

Table of Contents

Agenda	3
Approval of the February 26, 2019, Pittsburg City Commission Meeting minutes. 02-26-2019 Minutes.	6
Approval of the Economic Development Advisory Committee (EDAC) recommendation to forgive the entire balance of the loan with NPC International, Inc, as the company has met the job requirements set forth in the loan agreement with the City and authorize the Mayor to sign the necessary documents on behalf of the City. NPC Loan Forgiveness Memo	8
Approval of the Appropriation Ordinance for the period ending March 19, 2019 subject to the release of HUD expenditures when funds are received. check list	9
SILVERBACK LANDING ROAD - Consider the recommendation of the Economic Development Advisory Committee (EDAC) to provide \$60,000 from the Revolving Loan Fund (RLF), which when combined with a similar amount from the street sales tax, will enable the City to construct concrete roads in Silverback Landing. Silverback Landing Road Memo	31
RESOLUTION NO. 1219 - Consider adopting Resolution No. 1219, determining the intent of The City of Pittsburg, Kansas, to issue its Industrial Revenue Bonds in the aggregate amount not to exceed \$3,180,000 to finance the costs of acquiring, constructing and equipping a commercial project for the benefit of Northgate Associates, LLC, or its successors and assigns (Northgate Plaza Project - Sales tax exemption only). Resolution No. 1219	33
ORDINANCE NO. S-1061 - Consider adopting Ordinance No. S-1061, authorizing the creation of the Northgate Plaza Community Improvement District in the City of Pittsburg, Kansas; authorizing the making of certain project improvements relating thereto; approving the estimated costs of such project improvements; levying a Community Improvement District Sales Tax within such district; and providing for the method of financing the same and approving a development agreement. Ordinance No. S-1061 Development Agreement	36 42
DUNCAN & ALLEN - ENGAGEMENT LETTER FOR LEGAL SERVICES - Consider entering into an Engagement Letter for Legal Services with Duncan & Allen. Duncan & Allen Engagement Letter.	103
GE WARREN ASSOCIATES - MASTER SERVICES AGREEMENT - Consider entering into a Master Services Agreement with GE Warren Associates. GE Warren Master Services Agreement	110

APPOINTMENT TO DOWNTOWN ADVISORY BOARD - Due to the resignation of a Downtown Advisory Board Member, the appointment of a new member to fill the role of property owner, hospitality industry or downtown resident is needed for the term beginning immediately and concluding on December 31, 2020.

DAB Appointment Memo	126
Anselmi - DAB Application	127
Simpson - DAB Application	131

APPOINTMENT TO LAND BANK BOARD OF TRUSTEES -

Due to the resignation of a Land Bank Board of Trustees member, the appointment of a new member is needed for the term beginning immediately and concluding on December 31, 2021.

Land Bank Appointment Memo	134
Forsythe - LB Application	135
Lorenz - LB Application	140
Snow - LB Application.	142

BI-MONTHLY BUDGET REVIEW - Director of Finance Jamie Clarkson will provide the February 28, 2019, bi-monthly budget review.

agenda item.	144
----------------------	-----

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, March 19, 2019
5:30 PM

A Special Meeting of the Pittsburg City Commission is called to be held at 5:30 p.m. on Tuesday, March 19th, 2019, in the City Commission Room, located in the Law Enforcement Center at 201 North Pine, specifically to (1) consider approval of the Consent Agenda consisting of (a) the February 26th, 2019, City Commission meeting minutes; (b) a Cereal Malt Beverage license application submitted by Aldi Inc.; (c) forgiveness of a loan with NPC International, Inc.; and (d) the Appropriation Ordinance; (2) receive special presentations from the Downtown Advisory Board and Sustainability Advisory Board; (3) consider the following items (a) Silverback Landing Road request; (b) Resolution No. 1219; (c) Ordinance No. S-1061; (d) an Engagement Letter for Legal Services with Duncan & Allen; (e) a Master Services Agreement with GE Warren Associates; (f) appointment of a member to the Downtown Advisory Board; (g) appointment of a member to the Land Bank Board of Trustees; and (4) receive the bi-monthly budget review.

CONSENT AGENDA:

- a. Approval of the February 26, 2019, Pittsburg City Commission Meeting minutes.
- b. Approval of the 2019 Cereal Malt Beverage License application submitted by Aldi Inc. for the Aldi store located at 3109 North Broadway and authorize the City Clerk to issue the license.
- c. Approval of the Economic Development Advisory Committee (EDAC) recommendation to forgive the entire balance of the loan with NPC International, Inc, as the company has met the job requirements set forth in the loan agreement with the City and authorize the Mayor to sign the necessary documents on behalf of the City.
- d. Approval of the Appropriation Ordinance for the period ending March 19, 2019 subject to the release of HUD expenditures when funds are received.

ROLL CALL VOTE.

SPECIAL PRESENTATIONS:

- a. DOWNTOWN ADVISORY BOARD ANNUAL REPORT - Michael Fienen, representing the Downtown Advisory Board, will present their annual report. **Receive for file.**

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, March 19, 2019
5:30 PM

- b. SUSTAINABILITY ADVISORY BOARD ANNUAL REPORT - Dr. James Triplett, representing the Sustainability Advisory Board, will present their annual report. **Receive for file.**

CONSIDER THE FOLLOWING:

- a. SILVERBACK LANDING ROAD - Consider the recommendation of the Economic Development Advisory Committee (EDAC) to provide \$60,000 from the Revolving Loan Fund (RLF), which when combined with a similar amount from the street sales tax, will enable the City to construct concrete roads in Silverback Landing. **Approve or disapprove the recommendation of the Economic Development Advisory Committee.**
- b. RESOLUTION NO. 1219 - Consider adopting Resolution No. 1219, determining the intent of The City of Pittsburg, Kansas, to issue its Industrial Revenue Bonds in the aggregate amount not to exceed \$3,180,000 to finance the costs of acquiring, constructing and equipping a commercial project for the benefit of Northgate Associates, LLC, or its successors and assigns (Northgate Plaza Project - Sales tax exemption only). **Approve or disapprove Resolution No. 1219 and, if approved, authorize the Mayor to sign the Resolution on behalf of the City.**
- c. ORDINANCE NO. S-1061 - Consider adopting Ordinance No. S-1061, authorizing the creation of the Northgate Plaza Community Improvement District in the City of Pittsburg, Kansas; authorizing the making of certain project improvements relating thereto; approving the estimated costs of such project improvements; levying a Community Improvement District Sales Tax within such district; and providing for the method of financing the same and approving a development agreement. **Approve or disapprove Ordinance No. S-1061 and, if approved, authorize the Mayor to sign the Ordinance and development agreement on behalf of the City.**
- d. DUNCAN & ALLEN - ENGAGEMENT LETTER FOR LEGAL SERVICES - Consider entering into an Engagement Letter for Legal Services with Duncan & Allen. **Approve or disapprove the Engagement Letter for Legal Services with Duncan & Allen and, if approved, authorize the Mayor to sign the document on behalf of the City.**

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, March 19, 2019
5:30 PM

- e. GE WARREN ASSOCIATES - MASTER SERVICES AGREEMENT - Consider entering into a Master Services Agreement with GE Warren Associates. **Approve or disapprove the Master Services Agreement with GE Warren Associates and, if approved, authorize the Mayor to sign the document on behalf of the City.**

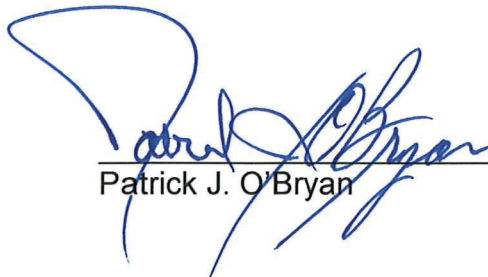
- f. APPOINTMENT TO DOWNTOWN ADVISORY BOARD - Due to the resignation of a Downtown Advisory Board Member, the appointment of a new member to fill the role of property owner, hospitality industry or downtown resident is needed for the term beginning immediately and concluding on December 31, 2020. **Appoint one new member to the Downtown Advisory Board.**

- g. APPOINTMENT TO LAND BANK BOARD OF TRUSTEES - Due to the resignation of a Land Bank Board of Trustees member, the appointment of a new member is needed for the term beginning immediately and concluding on December 31, 2021. **Appoint one new member to the Land Bank Board of Trustees.**

NON-AGENDA REPORT:

- a. BI-MONTHLY BUDGET REVIEW - Director of Finance Jamie Clarkson will provide the February 28, 2019, bi-monthly budget review. **Receive for file.**

ADJOURNMENT



Patrick J. O'Bryan

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
February 26th, 2019

A Regular Session of the Board of Commissioners was held at 5:30 p.m. on Tuesday, February 26th, 2019, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor Patrick O'Bryan presiding and the following members present: Sarah Chenoweth, Dan McNally, Dawn McNay and Chuck Munsell.

