement ("Agreement") is entered into on January 14, 2018, between the **CITY OF PITTSBURG, KANSAS** ("City"), and **NORTHGATE ASSOCIATES LLC**, a Kansas limited liability company ("Developer").

RECITALS

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

WHEREAS, the Developer has requested that the City consider approval of a community improvement district (the "District"), in accordance with the Community Improvement District Act, K.S.A. 12-6a26 *et seq.* (the "Act") (the "Request") and, if such Request is approved by the City, the City may be requested to provide such other services and assistance as may be required to implement and administer the Request through its completion; and

WHEREAS, the City does not have a source of funds to finance costs incurred for additional legal, financial and planning consultants or for direct out-of-pocket expenses and other reasonable costs resulting from services rendered to the Developer to review, evaluate, process and consider the Request for creation of the District and implementation of a community improvement district sales tax (collectively, the "Charges");

WHEREAS, the City acknowledges that the risks and costs of preliminary planning activities and other requirements associated with the preparation of the Request are greater than those associated with ordinary development and desire to provide an inducement to Developer to assume the costs of the Request; and

WHEREAS, the parties desire to enter into this Agreement to provide for the funding of consultants used by the City to evaluate the Request and to provide an inducement to Developer to assume the costs of the Request.

AGREEMENT

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

- A. Prepare or consult with the Developer on the preparation of and consider the Request in accordance with the provisions of the Act, give all notices in a timely manner, make all legal publications and hold hearings as required by the Act;
- B. Provide necessary staff, legal, financial, and planning assistance to prepare and present the Request to the City 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, provide the necessary staff and legal, financial and planning assistance to prepare and negotiate a definitive agreement between the Developer and the City for implementation of the Request; and
- D. If a definitive agreement is entered into, provide the necessary staff, legal, financial and planning assistance to administer such agreement.

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

3. Additional Funding.

A. In the event the Deposit is completely depleted or a specific month's Charges exceed the amount presently held in the Deposit, the City shall submit to Developer an itemized statement for actual out-of-pocket expenses necessary to perform its obligations hereunder in excess of such amount held in the Deposit. 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 unpaid balance shall be subject to a penalty of one and one half percent (1.5%) per month until paid, but in no event shall such penalty exceed eighteen percent (18%) per annum, and City shall be relieved of any and all obligations hereunder until paid or may terminate this Agreement pursuant to Section 5.a. Developer shall supply the Additional Funds in a timely manner so that City activities may continue without interruption.

B. The City and the Developer agree that the Developer shall reimburse the City for actual and reasonable out-of-pocket expenses necessary to perform the City's obligations hereunder using Springsted, Incorporated, as financial advisor to the City, The Menghini Law Firm as City Attorney, Gilmore & Bell, P.C. for bond counsel, and such other special consultants and advisors as the City 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 reasonable 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 reasonable 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 shall also terminate any duties and obligations of the City with respect to this Agreement, including, but not limited to, the City's processing of 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 agreement. Following such reimbursement, the City shall refund all remaining funds in the Deposit or composed of Additional Funds within thirty (30) days.

B. The parties hereto acknowledge that the Developer may determine to abandon the Request. Upon notice of abandonment by the Developer, this Agreement shall terminate and the

City may terminate any other agreement 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 agreement. 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 within thirty (30) days.

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 within thirty (30) days.

6. Reimbursement By the City. All amounts paid by the Developer to the City pursuant to this Agreement are expected to be eligible "redevelopment project costs" in accordance with the Act, which would be eligible to be reimbursed to the Developer from bonds or on a pay-as-you basis from tax increment revenues or Community Improvement District sales tax revenues.

7. 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, Kansas
City Manager
201 West 4th Street
Pittsburg, Kansas 66762

With a copy to:

Gary A. Anderson
Gilmore & Bell P.C.
2405 Grand Blvd., Suite 1100
Kansas City, Missouri 64108

To the Developer:

Northgate Associates LLC
c/o Block & Co.
700 West 47th Street, Suite 200
Kansas City, Missouri 64112

With a copy to:

Robert Johnson
Polsinelli, PC
6201 College Boulevard, Suite 500
Overland Park, Kansas 66211

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.