Mayor O'Bryan led the flag salute.

APPROVAL OF MINUTES – On motion of Munsell, seconded by McNally, the Governing Body approved the February 12th, 2019, City Commission Meeting minutes as presented. Motion carried.

SUSTAINABILITY ADVISORY COMMITTEE APPOINTMENT – On motion of Munsell, seconded by McNally, the Governing Body appointed George Weeks to an unexpired term as a member of the Sustainability Advisory Committee effective immediately and concluding on December 31st, 2020. Motion carried.

PURCHASE OF POLICE DEPARTMENT VEHICLES – On motion of Munsell, seconded by McNally, the Governing Body approved staff request to waive the City bid policy for capital purchases in order to purchase three (3) 2019 Dodge Charger police package vehicles for a total purchase price of \$75,157.77, and two (2) 2019 Dodge Durango police package SUV's for a total purchase price of \$61,089.44 utilizing the State of Kansas vehicle purchasing contract as a governmental sub-unit, and authorized staff to issue the necessary purchase orders. Motion carried.

FARM LEASE – On motion of Munsell, seconded by McNally, the Governing Body approved the Farm Lease between the City of Pittsburg and Mr. Kenneth Biancarelli for the tillable and grass land in Tracts 3, 4, 5, 5A and 7 located at the Atkinson Municipal Airport in the amount of \$10,835.00 for a one-year term beginning March 1st, 2019. Motion carried.

APPROPRIATION ORDINANCE – On motion of Munsell, seconded by McNally, the Governing Body approved the Appropriation Ordinance for the period ending February 26th, 2019, subject to the release of HUD expenditures when funds are received with the following roll call vote: Yea: Chenoweth, McNally, McNay, Munsell and O'Bryan. Motion carried.

PUBLIC HEARING – COMMUNITY IMPROVEMENT DISTRICT – A Public Hearing was held regarding the creation of the Northgate Community Improvement District (CID) and confirming the City's intent to levy a Community Improvement District Sales Tax within such district. There was no participation in the Public Hearing.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
February 26th, 2019

DONATION OF RIGHT OF WAY AND WARRANTY DEED - KDOT K-126 HIGHWAY BRIDGE REPLACEMENT – On motion of McNay, seconded by Chenoweth, the Governing Body approved the Donation of Right of Way and Warranty Deed to KDOT for K-126 Bridge Replacement Project Number 126-19KA-3103-01, and authorized the Mayor to sign the documents on behalf of the City. Motion carried.

CITY COMMISSION MEETING - MARCH 12, 2019 - On motion of McNally, seconded by Munsell, the Governing Body cancelled the City Commission meeting scheduled for March 12, 2019, and scheduled a Special City Commission meeting for Tuesday, March 19, 2019. Motion carried.

NON-AGENDA REPORTS & REQUESTS –

FINAL PAYMENT – AIRPORT IMPROVEMENT PROJECT – On motion of Chenoweth, seconded by McNally, the Governing Body approved final payment in the amount of \$20,866.06 (total contract amount of \$238,822.43) to McConnell & Associates, Corp., of North Kansas City, Missouri, for the project at the Atkinson Municipal Airport consisting of sealcoating and remarking Runways 4-22 and 17-35, along with the relocation and installation of new runway holding position signs. Motion carried.

BOARDS AND COMMITTEE VACANCIES – Commissioner Chenoweth announced that there are currently vacancies on the Downtown Advisory Board and Land Bank Board of Trustees.

ADJOURNMENT: On motion of Chenoweth, seconded by McNay, the Governing Body adjourned the meeting at 5:38 p.m. Motion carried.

Patrick J. O'Bryan, Mayor

ATTEST:

Tammy Nagel, City Clerk



Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Economic Development Director

DATE: March 13, 2019

SUBJECT: March 19 Agenda Item – NPC, International forgivable loan

On April 11, 2017, the Pittsburgh City Commission voted to provide a \$50,000 forgivable loan to NPC, International, to assist with the company's \$500,000 expansion of their Pittsburgh facility. This was necessitated by the company's acquisition of over 200 Wendy's franchise locations.

The loan agreement included job creation requirements in order to have the loan forgiven. NPC committed to creating ten new jobs by April 2019, with an additional five jobs to be created by April 2020. The company notified the City that it has reached its job creation goal more than one year early, and has provided verification of twenty new jobs created since the loan was approved. This would satisfy the requirements set forth in the loan agreement.

The Economic Development Advisory Committee (EDAC) considered this at their March 6 meeting and voted to recommend forgiveness of the entirety of the NPC, International loan, as the company has met their job creation requirements.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, March 19, 2019. Action being requested is the approval or denial of the loan forgiveness recommendation as stipulated above.

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1	NEWCOMER, KEITH ALLEN	UNPOST						
1	NEWCOMER, KEITH ALLEN	UNPOST						
M-CHECK	NEWCOMER, KEITH ALLEN	UNPOST	V 3/11/2019			183384		476.00CR
6873	KNIGHTS OF COLUMBUS							
6873	KNIGHTS OF COLUMBUS							
C-CHECK	KNIGHTS OF COLUMBUS	VOIDED	V 3/01/2019			184179		650.00CR
C-CHECK	VOID CHECK		V 3/08/2019			184211		
C-CHECK	VOID CHECK		V 3/08/2019			184237		
C-CHECK	VOID CHECK		V 3/08/2019			184238		
C-CHECK	VOID CHECK		V 3/08/2019			184240		
C-CHECK	VOID CHECK		V 3/08/2019			184241		
C-CHECK	VOID CHECK		V 3/08/2019			184242		

* * 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:	8 VOID DEBITS	0.00		
	VOID CREDITS	1,126.00CR	1,126.00CR	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: * TOTALS:	8	1,126.00CR	0.00	0.00
BANK: * TOTALS:	8	1,126.00CR	0.00	0.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 2/20/2019 THRU 3/12/2019

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0026	STANDARD INSURANCE COMPANY	D	3/01/2019			000000		1,380.43
0224	KDOR	D	3/05/2019			000000		1,597.85
0321	KP&F	D	2/22/2019			000000		43,455.32
0321	KP&F	D	3/08/2019			000000		44,582.19
0728	ICMA	D	2/22/2019			000000		660.00
0728	ICMA	D	3/08/2019			000000		660.00
1050	KPERS	D	2/22/2019			000000		42,702.86
1050	KPERS	D	3/08/2019			000000		40,651.38
3079	COMMERCE BANK	D	2/27/2019			000000		43,396.69
3570	AMERICAN EXPRESS, INC	D	3/04/2019			000000		213.70
4520	ETS CORPORATION	D	3/04/2019			000000		8,405.56
5677	BANK OF AMERICA, INC	D	3/05/2019			000000		642.66
5904	TASC	D	2/22/2019			000000		6,652.93
5904	TASC	D	3/08/2019			000000		6,510.02
6415	GREAT WEST TANDEM KPERS 457	D	2/22/2019			000000		4,390.50
6415	GREAT WEST TANDEM KPERS 457	D	3/08/2019			000000		4,235.00
6952	ADP INC	D	3/07/2019			000000		2,823.05
7290	DELTA DENTAL OF KANSAS INC	D	2/22/2019			000000		1,885.90
7290	DELTA DENTAL OF KANSAS INC	D	3/01/2019			000000		753.60
7290	DELTA DENTAL OF KANSAS INC	D	3/08/2019			000000		2,812.70
7877	CORESOURCE	D	2/21/2019			000000		26,545.19
7877	CORESOURCE	D	2/28/2019			000000		45,606.80

VENDOR SET: 99 City of Pittsburgh, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 2/20/2019 THRU 3/12/2019