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: _____
City Manager

NORTHGATE ASSOCIATES LLC

By: 
Name: Stephen J Block
Title: Manager

(Published in *The Morning Sun* on January 25 and February 1, 2019)

RESOLUTION NO. 1218

A RESOLUTION CALLING AND PROVIDING FOR THE GIVING OF NOTICE OF A PUBLIC HEARING ON THE ADVISABILITY OF CREATING A COMMUNITY IMPROVEMENT DISTRICT IN THE CITY OF PITTSBURG, KANSAS, TO BE KNOWN AS THE NORTHGATE PLAZA COMMUNITY IMPROVEMENT DISTRICT AND REGARDING THE CITY'S INTENT TO LEVY A COMMUNITY IMPROVEMENT DISTRICT SALES TAX WITHIN SUCH DISTRICT.

WHEREAS, K.S.A. 12-6a26 *et seq.* (the "Act") authorizes the governing body of any city or county to create community improvement districts to finance projects within such defined area of the city or county and to levy a community improvement district sales tax and/or levy special assessments upon property within the district to finance projects; and

WHEREAS, a petition (the "Petition") was filed with the City Clerk on or about January 9, 2019, proposing the creation of the Northgate Plaza Community Improvement District ("CID") under the Act, the imposition of a community improvement district sales tax in order to pay the costs of the Project (defined herein); and

WHEREAS, the Petition was signed by the required number of owners of record, whether resident or not, as required by the Act; and

WHEREAS, the City of Pittsburg, Kansas (the "City") intends to create the CID and to levy a community improvement district sales tax in an amount equal to 0.9% as requested in the Petition (the "CID Sales Tax"); and

WHEREAS, the City Commission (the "Governing Body") hereby finds and determines it to be necessary to direct and order a public hearing on the advisability of creating the CID, approving the Projects described herein and levying the CID Sales Tax, pursuant to the authority of the Act; and further to provide for the giving of notice of said hearing in the manner required by the Act.

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

SECTION 1. Petition. The Governing Body hereby finds and determines that the Petition meets the requirements of the Act.

SECTION 2. Public Hearing. It is hereby authorized, ordered and directed that the Governing Body shall hold a public hearing, in accordance with the provisions of the Act, on the advisability of creating the CID, approving the Projects, and whether to impose a CID Sales Tax in an amount equal to 0.9% and such other matters related thereto, such public hearing to be held on **February 12, 2019 at 5:30 p.m.**, or as soon thereafter as the matter can be heard, at the Law Enforcement Center, City Commission Room, 201 N. Pine Street, Pittsburg, Kansas, under the authority of the Act.

SECTION 3. Proposed Project. The proposed Project consists of redevelopment of certain property located adjacent and to the east of North Broadway and south of E 29th Street within the City. The general nature of the proposed Project is to promote economic development within the CID, which shall all be accomplished by providing community improvement district financing in accordance with this petition,

the Act, and City of Pittsburg policy to finance the construction, maintenance, and procurement of certain improvements, costs, and services within and adjacent to the CID, including, but not limited to: infrastructure related items, streets, sidewalks, parking improvements, buildings, facilities, and tenant improvements and soft costs and financing costs related thereto (collectively, the “Project”).

SECTION 4. Estimated Cost. The estimated cost of the proposed Projects is \$3,180,520, plus interest on construction and permanent financing.

SECTION 5. Method of Financing, Community Improvement District Sales Tax and Special Assessments. The proposed method of financing the Project is from the CID Sales Tax through pay-as-you-go financing as defined in the Act. There will be no special assessments on property within the boundaries of the CID to pay the costs of the Project.

SECTION 6. Map and Legal Description of Proposed CID. The legal description of the property to be contained in the proposed CID is set forth on **Exhibit A** attached hereto and incorporated by reference herein. A map generally outlining the boundaries of the proposed CID is attached as **Exhibit B** hereto, and incorporated by reference herein.

SECTION 7. Notice of Hearing. The City Clerk is hereby authorized, ordered and directed to give notice of said public hearing by publication of this Resolution in the official City newspaper. Such publication shall be at least once each week for two consecutive weeks. The second publication shall be at least 7 days prior to the date of the hearing. The City Clerk is hereby further ordered and directed to mail a copy of this Resolution, via certified mail, to all property owners within such proposed CID at least 10 days prior to the date of the hearing.

SECTION 8. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body of the City.

ADOPTED on January 22, 2019.

By: _____
Mayor

[SEAL]

By: _____
City Clerk

EXHIBIT A

LEGAL DESCRIPTION OF PROPOSED NORTHGATE PLAZA COMMUNITY IMPROVEMENT DISTRICT

TRACT 1:

A tract of land in the Southwest Quarter of the Northwest Quarter (SW1/4NW1/4) of Section 17, Township 30 South, Range 25 East, Crawford County, Kansas, more particularly described as follows:

Beginning at a found iron pin at the Northwest (NW) corner of the tract and said iron pin being 195.92 feet South and 50.00 feet East of the Northwest (NW) corner of said SW/4 of the NW/4 of Section 17, Township 30 South, Range 25 East; proceed East 750.00 feet; thence South 494.40 feet; thence West 750.00 feet; thence North 491.19 feet to the above-mentioned point of beginning, EXCEPT any part thereof taken or used for right-of-way of Broadway Street.

ALSO EXCEPT that part of the above-described property conveyed to Wal-Mart Stores, Inc. by Warranty Deed recorded in Book 154, Page 380.

ALSO EXCEPT a part of the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) of Section 17, Township 30 South, Range 25 East of the 6th Principal Meridian, Crawford County, Kansas, and being more particularly described as follows: Commencing at the NW corner of said SW1/4 of the NW1/4; thence South 00 degrees 00'00" West and along the West line of said SW1/4 of the NW1/4 195.92 feet; thence South 89 degrees 27'30" East 50 feet to the true point of beginning, said point of beginning being on the East right of way line of Broadway Avenue, Pittsburgh, Kansas; thence South 89 degrees 27'30" East 156 feet; thence South 00 degrees 00'00" West 100 feet; thence North 89 degrees 27'30" West 156 feet to the said East right of way line of Broadway Avenue; thence North along said right of way 100 feet to the point of beginning.

ALSO EXCEPT a part of the SW 1/4 of the NW 1/4 of Section 17, Township 30 South, Range 25 East of the Sixth Principal Meridian, Crawford County, Kansas, more particularly described as follows, to-wit: Beginning at a point 195.92 feet South of the Northwest corner of said SW/4 NW/4; thence South 262.5 feet; thence East 50 feet more or less to the East right of way line of Broadway Avenue; thence East 51'1" to the true point of beginning; thence East 120 feet; thence South 110 feet; thence West 120 feet; thence North 110 feet to the true point of beginning.

TRACT 2:

A part of the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) of Section 17, Township 30 South, Range 25 East of the 6th Principal Meridian, Crawford County, Kansas, and being more particularly described as follows: Commencing at the NW corner of said SW1/4 of the NW1/4; thence South 00 degrees 00'00" West and along the West line of said SW1/4 of the NW1/4 195.92 feet; thence South 89 degrees 27'30" East 50 feet to the true point of beginning, said point of beginning being on the East right of way line of Broadway Avenue, Pittsburgh, Kansas; thence South 89 degrees 27'30" East 156 feet; thence South 00 degrees 00'00" West 100 feet; thence North 89 degrees 27'30" West 156 feet to the said East right of way line of Broadway Avenue; thence North along said right of way 100 feet to the point of beginning.

TRACT 3:

A part of the SW 1/4 of the NW 1/4 of Section 17, Township 30 South, Range 25 East of the Sixth Principal Meridian, Crawford County, Kansas, more particularly described as follows, to-wit: Beginning at a point 195.92 feet South of the Northwest corner of said SW/4 NW/4; thence South 262.5 feet; thence East 50 feet more or less to the East right of way line of Broadway Avenue; thence East 51'1" to the true point of beginning; thence East 120 feet; thence South 110 feet; thence West 120 feet; thence North 110 feet to the true point of beginning.

And all adjacent right-of-way.

EXHIBIT B

**MAP OF PROPOSED NORTHGATE PLAZA
COMMUNITY IMPROVEMENT DISTRICT**



Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON.
Director of Public Utilities

DATE: January 16, 2019

SUBJECT: Agenda Item – January 22, 2019
Third Amendment to the Loan Agreement
Wastewater Treatment Improvements
KWPCRF Project No. C20 1656 01

The Kansas Department of Health and Environment has provided the City with the Third Amendment to the Loan Agreement for the Kansas Water Pollution Control Revolving Fund (KWPCRF) to the City of Pittsburg for the wastewater treatment improvements project. This Amendment revises the original Loan Agreement. Section 2.01 Amount of the Loan includes the \$193,770 cost to conduct the “regionalization study”, and the total Loan Amount remains \$4,500,000. The loan also provides \$155,016 of principal forgiveness of this additional cost. The semi-annual repayment amount has been decreased from \$139,566.37 (\$279,132.74 per year) to \$124,699.79 (\$244,399.58 per year) beginning with the repayment dated March 1, 2020. The final loan amount will be adjusted to the final actual amount of total costs under the loan agreement, and the final actual amount of principal forgiveness will be adjusted to 80% of the final actual cost of the “regionalization study” contract.