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7877	CORESOURCE	D	3/07/2019			000000		17,737.68
0046	ETTINGERS OFFICE SUPPLY	E	2/25/2019			003585		580.42
0054	JOPLIN SUPPLY COMPANY	E	2/25/2019			003586		4,880.67
0055	JOHN'S SPORT CENTER, INC.	E	2/25/2019			003587		1,929.99
0068	BROOKS PLUMBING LLC	E	2/25/2019			003588		36.90
0087	FORMS ONE, LLC	E	2/25/2019			003589		777.26
0101	BUG-A-WAY INC	E	2/25/2019			003590		120.00
0105	PITTSBURG AUTOMOTIVE INC	E	2/25/2019			003591		685.10
0112	MARRONES INC	E	2/25/2019			003592		356.33
0203	GADES SALES CO INC	E	2/25/2019			003593		647.37
0207	PEPSI-COLA BOTTLING CO OF PITT	E	2/25/2019			003594		318.10
0286	R & R PRODUCTS INC	E	2/25/2019			003595		230.40
0294	COPY PRODUCTS, INC.	E	2/25/2019			003596		1,358.78
0317	KUNSHEK CHAT & COAL CO, INC.	E	2/25/2019			003597		4,674.30
0345	VICTOR L PHILLIPS CO	E	2/25/2019			003598		827.75
0478	VIETTI AUTO BODY INC	E	2/25/2019			003599		2,770.05
0577	KANSAS GAS SERVICE	E	2/25/2019			003600		14,933.43
0709	PURVIS INDUSTRIES LTD	E	2/25/2019			003601		250.89
0746	CDL ELECTRIC COMPANY INC	E	2/25/2019			003602		270.00
0785	REDICO INDUSTRIAL SUPPLY INC	E	2/25/2019			003603		92.50
0823	TOUCHTON ELECTRIC INC	E	2/25/2019			003604		60.00
1478	KANSASLAND TIRE OF PITTSBURG	E	2/25/2019			003605		575.60

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 2/20/2019 THRU 3/12/2019

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1733	BOYD METALS OF JOPLIN INC	E	2/25/2019			003606		1,000.00
1767	KIM VOGEL	E	2/25/2019			003607		119.90
1792	B&L WATERWORKS SUPPLY, LLC	E	2/25/2019			003608		2,020.20
1875	CITY DIRECTORIES	E	2/25/2019			003609		626.00
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	2/25/2019			003610		21.50
2137	VAN WALL GROUP	E	2/25/2019			003611		99.31
2767	BRENNTAG SOUTHWEST, INC	E	2/25/2019			003612		1,436.00
3126	W.W. GRAINGER, INC	E	2/25/2019			003613		109.24
3248	AIRGAS USA LLC	E	2/25/2019			003614		2,372.08
3571	LARRY'S DIESEL REPAIR LLC	E	2/25/2019			003615		270.93
3668	MID AMERICA PROPERTIES OF PITT	E	2/25/2019			003616		919.00
4262	KDHE SRF	E	2/25/2019			003617		183,531.56
4307	HENRY KRAFT, INC.	E	2/25/2019			003618		206.58
4354	LIFESTYLE LEASING INC	E	2/25/2019			003619		3,870.00
5275	US LIME COMPANY-ST CLAIR	E	2/25/2019			003620		8,955.91
5420	AQUIONICS INC	E	2/25/2019			003621		145.34
5514	JOE NOGA	E	2/25/2019			003622		750.00
5657	TELEDYNE INSTRUMENTS, INC	E	2/25/2019			003623		39.75
5706	S THOMPSON LLC	E	2/25/2019			003624		85.00
5855	SHRED-IT US JV LLC	E	2/25/2019			003625		194.66
5944	KCR INTERNATIONAL TRUCKS	E	2/25/2019			003626		998.54
6175	HENRY C MENGHINI	E	2/25/2019			003627		240.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 2/20/2019 THRU 3/12/2019

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6219	DOUGLAS PUMP SERVICE	E	2/25/2019			003628		412.25
6595	AMAZON.COM, INC	E	2/25/2019			003629		22,445.82
6726	JEPSON HOLDINGS, LLC	E	2/25/2019			003630		672.00
6851	SCHULTE SUPPLY INC	E	2/25/2019			003631		795.00
7038	SIGNET COFFEE ROASTERS	E	2/25/2019			003632		45.00
7049	ED ROEHR AUTO RADIO, INC	E	2/25/2019			003633		4,343.00
7377	US AWARDS INC	E	2/25/2019			003634		1,300.00
7407	LIMELIGHT MARKETING LLC	E	2/25/2019			003635		300.00
7427	OLSSON INC	E	2/25/2019			003636		22,113.66
7494	HOMETOWN VILLAGE INC	E	2/25/2019			003637		925.00
7629	EARLES ENGINEERING & INSPECTIO	E	2/25/2019			003638		25,612.50
7655	HW ACQUISITIONS, PA	E	2/25/2019			003639		658.50
7667	BRENT'S ELECTRIC, LLC	E	2/25/2019			003640		196.67
7806	CORE & MAIN LP	E	2/25/2019			003641		2,295.00
7839	VISION SERVICE PLAN INSURANCE	E	2/25/2019			003642		1,663.29
7930	SANDERSON PIPE CORPORATION	E	2/25/2019			003643		2,148.00
5340	COMMERCE BANK TRUST	E	2/27/2019			003644		27,462.82
0038	LEAGUE OF KANSAS MUNICIPALITIE	E	3/04/2019			003752		160.00
0044	CRESTWOOD COUNTRY CLUB	E	3/04/2019			003753		337.00
0046	ETTINGERS OFFICE SUPPLY	E	3/04/2019			003754		716.12
0054	JOPLIN SUPPLY COMPANY	E	3/04/2019			003755		31.74
0055	JOHN'S SPORT CENTER, INC.	E	3/04/2019			003756		948.35

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 2/20/2019 THRU 3/12/2019

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0087	FORMS ONE, LLC	E	3/04/2019			003757		2,597.84
0105	PITTSBURG AUTOMOTIVE INC	E	3/04/2019			003758		541.90
0112	MARRONES INC	E	3/04/2019			003759		175.92
0117	THE MORNING SUN	E	3/04/2019			003760		25.53
0276	JOE SMITH COMPANY, INC.	E	3/04/2019			003761		632.41
0300	PITTSBURG FORD-MERCURY, INC.	E	3/04/2019			003762		127.36
0306	CASTAGNO OIL CO INC	E	3/04/2019			003763		828.00
0364	CRAWFORD COUNTY SHERIFF'S DEPA	E	3/04/2019			003764		4,581.12
0534	TYLER TECHNOLOGIES INC	E	3/04/2019			003765		390.00
0577	KANSAS GAS SERVICE	E	3/04/2019			003766		167.27
1619	MIDWEST TAPE, LLC	E	3/04/2019			003767		82.95
1631	RUTH WEGNER	E	3/04/2019			003768		20.00
1792	B&L WATERWORKS SUPPLY, LLC	E	3/04/2019			003769		5,927.91
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	3/04/2019			003770		214.97
2137	VAN WALL GROUP	E	3/04/2019			003771		199.20
2161	RECORDED BOOKS, LLC	E	3/04/2019			003772		315.87
2433	THE MORNING SUN	E	3/04/2019			003773		126.88
2960	PACE ANALYTICAL SERVICES INC	E	3/04/2019			003774		3,110.00
3126	W.W. GRAINGER, INC	E	3/04/2019			003775		17.40
5275	US LIME COMPANY-ST CLAIR	E	3/04/2019			003776		4,097.58
5317	ULINE	E	3/04/2019			003777		323.41
5640	CORRECT CARE SOLUTIONS LLC	E	3/04/2019			003778		108.00

VENDOR SET: 99 City of Pittsburgh, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 2/20/2019 THRU 3/12/2019

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5657	TELEDYNE INSTRUMENTS, INC	E	3/04/2019			003779		490.25
5791	HOSPITAL DISTRICT #1 OF CRAWFO	E	3/04/2019			003780		467.42
6059	CBIZ BENEFITS & INSURANCE SERV	E	3/04/2019			003781		500.00
6199	PITTSBURG RADIOLOGY ASSOCIATES	E	3/04/2019			003782		49.81
6203	THE SOUTHWEST PAPER CO INC	E	3/04/2019			003783		268.17
6528	GALE GROUP/CENGAGE	E	3/04/2019			003784		118.35
7028	MATTHEW L. FRYE	E	3/04/2019			003785		400.00
7167	MAILFINANCE, INC	E	3/04/2019			003786		345.93
7283	CORESOURCE, INC	E	3/04/2019			003787		44,747.58
7284	TRANSYSTEMS CORPORATION	E	3/04/2019			003788		25,021.00
7367	HECK AND WICKER, INC	E	3/04/2019			003789		27,662.13
7567	MERIDIAN OIL & EQUIPMENT LLC	E	3/04/2019			003790		735.35
7572	OZARK MOUNTAIN ENERGY, INC	E	3/04/2019			003791		17,248.58
7647	GEORGE JAMES EPPL	E	3/04/2019			003792		570.50
7705	JOANNA L DERFELT	E	3/04/2019			003793		1,000.00
7930	SANDERSON PIPE CORPORATION	E	3/04/2019			003794		3,896.48
8056	WL CONSTRUCTION SUPPLY INC.	E	3/04/2019			003795		419.99
8057	THE BOOK FARM, INC.	E	3/04/2019			003796		226.39
2433	THE MORNING SUN	E	3/04/2019			003797		24.22
7559	MEGAN LYNN MUNGER	E	3/04/2019			003798		213.00
0046	ETTINGERS OFFICE SUPPLY	E	3/11/2019			003799		496.86
0055	JOHN'S SPORT CENTER, INC.	E	3/11/2019			003800		2,609.39

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 2/20/2019 THRU 3/12/2019

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0062	LINDSEY SOFTWARE SYSTEMS, INC.	E	3/11/2019			003801		949.00
0084	INTERSTATE EXTERMINATOR, INC.	E	3/11/2019			003802		520.00
0087	FORMS ONE, LLC	E	3/11/2019			003803		942.12
0105	PITTSBURG AUTOMOTIVE INC	E	3/11/2019			003804		382.48
0109	RANDY VILELA TRUCKING & HAULIN	E	3/11/2019			003805		2,500.00
0112	MARRONES INC	E	3/11/2019			003806		514.45
0117	THE MORNING SUN	E	3/11/2019			003807		20.00
0133	JIM RADELL CONSTRUCTION INC	E	3/11/2019			003808		1,700.00
0142	HECKERT CONSTRUCTION CO INC	E	3/11/2019			003809		1,048.75
0194	KANSAS STATE TREASURER	E	3/11/2019			003810		159,332.00
0202	CLIFF HIX ENGINEERING INC	E	3/11/2019			003811		225.00
0207	PEPSI-COLA BOTTLING CO OF PITT	E	3/11/2019			003812		74.65
0292	UNIFIRST CORPORATION	E	3/11/2019			003813		50.60
0332	PITTCRAFT PRINTING	E	3/11/2019			003814		3,529.00
0409	WISEMAN'S DISCOUNT TIRE INC	E	3/11/2019			003815		111.80
0516	AMERICAN CONCRETE CO INC	E	3/11/2019			003816		1,748.85
0597	MIDWEST MINERALS INC	E	3/11/2019			003817		1,019.60
0627	BOETTCHER SUPPLY INC	E	3/11/2019			003818		124.65
0631	TRI-STATE BUILDING & SUPPLY CO	E	3/11/2019			003819		158,800.00
0746	CDL ELECTRIC COMPANY INC	E	3/11/2019			003820		5,982.28
0753	COUNTY OF CRAWFORD	E	3/11/2019			003821		300.00
0844	HY-FLO EQUIPMENT CO	E	3/11/2019			003822		124.29

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 2/20/2019 THRU 3/12/2019

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0866	AVFUEL CORPORATION	E	3/11/2019			003823		20,776.36
1097	BARCO MUNICIPAL PRODUCTS INC	E	3/11/2019			003824		2,500.00
1478	KANSASLAND TIRE OF PITTSBURG	E	3/11/2019			003825		14.00
1792	B&L WATERWORKS SUPPLY, LLC	E	3/11/2019			003826		1,660.25
2005	GALLS PARENT HOLDINGS, LLC	E	3/11/2019			003827		422.00
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	3/11/2019			003828		1,054.12
2433	THE MORNING SUN	E	3/11/2019			003829		28.80
2825	STATE OF KANSAS	E	3/11/2019			003830		453.90
2921	DP2 BILLING SOLUTIONS, LLC	E	3/11/2019			003831		4,640.27
2960	PACE ANALYTICAL SERVICES INC	E	3/11/2019			003832		174.00
4307	HENRY KRAFT, INC.	E	3/11/2019			003833		242.92
4618	TRESA MILLER	E	3/11/2019			003834		1,068.50
5014	MID-AMERICA SANITATION	E	3/11/2019			003835		2,400.00
5275	US LIME COMPANY-ST CLAIR	E	3/11/2019			003836		4,389.60
5855	SHRED-IT US JV LLC	E	3/11/2019			003837		196.56
6402	BEAN'S TOWING & AUTO BODY	E	3/11/2019			003838		2,877.70
6630	PATRICK WALKER	E	3/11/2019			003839		280.00
6851	SCHULTE SUPPLY INC	E	3/11/2019			003840		109.36
7615	MARY JO HARPER	E	3/11/2019			003841		227.50
7629	EARLES ENGINEERING & INSPECTIO	E	3/11/2019			003842		29,938.25
7852	TRIA HEALTH, LLC	E	3/11/2019			003843		1,167.38
7930	SANDERSON PIPE CORPORATION	E	3/11/2019			003844		1,630.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 2/20/2019 THRU 3/12/2019

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7959	ALL ABOARD FOUNDATION	E	3/11/2019			003845		2,448.34
8051	AFLAC GROUP INSURANCE	R	2/22/2019			184140		2,909.39
8035	COMMERCIAL GASKET & PACKING CO	R	2/22/2019			184141		40.00
4263	COX COMMUNICATIONS KANSAS LLC	R	2/22/2019			184142		22.58
6828	GENERAL ATOMICS INT'L SERVICES	R	2/22/2019			184143		1,859.37
1	DE LEE, JENNIFER	R	2/22/2019			184144		117.59
6740	FELD FIRE	R	2/22/2019			184145		128.25
1	FELDHAUSEN, ALAN	R	2/22/2019			184146		216.27
7463	DEREK HEIKES	R	2/22/2019			184147		6,000.51
6923	HUGO'S INDUSTRIAL SUPPLY INC	R	2/22/2019			184148		392.00
7414	KANSAS GAS SERVICE (ESG)	R	2/22/2019			184149		606.74
1	LASTER, CORY	R	2/22/2019			184150		186.90
7336	LIVE WELL CRAWFORD COUNTY	R	2/22/2019			184151		2,000.00
6750	HW LOCHNER, BWR DIVISION	R	2/22/2019			184152		7,002.96
0063	LOCKE WHOLESALE SUPPLY	R	2/22/2019			184153		193.03
7938	ROSANO DEL PILAR MENDEZ	R	2/22/2019			184154		25.00
7817	NORTON POWER SYSTEMS INC	R	2/22/2019			184155		3,165.50
1	SAMUEL, JULIE	R	2/22/2019			184156		250.00
6811	SYMBOL ARTS LLC	R	2/22/2019			184157		1,814.25
1	THE HOME DEPOT	R	2/22/2019			184158		1,503.97
7053	U.S. PEROXIDE, LLC	R	2/22/2019			184159		1,900.00
7740	LARRY WARNER	R	2/22/2019			184160		547.50

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 2/20/2019 THRU 3/12/2019

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1108	WESTAR ENERGY	R	2/22/2019			184161		3,700.42
4636	WESTAR ENERGY, INC. (HAP)	R	2/22/2019			184162		453.12
1	WILDCAT EXTENSION EDUCATION	R	2/22/2019			184163		30.00
7618	WINDOWS FOR LESS	R	2/22/2019			184164		1,651.00
5371	PITTSBURG FAMILY YMCA	R	2/22/2019			184165		388.34
2004	AIRE-MASTER OF AMERICA, INC.	R	3/01/2019			184180		17.22
7929	ARROWHEAD SCIENTIFIC, INC	R	3/01/2019			184181		336.90
5561	AT&T MOBILITY	R	3/01/2019			184182		131.20
0145	BROADWAY LUMBER COMPANY, INC.	R	3/01/2019			184183		14,710.54
8055	CLEAN UNIFORM COMPANY	R	3/01/2019			184184		489.12
4263	COX COMMUNICATIONS KANSAS LLC	R	3/01/2019			184185		37.29
0375	WICHITA WATER CONDITIONING, IN	R	3/01/2019			184186		6.00
1	DAY, CAROLINE	R	3/01/2019			184187		32.00
8052	FABRITEC INDUSTRIES, INC	R	3/01/2019			184188		325.00
7935	CANDACE BREWSTER GAYOSO	R	3/01/2019			184189		1,000.00
1	GIRARD, KRISTEN	R	3/01/2019			184190		76.80
6923	HUGO'S INDUSTRIAL SUPPLY INC	R	3/01/2019			184191		38.18
0226	KDOR LIQUOR TAX	R	3/01/2019			184192		25.00
6785	MCCONNELL & ASSOCIATES CORP	R	3/01/2019			184193		20,886.06
7151	TOTALFUNDS	R	3/01/2019			184194		1,000.00
7151	TOTALFUNDS	R	3/01/2019			184195		500.00
8054	NSPJ ARCHITECTS PA	R	3/01/2019			184196		5,494.25