Since this Amendment increases the Loan Amount and repayment amount, it will be necessary for the Governing Body to pass Ordinance No. S-1060 on FIRST AND ONLY READING authorizing the execution of the Third Amendment to the Loan Agreement; establishing a dedicated source of revenue for repayment of such loan; authorizing and approving certain documents in connection therewith; and authorizing certain other actions in connection with the Third Amendment to the Loan Agreement.

MEMO TO: DARON HALL
JANUARY 16, 2019
PAGE TWO

In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, January 22, 2019. Action necessary will be approval or disapproval of the Third Amendment to the Loan Agreement and, if approved, pass Ordinance No. S-1060 on FIRST AND ONLY READING authorizing the Mayor to execute the Third Amendment to the Loan Agreement; establishing a dedicated source of revenue for repayment of such loan; authorizing and approving certain documents in connection therewith; and authorizing certain other actions in connection with the Third Amendment to the Loan Agreement.

In addition, it will also be necessary for the City Attorney to execute the Form of Opinion of Municipality's Counsel and the City Clerk should provide an excerpt of the minutes regarding the Governing Body's decision in this regard when the executed documents are returned to KDHE.

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

Attachments: Third Amendment to the Loan Agreement
 Ordinance No. S-1060

THIRD AMENDMENT TO THE
LOAN AGREEMENT

By and Between

THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT
ACTING ON BEHALF OF
THE STATE OF KANSAS

AND

PITTSBURG, KANSAS
KWPCRF PROJECT NO.: C20 1656 01

ORIGINAL LOAN AGREEMENT
EFFECTIVE AS OF APRIL 15, 2005

AMENDMENT NO.: 3
EFFECTIVE AS OF DECEMBER 3, 2018

Third Amendment to
the Loan Agreement by and between the
Kansas Department of Health and Environment
Acting on Behalf of the State of Kansas
and Pittsburg, Kansas
Effective as of December 3, 2018

WHEREAS, the City of Pittsburg, Kansas (the Municipality) has entered into a Loan Agreement with the Kansas Department of Health and Environment, acting on behalf of the State of Kansas, effective as of April 15, 2005 (the "Loan Agreement"); and

WHEREAS, said Loan Agreement was entered into for the benefit of the Municipality, KWPCRF Project No. C20 1656 01; and

WHEREAS, the Municipality and KDHE hereby determines that it is necessary to amend certain exhibits to the Loan Agreement, and

WHEREAS, pursuant to Section 6.04 of the Loan Agreement, this Third Amendment to the Loan Agreement has been duly authorized and approved by the Kansas Development Finance Authority (attached hereto as Exhibit 1).

WHEREAS, this Third Amendment to the Loan Agreement is entered into and effective as of December 3, 2018;

THEREFORE, the Loan Agreement is amended as follows:

SECTION 1. Article II, Loan Terms, Section 2.01, Amount of Loan and Exhibit(s) A, B, F and G of the LOAN AGREEMENT BY AND BETWEEN THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT AND PITTSBURG, KANSAS is hereby amended to read as set forth on the pages attached hereto.


SECTION 2. Except as herein specifically set out, the Loan Agreement is confirmed and ratified.

IN WITNESS WHEREOF, KDHE and the Municipality have caused this Third Amendment to the

Loan Agreement for the Municipality to be executed, sealed and delivered, effective as of December 3, 2018.



The KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT, acting on behalf of THE STATE OF KANSAS

By 
Secretary

"KDHE"

Date: 12-14-18

PITTSBURG, KANSAS

By _____

Title: _____

(Seal)

ATTEST:

By _____
Title: _____

The "Municipality"

Date: _____

CONSENT OF THE KANSAS DEVELOPMENT FINANCE AUTHORITY
FOR EXECUTION OF THE THIRD AMENDMENT TO THE LOAN AGREEMENT
BY AND BETWEEN
THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT
AND PITTSBURG, KANSAS

WHEREAS, pursuant to the Kansas Water Pollution Control Revolving Fund Act, K.S.A. 65-3321 et seq. (the "Act"), the State of Kansas has established the Kansas Water Pollution Control Revolving Fund for the purposes of the Federal Water Quality Act of 1987 to be administered and managed by the Secretary of the Kansas Department of Health and Environment ("KDHE"); and

WHEREAS, the Kansas Development Finance Authority (the "Authority"), the Kansas Department of Administration, and the Secretary of KDHE have entered into an Inter-Agency Agreement dated as of March 1, 1999, and a Pledge Agreement as amended, pursuant to which KDHE agrees to enter into Loan Agreements with Municipalities for Wastewater Treatment Projects and to pledge the interest portion of the Loan Repayments received pursuant to such Loan Agreements and certain other revenues to the Authority and the Authority, in turn, pledges its rights to the Revenues under the Agreement to the payment of the principal of, premium, if any, and interest on the Bonds issued for the purpose of loaning the proceeds thereof to the participating municipalities; and

WHEREAS, based on said Pledge Agreement, KDHE has entered into a Loan Agreement effective April 15, 2005 with Pittsburg, Kansas (the Municipality) for the benefit of KWPCRF Project No. C20 1565 01; and

WHEREAS, KDHE has expressed the need and intent to amend certain provisions and exhibits of said Loan Agreement with the Municipality in the form as set forth in a Third Amendment to the Loan Agreement as attached hereto; and

WHEREAS, pursuant to Section 6.04 of the Loan Agreement, the Authority must consent, in writing, to any amendment, supplement or modifications to the Loan Agreement.

WITNESSETH, the Kansas Development Finance Authority hereby agrees as follows:

- (1) The Authority acknowledges receipt of the Third Amendment to the Loan Agreement between the Kansas Department of Health and Environment and Pittsburg, Kansas effective as of December 3, 2018;
- (2) The Authority consents to the execution of the Third Amendment to the Loan Agreement by KDHE and the Municipality.

KANSAS DEVELOPMENT FINANCE AUTHORITY

By Ben Fuld
Executive Vice-President

ARTICLE II

LOAN TERMS

Section 2.01. Amount of the Loan. Subject to all of the terms, provisions and conditions of this Loan Agreement, and subject to the availability of State and Federal funds, KDHE will loan an amount not to exceed Four Million Five Hundred Thousand Dollars (\$4,500,000] to the Municipality to pay the costs of the Project described in Exhibit A hereto. The Loan Agreement will provide principal forgiveness in the estimated amount of \$155,016. The final actual amount of the Loan and the amount of principal forgiveness may be reduced without revision of any other terms, provisions or conditions of this Loan Agreement, other than the Loan Repayment Schedule (Exhibit B hereto), to reflect reductions in the estimated or actual total Project Costs as impacted by opening of bids for construction, change orders, final actual costs, and prepayments. The Municipality shall be responsible for any costs incurred by the Municipality in connection with the Project in addition to the amount of the Loan. An amendment to Exhibit B must be accomplished by an Amendment to the Loan Agreement executed by all parties.

Exhibit A

The project consists of a phased sanitary sewer collection system rehabilitation project. The project also includes construction of a system to allow electronic communication between sewage pumping stations, wastewater treatment facilities, and associated critical components of the city utilities department. The project also includes a 'regionalization study' for wastewater treatment facilities.

EXHIBIT B

LOAN REPAYMENT SCHEDULE (See Page 8)

DEDICATED SOURCE OF REVENUES AND LOAN REPAYMENT SCHEDULE

Dedicated Source of Revenue.

The Municipality shall impose and collect such rates, fees and charges for the use and services furnished by or through the System, including all improvements and additions thereto hereafter constructed or acquired by the Municipality as will provide System Revenues or levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce amounts which are sufficient to (a) pay the cost of the operation and maintenance of the System, (b) pay the principal of and interest on the Loan as and when the same become due, and (c) pay all other amounts due at any time under the Loan Agreement; provided, however, no lien or other security interest is granted by the Municipality to KDHE on the System Revenues under this Agreement. In the event that the System Revenues are insufficient to meet the obligations under the Loan and the Loan Agreement, the Municipality shall levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce the amounts necessary for the prompt payment of the obligations under the Loan and Loan Agreement.