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 2/20/2019 THRU 3/12/2019

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7512	OKLAHOMA DARE OFFICER'S ASSOCI	R	3/01/2019			184197		2,800.00
7270	SECURITY 1ST TITLE, LLC	R	3/01/2019			184198		240.00
5904	TASC	R	3/01/2019			184199		1,536.00
6260	TRANE	R	3/01/2019			184200		141.48
5589	VERIZON WIRELESS SERVICES, LLC	R	3/01/2019			184201		228.95
1108	WESTAR ENERGY	R	3/01/2019			184202		146.40
1	ZIPCASH	R	3/01/2019			184203		18.70
8059	LIFELOCK INC	R	3/05/2019			184204		32,625.00
6154	4 STATE MAINTENANCE SUPPLY INC	R	3/08/2019			184208		219.14
0748	CONRAD FIRE EQUIPMENT INC	R	3/08/2019			184209		93.21
4263	COX COMMUNICATIONS KANSAS LLC	R	3/08/2019			184210		2,146.76
4263	COX COMMUNICATIONS KANSAS LLC	R	3/08/2019			184212		29.40
4263	COX COMMUNICATIONS KANSAS LLC	R	3/08/2019			184213		14.07
4263	COX COMMUNICATIONS KANSAS LLC	R	3/08/2019			184214		96.14
7517	CRAW-KAN TELEPHONE COOPERATIVE	R	3/08/2019			184215		979.98
0375	WICHITA WATER CONDITIONING, IN	R	3/08/2019			184216		6.50
1	DE LUNA, VANESSA	R	3/08/2019			184217		12.50
7116	EMC INSURANCE COMPANIES	R	3/08/2019			184218		500.00
6196	KANSAS MUNICIPAL JUDGES ASSOCI	R	3/08/2019			184219		25.00
2877	KDHE - BUREAU OF WATER	R	3/08/2019			184220		20.00
0226	KDOR LIQUOR TAX	R	3/08/2019			184221		58.88
7871	KNOWBE4, INC.	R	3/08/2019			184222		5,979.60

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7190	LEXISNEXIS RISK DATA MANAGEMEN	R	3/08/2019			184223		381.92
7938	ROSANO DEL PILAR MENDEZ	R	3/08/2019			184224		25.00
7601	MEYER LAW FIRM, LLC	R	3/08/2019			184225		380.00
8054	NSPJ ARCHITECTS PA	R	3/08/2019			184226		7,338.55
1	PITTSBURG ART WALK	R	3/08/2019			184227		540.00
0175	REGISTER OF DEEDS	R	3/08/2019			184228		21.00
8060	JACOB RUDISILL	R	3/08/2019			184229		2,850.00
0188	SECRETARY OF STATE	R	3/08/2019			184230		25.00
7270	SECURITY 1ST TITLE, LLC	R	3/08/2019			184231		240.00
6377	SOUTHEAST KANSAS RECYCLING CEN	R	3/08/2019			184232		602.00
2916	US CELLULAR	R	3/08/2019			184233		98.58
5589	VERIZON WIRELESS SERVICES, LLC	R	3/08/2019			184234		392.62
7607	VGM CLUB	R	3/08/2019			184235		779.19
2350	WASTE CORPORATION OF MISSOURI	R	3/08/2019			184236		1,492.62
1108	WESTAR ENERGY	R	3/08/2019			184239		92,716.11
5371	PITTSBURG FAMILY YMCA	R	3/08/2019			184243		358.58
1	NEWCOMER, KEITH ALLEN	R	3/11/2019			184244		476.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	82	238,845.13	0.00	238,845.13
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	23	348,302.01	0.00	348,302.01
EFT:	154	930,791.31	0.00	930,791.31
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: 80144TOTALS:	259	1,517,938.45	0.00	1,517,938.45
BANK: 80144 TOTALS:	259	1,517,938.45	0.00	1,517,938.45

VENDOR SET: 99 City of Pittsburg, KS
BANK: HAP BMO HARRIS BANK-HAP
DATE RANGE: 2/20/2019 THRU 3/12/2019

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7581	REX LINVILLE	E	3/04/2019			003645		205.00
7717	LAWRENCE E GIGER	E	3/04/2019			003646		573.00
7837	MARJI RENTALS, LLC	E	3/04/2019			003647		294.00
0372	CONNER REALTY	E	3/04/2019			003648		702.00
0855	CHARLES HOSMAN	E	3/04/2019			003649		20.00
1008	BENJAMIN M BEASLEY	E	3/04/2019			003650		1,502.00
1231	JOHN LOVELL	E	3/04/2019			003651		532.00
1609	PHIL O'MALLEY	E	3/04/2019			003652		3,415.00
1638	VERNON W PEARSON	E	3/04/2019			003653		389.00
1982	KENNETH N STOTTS, SR	E	3/04/2019			003654		358.00
2304	DENNIS HELMS	E	3/04/2019			003655		625.00
2542	YOST PROPERTIES	E	3/04/2019			003656		403.00
2624	ESTATE OF JAMES ZIMMERMAN	E	3/04/2019			003657		316.00
2913	KENNETH N STOTTS JR	E	3/04/2019			003658		283.00
3067	STEVE BITNER	E	3/04/2019			003659		3,564.00
3082	JOHN R JONES	E	3/04/2019			003660		350.00
3114	PATRICIA BURLESON	E	3/04/2019			003661		1,654.00
3142	COMMUNITY MENTAL HEALTH CENTER	E	3/04/2019			003662		689.00
3162	THOMAS A YOAKAM	E	3/04/2019			003663		175.00
3193	WILLIAM CROZIER	E	3/04/2019			003664		1,037.00
3218	CHERYL L BROOKS	E	3/04/2019			003665		612.00
3272	DUNCAN HOUSING LLC	E	3/04/2019			003666		5,292.91

VENDOR SET: 99 City of Pittsburg, KS
BANK: HAP BMO HARRIS BANK-HAP
DATE RANGE: 2/20/2019 THRU 3/12/2019

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3273	RICHARD F THENIKL	E	3/04/2019			003667		1,007.00
3294	JOHN R SMITH	E	3/04/2019			003668		670.00
3668	MID AMERICA PROPERTIES OF PITT	E	3/04/2019			003669		4,027.00
3724	YVONNE L. ZORNES	E	3/04/2019			003670		249.00
3746	JAROLD BONBRAKE	E	3/04/2019			003671		306.00
3946	THOMAS E SPURGEON	E	3/04/2019			003672		620.00
4054	MICHAEL A SMITH	E	3/04/2019			003673		1,413.00
4218	MEADOWLARK TOWNHOUSES	E	3/04/2019			003674		2,189.00
4492	PITTSBURG SENIORS	E	3/04/2019			003675		3,541.00
4786	JENNIFER STANLEY	E	3/04/2019			003676		418.00
5039	VANETA MATHIS	E	3/04/2019			003677		269.00
5393	CARLOS ANGELES - HAP	E	3/04/2019			003678		1,385.00
5549	DELBERT BAIR	E	3/04/2019			003679		295.00
5653	PEGGY HUNT	E	3/04/2019			003680		103.00
5656	EARL HARTMAN	E	3/04/2019			003681		1,262.00
5658	DEANNA J HIGGINS	E	3/04/2019			003682		166.00
5676	BARBARA TODD	E	3/04/2019			003683		51.00
5796	JOHN A ESLICK	E	3/04/2019			003684		600.00
5834	DENNIS TROUT	E	3/04/2019			003685		204.00
5896	HORIZON INVESTMENTS GROUP INC	E	3/04/2019			003686		337.00
5906	JOHN HINRICHS	E	3/04/2019			003687		279.00
5957	PASTEUR PROPERTIES LLC	E	3/04/2019			003688		4,381.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: HAP BMO HARRIS BANK-HAP