Loan Repayment Schedule

The Municipality and KDHE have agreed that interest becoming due semiannually on the Loan during the construction period for the Project may be capitalized and repaid as a part of the Loan. In this regard, KDHE shall give the Municipality written notice of each semiannual installment of interest becoming due during the construction period. At its option, the Municipality may elect to pay such amounts, and if so elected, must pay such amounts within 30 days of receipt of the notice of their becoming due. If the Municipality does not elect to pay such amounts within 30 days of receipt of such notice, the amount then due and owing as semiannual interest on the Loan shall be capitalized and added to the principal amount of the Loan and shall bear interest at the rate of interest set forth in Section 2.02 hereof.

Principal Forgiveness

The principal forgiveness amount is calculated based on the final actual cost of the regionalization study engineering report, and will be 80% of the final actual cost of this engineering study.

KANSAS WATER POLLUTION CONTROL REVOLVING LOAN FUND

Estimated Draws - Actual Interest Rate
Amortization of Loan Costs - AMENDED

Prepared for:
City of Pittsburg, Project No. C20 1656-01

Project Principal: 4,481,517.90
Interest During Const.: 16,751.56
Service Fee During Const.: 1,730.54
Gross Loan Costs: 4,500,000.00
Estimated Principal Forgiveness: 155,016.00
Estimated Net Loan Costs: 4,344,984.00

12/3/2018
Gross Rate: 2.67%
Service Fee Rate: 0.25%
Loan Interest Rate: 2.42%
1st Payment Date: 3/1/2008
Number of Payments: 40

Payment Number	Payment Date	Beginning Balance	Interest Payment	Principal Payment	Principal Forgiveness	Service Fee	Total Payment	Ending Balance
1	3/1/2008	4,500,000.00	12,972.82	115,402.62		1,340.17	129,715.61	4,384,597.38
2	9/1/2008	4,384,597.38	13,459.23	114,865.96		1,390.42	129,715.61	4,269,731.42
3	3/1/2009	4,269,731.42	14,386.42	113,842.99		1,486.20	129,715.61	4,155,888.43
4	9/1/2009	4,155,888.43	16,324.23	111,704.99		1,686.39	129,715.61	4,044,183.44
5	3/1/2010	4,044,183.44	16,686.91	111,304.85		1,723.85	129,715.61	3,932,878.59
6	9/1/2010	3,932,878.59	20,729.55	106,844.58		2,141.48	129,715.61	3,826,034.01
7	3/1/2011	3,826,034.01	25,756.90	101,297.87		2,660.84	129,715.61	3,724,736.14
8	9/1/2011	3,724,736.14	25,758.64	101,295.95		2,661.02	129,715.61	3,623,440.19
9	3/1/2012	3,623,440.19	24,532.96	102,648.25		2,534.40	129,715.61	3,520,791.94
10	9/1/2012	3,520,791.94	23,372.58	103,928.50		2,414.53	129,715.61	3,416,863.44
11	3/1/2013	3,416,863.44	29,408.08	97,269.51		3,038.02	129,715.61	3,319,593.93
12	9/1/2013	3,319,593.93	30,429.51	96,142.55		3,143.55	129,715.61	3,223,451.38
13	3/1/2014	3,223,451.38	31,151.30	95,346.20		3,218.11	129,715.61	3,128,105.18
14	9/1/2014	3,128,105.18	30,523.50	96,038.86		3,153.25	129,715.61	3,032,066.32
15	3/1/2015	3,032,066.32	30,390.13	106,036.76		3,139.48	139,566.37	2,926,029.56
16	9/1/2015	2,926,029.56	29,887.43	106,591.39		3,087.55	139,566.37	2,819,438.17
17	3/1/2016	2,819,438.17	29,684.57	106,815.21		3,066.59	139,566.37	2,712,622.96
18	9/1/2016	2,712,622.96	28,887.98	107,694.10		2,984.29	139,566.37	2,604,928.86
19	3/1/2017	2,604,928.86	27,756.07	108,942.93		2,867.37	139,566.37	2,495,985.93
20	9/1/2017	2,495,985.93	26,966.34	109,814.25		2,785.78	139,566.37	2,386,171.68
21	3/1/2018	2,386,171.68	26,301.21	110,548.09		2,717.07	139,566.37	2,275,623.59
22	9/1/2018	2,275,623.59	25,046.58	111,932.34		2,587.45	139,566.37	2,163,691.25
23	3/1/2019	2,163,691.25	26,180.66	110,681.10		2,704.61	139,566.37	2,053,010.15
24	9/1/2019	2,053,010.15	24,841.42	112,158.69		2,566.26	139,566.37	1,940,851.46
	2/15/2020	1,940,851.46			155,016.00		0.00	1,785,835.46
25	3/1/2020	1,785,835.46	21,608.61	100,858.89		2,232.29	124,699.79	1,684,976.57
26	9/1/2020	1,684,976.57	20,388.22	102,205.35		2,106.22	124,699.79	1,582,771.22
27	3/1/2021	1,582,771.22	19,151.53	103,569.80		1,978.46	124,699.79	1,479,201.42
28	9/1/2021	1,479,201.42	17,898.34	104,952.45		1,849.00	124,699.79	1,374,248.97
29	3/1/2022	1,374,248.97	16,628.41	106,353.57		1,717.81	124,699.79	1,267,895.40
30	9/1/2022	1,267,895.40	15,341.53	107,773.39		1,584.87	124,699.79	1,160,122.01
31	3/1/2023	1,160,122.01	14,037.48	109,212.16		1,450.15	124,699.79	1,050,909.85
32	9/1/2023	1,050,909.85	12,716.01	110,670.14		1,313.64	124,699.79	940,239.71
33	3/1/2024	940,239.71	11,376.90	112,147.59		1,175.30	124,699.79	828,092.12
34	9/1/2024	828,092.12	10,019.91	113,644.76		1,035.12	124,699.79	714,447.36
35	3/1/2025	714,447.36	8,644.81	115,161.92		893.06	124,699.79	599,285.44
36	9/1/2025	599,285.44	7,251.35	116,699.33		749.11	124,699.79	482,586.11
37	3/1/2026	482,586.11	5,839.29	118,257.27		603.23	124,699.79	364,328.84
38	9/1/2026	364,328.84	4,408.38	119,836.00		455.41	124,699.79	244,492.84
39	3/1/2027	244,492.84	2,958.36	121,435.81		305.62	124,699.79	123,057.03
40	9/1/2027	123,057.03	1,488.99	123,057.03		153.77	124,699.79	0.00
Totals			781,193.14	4,344,984.00	155,016.00	80,701.74	5,206,878.88	