DATE RANGE: 2/20/2019 THRU 3/12/2019

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5961	LARRY VANBECELAERE	E	3/04/2019			003689		113.00
6002	SALLY MELLNICK	E	3/04/2019			003690		303.00
6090	RANDAL BENNEFELD	E	3/04/2019			003691		280.00
6130	T & K RENTALS LLC	E	3/04/2019			003692		427.00
6161	MICHAEL J STOTTS	E	3/04/2019			003693		167.00
6172	ANDREW ALEX WACHTER	E	3/04/2019			003694		293.00
6269	EDWARD SWOR	E	3/04/2019			003695		1,330.00
6295	DAVID L PETERSON	E	3/04/2019			003696		1,612.00
6298	KEVAN L SCHUPBACH	E	3/04/2019			003697		9,547.00
6306	BALKANS DEVELOPMENT LLC	E	3/04/2019			003698		403.00
6322	R JAMES BISHOP	E	3/04/2019			003699		672.00
6394	KEVIN HALL	E	3/04/2019			003700		1,943.00
6441	HEATHER D MASON	E	3/04/2019			003701		885.00
6464	PRO X PROPERTY SOLUTIONS, LLC	E	3/04/2019			003702		4,394.00
6657	OZARKS AREA COMMUNITY ACTION C	E	3/04/2019			003703		1,316.98
6673	JUDITH A COLLINS	E	3/04/2019			003704		742.00
6694	DELBERT BAIR	E	3/04/2019			003705		474.00
6708	CHARLES MERTZ	E	3/04/2019			003706		185.00
6726	JEPSON HOLDINGS, LLC	E	3/04/2019			003707		527.00
6886	DELBERT BAIR	E	3/04/2019			003708		479.00
6916	STILWELL HERITAGE & EDUCATIONA	E	3/04/2019			003709		3,816.00
6953	CARL ULEPICH	E	3/04/2019			003710		321.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: HAP BMO HARRIS BANK-HAP

DATE RANGE: 2/20/2019 THRU 3/12/2019

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7024	KIMBERLY GRISSOM	E	3/04/2019			003711		550.00
7027	CALVIN L THOMAS	E	3/04/2019			003712		67.00
7083	PITTSBURG HEIGHTS, LP	E	3/04/2019			003713		5,362.00
7112	RANDY VILELA	E	3/04/2019			003714		793.00
7220	TIMOTHY ADAM	E	3/04/2019			003715		234.00
7222	MICHAEL WILBER	E	3/04/2019			003716		241.00
7294	AMMP PROPERTIES, LLC	E	3/04/2019			003717		795.00
7312	JASON HARRIS	E	3/04/2019			003718		466.00
7326	RANDY ALLEE	E	3/04/2019			003719		301.00
7344	TERRY O BARTLOW	E	3/04/2019			003720		307.00
7413	JERRY STANDLEE	E	3/04/2019			003721		301.00
7431	R&R RENTALS OF PITTSBURG LLC	E	3/04/2019			003722		550.00
7524	SOUTHEAST KANSAS COMMUNITY ACT	E	3/04/2019			003723		260.00
7554	TRAVIS R RIDGWAY	E	3/04/2019			003724		290.00
7587	DAVID RUA	E	3/04/2019			003725		485.00
7612	ENDICOTT RENTALS, LLC	E	3/04/2019			003726		843.00
7645	SEWARD RENTALS, LLC	E	3/04/2019			003727		549.00
7654	A & R RENTALS, LLC	E	3/04/2019			003728		2,336.00
7659	CHARLES R ALLEN	E	3/04/2019			003729		824.00
7668	JOHN BEST	E	3/04/2019			003730		740.00
7669	CHARLES GILMORE	E	3/04/2019			003731		777.00
7741	SUSAN E ADAMS	E	3/04/2019			003732		206.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: HAP BMO HARRIS BANK-HAP

DATE RANGE: 2/20/2019 THRU 3/12/2019

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7777	DELBERT BAIR	E	3/04/2019			003733		403.00
7781	TAWIL PROPERTIES, LLC	E	3/04/2019			003734		203.00
7861	CLARENCE M TRENT 2017 FAMILY T	E	3/04/2019			003735		227.00
7864	CB HOMES LLC	E	3/04/2019			003736		1,101.00
7866	JAMES MICHAEL HORTON	E	3/04/2019			003737		526.00
7913	DANIEL CANADY	E	3/04/2019			003738		414.00
7915	DENNY L GRISSOM	E	3/04/2019			003739		800.00
7918	CITY OF LEAVENWORTH	E	3/04/2019			003740		658.34
7934	DIANA L OERTLE	E	3/04/2019			003741		307.00
7936	PITTSBURG HIGHLANDS LP	E	3/04/2019			003742		731.00
7996	ERIC SCHIEFELBEIN	E	3/04/2019			003743		238.00
8005	REMINGTON SQUARE APARTMENTS OF	E	3/04/2019			003744		5,853.00
7955	CBA BUSINESS SOLUTIONS LLC	R	3/01/2019			184170		1,262.00
6585	CLASS HOMES 1 LLC	R	3/01/2019			184171		152.00
7616	STEVE KUPLIN	R	3/01/2019			184172		797.00
1601	GRAIG MOORE	R	3/01/2019			184173		649.00
3187	DEAN POWELL	R	3/01/2019			184174		174.00
1800	DAN RODABAUGH	R	3/01/2019			184175		1,256.00
6451	NAZAR SAMAN	R	3/01/2019			184176		266.00
0472	LARRY SPRESSER, LLC	R	3/01/2019			184177		740.00
4636	WESTAR ENERGY, INC. (HAP)	R	3/01/2019			184178		1,267.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
* * T O T A L S * *								
		NO		INVOICE AMOUNT		DISCOUNTS		CHECK AMOUNT
	REGULAR CHECKS:	9		6,563.00		0.00		6,563.00
	HAND CHECKS:	0		0.00		0.00		0.00
	DRAFTS:	0		0.00		0.00		0.00
	EFT:	100		105,731.23		0.00		105,731.23
	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: HAP TOTALS:	109		112,294.23		0.00		112,294.23
	BANK: HAP TOTALS:	109		112,294.23		0.00		112,294.23

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7648	COVERTTRACK GROUP INC	R	2/25/2019			184166		5,520.00

* * T O T A L S * *		NO	INVOICE AMOUNT		DISCOUNTS	CHECK AMOUNT	
REGULAR CHECKS:		1	5,520.00		0.00	5,520.00	
HAND CHECKS:		0	0.00		0.00	0.00	
DRAFTS:		0	0.00		0.00	0.00	
EFT:		0	0.00		0.00	0.00	
NON CHECKS:		0	0.00		0.00	0.00	
VOID CHECKS:		0	VOID DEBITS		0.00		
			VOID CREDITS		0.00	0.00	

TOTAL ERRORS: 0

		NO	INVOICE AMOUNT		DISCOUNTS	CHECK AMOUNT	
VENDOR SET: 99	BANK: MAN	TOTALS:	1	5,520.00	0.00	5,520.00	
BANK: MAN	TOTALS:		1	5,520.00	0.00	5,520.00	

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1874	HIGHLAND MEADOWS OF KS	E	3/04/2019			003745		524.00
2542	YOST PROPERTIES	E	3/04/2019			003746		425.00
3272	DUNCAN HOUSING LLC	E	3/04/2019			003747		600.00
3668	MID AMERICA PROPERTIES OF PITT	E	3/04/2019			003748		1,000.00
5534	SYCAMORE VILLAGE APARTMENTS	E	3/04/2019			003749		193.00
5656	EARL HARTMAN	E	3/04/2019			003750		700.00
4013	KNIGHTS OF COLUMBUS TOWERS	E	3/04/2019			003751		650.00
6873	KNIGHTS OF COLUMBUS	V	3/01/2019			184179		650.00
6873	KNIGHTS OF COLUMBUS							
6873	KNIGHTS OF COLUMBUS							
M-CHECK	KNIGHTS OF COLUMBUS	VOIDED	V	3/01/2019		184179		650.00CR

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	650.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	7	4,092.00	0.00	4,092.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	1 VOID DEBITS	0.00		
	VOID CREDITS	650.00CR	650.00CR	0.00
TOTAL ERRORS:	0			

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: TBRA TOTALS:	8	4,092.00	0.00	4,092.00
BANK: TBRA TOTALS:	8	4,092.00	0.00	4,092.00
REPORT TOTALS:	377	1,639,844.68	0.00	1,639,844.68

Passed and approved this 19th day of March, 2019.

Patrick J. O'Bryan, Mayor

ATTEST:

Tammy Nagel, City Clerk



Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Economic Development Director

DATE: March 12, 2019

SUBJECT: March 19 Agenda Item – Silverback Landing road assistance

The Silverback Landing development, a \$30 million project that will provide a significant boost to Pittsburgh's housing inventory, is expected to have a major economic development impact. As construction on the project will soon commence, City staff recently reviewed the estimated costs associated with road construction in the development.

Roads in most residential developments are paved in asphalt. Roads in Silverback Landing constructed of asphalt would cost \$896,590, while a more durable concrete road would cost \$1,018,447 ... a difference of \$121,857. Asphalt roads are typically repaved every five or seven years, while concrete roads will last over twenty years. Also, given that this road will initially see a considerable amount of traffic, including heavy construction vehicles, an asphalt road would likely need significant maintenance within five years. Repaving Silverback Landing in asphalt will cost around \$200,000, so the decision to make the roads concrete will more than pay for itself after the first repaving.