ORDINANCE NO. S-1060

AN ORDINANCE AUTHORIZING THE EXECUTION OF THE THIRD AMENDMENT TO THE LOAN AGREEMENT BETWEEN PITTSBURG, KANSAS AND THE STATE OF KANSAS, ACTING BY AND THROUGH THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT FOR THE PURPOSE OF OBTAINING A LOAN FROM THE KANSAS WATER POLLUTION CONTROL REVOLVING FUND FOR THE PURPOSE OF FINANCING A WASTEWATER TREATMENT PROJECT; ESTABLISHING A DEDICATED SOURCE OF REVENUE FOR REPAYMENT OF SUCH LOAN; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE THIRD AMENDMENT TO THE LOAN AGREEMENT.

WHEREAS, the Federal Water Quality Act of 1987 (the "Federal Act") established the Revolving Loan Fund Program for public wastewater treatment systems to assist in financing the costs of infrastructure needed to achieve or maintain compliance with the Federal Act and to protect the public health and authorized the Environmental Protection Agency (the "EPA") to administer a revolving loan program operated by the individual states; and

WHEREAS, to fund the state revolving fund program, the EPA will make annual capitalization grants to the states, on the condition that each state provide a state match for such state's revolving fund; and

WHEREAS, by passage of the Kansas Water Pollution Control Revolving Fund Act, K.S.A. 65-3321 through 65-3329, inclusive (the "Loan Act"), the State of Kansas (the "State") has established the Kansas Water Pollution Control Revolving Fund (the "Revolving Fund") for purposes of the Federal Act; and

WHEREAS, under the Loan Act, the Secretary of the Kansas Department of Health and Environment ("KDHE") is given the responsibility for administration and management of the Revolving Fund; and

WHEREAS, the Kansas Development Finance Authority (the "Authority") and KDHE have entered into a Pledge Agreement (the "Pledge Agreement") pursuant to which KDHE agrees to enter into Loan Agreements with Municipalities for public wastewater treatment projects (the "Projects") and to pledge the Loan Repayments (as defined in the Pledge Agreement) received pursuant to such Loan Agreements to the Authority; and