At its March 6, 2019, the Economic Development Advisory Committee (EDAC) considered a request to provide \$60,000 from the Revolving Loan Fund, which when combined with a similar amount from the street sales tax, will enable the City to construct concrete roads in Silverback Landing. Given the significant economic development value of the Silverback Landing project, the EDAC voted to recommend allocating \$60,000 from the Revolving Loan Fund for this use.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, March 19, 2019. Action being requested is the approval or denial of the EDAC recommendation and, if approved, authorize the Mayor to sign the appropriate documents.

RESOLUTION NO. 1219

RESOLUTION DETERMINING THE INTENT OF THE CITY OF PITTSBURG, KANSAS, TO ISSUE ITS INDUSTRIAL REVENUE BONDS IN THE AGGREGATE AMOUNT NOT TO EXCEED \$3,180,000 TO FINANCE THE COSTS OF ACQUIRING, CONSTRUCTING AND EQUIPPING A COMMERCIAL PROJECT FOR THE BENEFIT OF NORTHGATE ASSOCIATES, LLC, OR ITS SUCCESSORS AND ASSIGNS (NORTHGATE PLAZA PROJECT – SALES TAX EXEMPTION ONLY)

WHEREAS, the City of Pittsburg, Kansas (the “City”), desires to promote, stimulate and develop the general welfare and economic prosperity of the City and its inhabitants and thereby to further promote, stimulate and develop the general welfare and economic prosperity of the State of Kansas; and

WHEREAS, the City is authorized and empowered under the provisions of K.S.A. 12-1740 to 12-1749d, inclusive (the “Act”), to issue industrial revenue bonds to pay the cost of certain facilities (as defined in the Act) for the purposes set forth in the Act, and to lease such facilities to private persons, firms or corporations; and

WHEREAS, Northgate Associates, LLC has requested that the City finance the cost of acquiring, constructing and equipping a commercial development located adjacent and to the east of North Broadway and south of E 29th Street within the City (the “Project”) through the issuance of its industrial revenue bonds in the approximate principal amount of \$3,180,000, and to lease the Project to Northgate Associates, LLC, a Kansas limited liability company, or its successors and assigns (collectively, the “Company”) in accordance with the Act; and

WHEREAS, it is hereby found and determined to be advisable and in the interest and for the welfare of the City and its inhabitants that the City finance the costs of the Project by the issuance of industrial revenue bonds under the Act in the approximate principal amount of \$3,180,000, said bonds to be payable solely out of rentals, revenues and receipts derived from the lease of the Project by the City to the Company.

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

Section 1. Approval of Project. The Governing Body of the City hereby finds and determines that the acquiring, constructing and equipping of the Project will promote the general welfare and economic prosperity of the City of Pittsburg, Kansas, and thereby further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas, and the issuance of the City’s industrial revenue bonds to pay the costs of the Project will be in furtherance of the public purposes set forth in the Act. The Project shall be located adjacent and to the east of North Broadway and south of East 29th Street, Pittsburg, Kansas.

Section 2. Intent to Issue Bonds. The Governing Body of the City hereby determines and declares the intent of the City to acquire, construct and equip the Project out of the proceeds of industrial revenue bonds of the City in the approximate principal amount of \$3,180,000 to be issued pursuant to the Act.

Section 3. Provision for the Bonds. Subject to the conditions of this Resolution, the City expresses its intent to (i) issue its industrial revenue bonds to pay the costs of acquiring, constructing and equipping the Project, with such maturities, interest rates, redemption terms and other provisions as may be

determined by ordinance of the City; (ii) provide for the lease (with an option to purchase) of the Project to the Company; and (iii) to effect the foregoing, adopt such resolutions and ordinances and authorize the execution and delivery of such instruments and the taking of such action as may be necessary or advisable for the authorization and issuance of said bonds by the City and take or cause to be taken such other action as may be required to implement the aforesaid.

Section 4. Conditions to Issuance. The issuance of bonds and the execution and delivery of any documents related to the bonds are subject to: (i) passage and publication of an ordinance authorizing the bonds and obtaining any other necessary governmental approvals; (ii) agreement by the City, the Company and the purchaser of the bonds upon (a) mutually acceptable terms for the bonds and for the sale and delivery thereof, and (b) mutually acceptable terms and conditions of any documents related to the issuance of the bonds and the Project; (iii) the Company's compliance with the City's policies relating to the issuance of industrial revenue bonds; and (iv) the receipt and approval by the City of appropriate applications for the issuance of industrial revenue bonds. There will be no property tax abatement in connection with the Project.

Section 5. Sale of the Bonds. The sale of the bonds shall be the responsibility of the Company; provided, however, arrangements for the sale of the bonds shall be acceptable to the City.

Section 6. Limited Obligations of the City. The bonds and the interest thereon shall be special, limited obligations of the City payable solely out of the amounts derived by the City under a Lease Agreement with respect to the Bonds and as provided herein and are secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate to the Trustee and in favor of the owners of such bonds, as provided in the Indenture. The bonds shall not constitute a general obligation of the City, the State or of any other political subdivision thereof within the meaning of any State constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of the City, the State or of any other political subdivision thereof and shall not be payable in any manner by taxation, but shall be payable solely from the funds provided for as provided in the Indenture. The issuance of the bonds shall not, directly, indirectly or contingently, obligate the City, the State or any other political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment.

Section 7. Authorization to Proceed. The Company is hereby authorized to proceed with the acquiring, constructing and equipping of the Project, including the necessary planning and engineering for the Project and entering into of contracts and purchase orders in connection therewith, and to advance such funds as may be necessary to accomplish such purposes, and, to the extent permitted by law, the City will reimburse the Company for all expenditures paid or incurred therefor out of the proceeds of the bonds.

Section 8. Termination of Resolution. This Resolution shall terminate three (3) years from the date of the adoption of this Resolution unless (i) the bonds have been issued by the City or (ii) the Company has obtained from the City a building permit for the Project. The City, upon the request of the Company, may extend this time period.

Section 9. Benefit of Resolution. This Resolution will inure to the benefit of the City and the Company. The City may, at the request of the Company, assign all or a portion of the Company's interest in this Resolution to another entity, and such assignee will be entitled to the benefits of the portion of this Resolution assigned and the proceedings related hereto.

Section 10. Further Action. Counsel to the City and Gilmore & Bell, P.C., Bond Counsel for the City, together with the officers and employees of the City, are hereby authorized to work with the purchaser of the bonds, the Company, their respective counsel and others, to prepare for submission to and final action

by the City all documents necessary to effect the authorization, issuance and sale of the bonds and other actions contemplated hereunder.

Section 11. 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 _____, 2019.

CITY OF PITTSBURG, KANSAS

[SEAL]

By: _____
Mayor

ATTEST:

City Clerk

Resolution of Intent
Northgate Plaza Project

(Published in *The Morning Sun* on March __, 2019)

ORDINANCE NO. S-1061

AN ORDINANCE AUTHORIZING THE CREATION OF THE NORTHGATE PLAZA COMMUNITY IMPROVEMENT DISTRICT IN THE CITY OF PITTSBURG, KANSAS; AUTHORIZING THE MAKING OF CERTAIN PROJECT IMPROVEMENTS RELATING THERETO; APPROVING THE ESTIMATED COSTS OF SUCH PROJECT IMPROVEMENTS; LEVYING A COMMUNITY IMPROVEMENT DISTRICT SALES TAX WITHIN SUCH DISTRICT; AND PROVIDING FOR THE METHOD OF FINANCING THE SAME AND APPROVING A DEVELOPMENT AGREEMENT.