WHEREAS, the Authority is authorized under K.S.A. 74-8905(a) and the Loan Act to issue revenue bonds (the "Bonds") for the purpose of providing funds to implement the State's requirements under the Federal Act and to loan the same, together with available funds from the EPA capitalization grants, to Municipalities within the State for the payment of Project Costs (as said terms are defined in the Loan Act); and

WHEREAS, Pittsburg, Kansas (the "Municipality") is a municipality as said term is defined in the Loan Act which operates a wastewater collection, pumping, and treatment system (the "System"); and

WHEREAS, the System is a public Wastewater Treatment Works, as said term is defined in the Loan Act; and

WHEREAS, the Municipality has, pursuant to the Loan Act, submitted an Application to KDHE to obtain a loan from the Revolving Fund to finance the costs of improvements to its System consisting of the following:

The project consists of a phased sanitary sewer collection system rehabilitation project. The project also includes construction of a system to allow electronic communication between sewage pumping stations, wastewater treatment facilities, and associated critical components of the City Public Utilities Department. The project also includes a "regionalization study" for wastewater treatment facilities (the "Project"); and

WHEREAS, the Municipality has taken all steps necessary and has complied with the provisions of the Loan Act and the provisions of K.A.R. 28-16-110 to 28-16-138 (the "Regulations") applicable thereto necessary to qualify for the loan; and

WHEREAS, KDHE has informed the Municipality that it has been approved for a loan in amount of not to exceed Four Million Five Hundred Thousand Dollars (\$4,500,000) (the "Loan") in order to finance the Project; and

WHEREAS, the Governing Body of the Municipality hereby finds and determines that it is necessary and desirable to accept the Third Amendment to the Loan and to enter into a Third Amendment to the Loan Agreement and certain other documents relating thereto, and to take certain actions required in order to implement the Third Amendment to the Loan Agreement.

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

Section 1. Authorization of Third Amendment to the Loan Agreement. The Municipality is hereby authorized to accept the Loan and to enter into a certain Third Amendment to the Loan Agreement, with an effective date of December 3, 2018, with the State of Kansas acting by and through the Kansas Department of Health and Environment (the "Third Amendment to the Loan Agreement") to finance the Project

Costs (as defined in the Third Amendment to the Loan Agreement). The Mayor and Clerk are hereby authorized to execute the Third Amendment to the Loan Agreement in substantially the form presented to the Governing Body this date, with such changes or modifications thereto as may be approved by the Mayor and the City Attorney, the Mayor's execution of the Third Amendment to the Loan Agreement being conclusive evidence of such approval.

Section 2. Establishment of Dedicated Source of Revenue for Repayment of Loan. Pursuant to the Loan Act, the Municipality hereby establishes a dedicated source of revenue for repayment of the Loan. In accordance therewith, the Municipality shall impose and collect such rates, fees and charges for the use and services furnished by or through the System, including all improvements and additions thereto hereafter constructed or acquired by the Municipality as will provide System Revenues or levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce amounts which are sufficient to (a) pay the cost of the operation and maintenance of the System, (b) pay the principal of and interest on the Loan as and when the same become due, and (c) pay all other amounts due at any time under the Loan Agreement, provided, however, no lien or other security interest is granted by the Municipality to KDHE on the System Revenues under this Agreement. In the event that the System Revenues are insufficient to meet the obligations under the Loan and the Loan Agreement, the Municipality shall levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce the amounts necessary for the prompt payment of the obligations under the Loan and the Loan Agreement.

In accordance with the Loan Act, the obligations under the Loan and the Third Amendment to the Loan Agreement shall not be included within any limitation on the bonded indebtedness of the Municipality.

Section 3. Further Authority. The Mayor, Clerk and other City officials are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of the Ordinance, and to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 4. Governing Law. The Ordinance and the Third Amendment to the Loan Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of Kansas.

Section 5. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the Governing Body of the City and publication in the official City newspaper.

PASSED by the Governing Body of the City on January 22nd, 2019, and signed and **APPROVED** by the Mayor.

(SEAL)

Mayor – Patrick O'Bryan

ATTEST:

City Clerk – Tammy Nagel

[APPROVED AS TO FORM ONLY.]

City Attorney – Henry C. Menghini