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 upon property within the district to finance projects; and

WHEREAS, a petition (the “Petition”) was filed with the City Clerk on January 9, 2019, proposing the creation of the Northgate Plaza Community Improvement District (the “District”) under the Act and the imposition of a community improvement district sales tax (the “CID Sales Tax”) in order to pay the costs of project as described in the Petition (the “Project”); and

WHEREAS, the Petition was signed by Northgate Associates LLC, a Kansas limited liability company, HOK-Northgate LLC, a Kansas limited liability company, and GM-Northgate Associates LLC, a Kansas limited liability company (collectively, the “Property Owner”), the owners of record of more than fifty-five percent (55%) of the land area contained in the proposed District and more than fifty-five percent (55%) by assessed value of the land area contained within the proposed District; and

WHEREAS, the Governing Body of the City of Pittsburg, Kansas (the “City”) intends to create the District and to levy the CID Sales Tax as requested in the Petition; and

WHEREAS, the Act provides that prior to creating any community improvement district and imposing a community improvement district sales tax, the governing body shall, by resolution, direct and order a public hearing on the advisability of creating such community improvement district and the construction of such community improvement district projects therein, and to give notice of the hearing by publication at least once each week for two (2) consecutive weeks in the official City newspaper and by certified mail to all property owners within the proposed community improvement district, the second publication to be at least seven (7) days prior to the hearing and such certified mail sent at least ten (10) days prior to such hearing; and

WHEREAS, the Governing Body adopted Resolution No. 1218 on January 22, 2019 (the “Resolution”) directing that a public hearing on the proposed District within the City be held on February 26, 2019, declaring its intent to impose the CID Sales Tax, and requiring that the City Clerk provide for notice of such public hearing as set forth in the Act; and

WHEREAS, the Resolution was mailed (by certified mail) to all property owners within the proposed District on January 30, 2019, and published once each week for two (2) consecutive weeks in *The Morning Sun*, the official City newspaper, on January 25, 2019 and February 1, 2019; and

WHEREAS, on February 26, 2019, the Governing Body conducted a public hearing on the proposed District; and

WHEREAS, the Governing Body hereby finds and determines it to be advisable to create the District and set forth the boundaries thereof, authorize the Project as described herein, approve the estimated costs of the Project and approve the method of financing the same, all in accordance with the provisions of the Act; and

WHEREAS, the Development Agreement (Northgate Plaza) dated as of February 26, 2019 (the “Development Agreement”) between the City and the Property Owner has been presented for consideration in connection with the District and the Project.

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

SECTION 1. Creation of Community Improvement District; Boundaries. That the Governing Body hereby finds and determines that the petition is sufficient, and it is advisable to create, in accordance with the provisions of the Act, the District within the City to be referred to as the Northgate Plaza Community Improvement District. A legal description of the boundaries of the proposed District is set forth on **Exhibit A**, attached hereto and incorporated by reference herein. A map generally outlining the boundaries of the proposed District is attached as **Exhibit B**, attached hereto and incorporated by reference herein.

SECTION 2. Authorization of Community Improvement District Project and Estimated Costs.

(a) The general nature of the Project is approved as follows:

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”).

(b) The total estimated cost of the Project is \$3,180,520, plus interest on construction and permanent financing as provided in the Development Agreement.

SECTION 3. Method of Financing.

(a) The costs of the Project will be financed with the CID Sales Tax levied pursuant to the provisions of the Act and reimbursed on a pay-as-you-go basis, as defined in the Act. The CID Sales Tax is hereby imposed at the rate of **0.9%** on the sale of tangible personal property at retail or rendering or furnishing services which are taxable pursuant to the Kansas Retailers’ Sales Tax Act (K.S.A. 79-3601 *et seq.*) within the District with such CID Sales Tax to commence on July 1, 2019 or such other date as the governing body of the City sets by ordinance and continue for a period of twenty-two (22) years or such earlier date as provided in the Development Agreement.

(b) There will be no issuance of bonds, including full faith and credit bonds, pursuant to the Act.

(c) There will be no District special assessments.

SECTION 4. Segregation of CID Sales Tax Revenues. All revenues derived from the collection of the CID Sales Tax shall be deposited into a special fund of the City to be designated as the Northgate Plaza Community Improvement District Revenue Fund. Such revenues shall be used to pay the costs of the Project, including the City's annual administrative fee of 1.0%.

SECTION 5. Development Agreement. The Development Agreement in substantially the form presented to the Governing Body of the City is hereby approved and the Mayor and City Clerk are hereby authorized to execute and deliver the Development Agreement.

SECTION 6. Recording. The City Clerk shall file a certified copy of this Ordinance with the Register of Deeds of Crawford County, Kansas.

SECTION 7. 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 once in the official City newspaper.

PASSED by the Governing Body on this 19th day of March, 2019 and **APPROVED AND SIGNED** by the Mayor.

CITY OF PITTSBURG, KANSAS

By: _____
Mayor

[SEAL]

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

LEGAL DESCRIPTION OF THE 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, Pittsburg, 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, Pittsburg, 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.

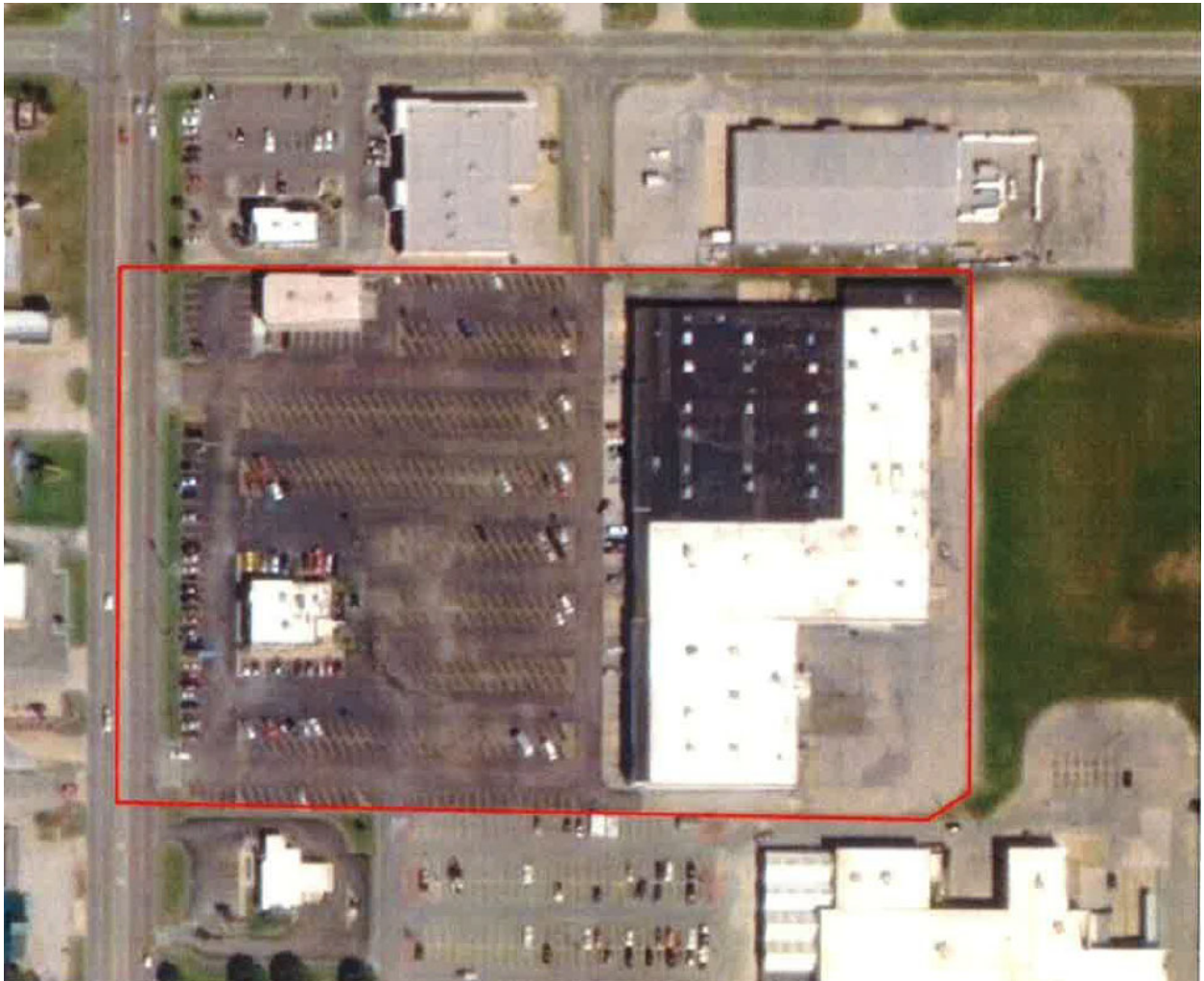
TRACT 3:

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.

ALSO INCLUDING:

All adjacent Right-of-Way.

EXHIBIT B
MAP OF NORTHGATE PLAZA COMMUNITY IMPROVEMENT DISTRICT



**DEVELOPMENT AGREEMENT
(NORTHGATE PLAZA)**

among

CITY OF PITTSBURG, KANSAS

and

NORTHGATE ASSOCIATES LLC

and

HOK-NORTHGATE LLC

and

GM-NORTHGATE LLC

Dated: March 19, 2019

TABLE OF CONTENTS

ARTICLE I DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.01	Rules of Construction	2
Section 1.02	Definitions of Words and Terms	2

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.01	Representations of City	5
Section 2.02	Representations of the Developer	6
Section 2.03	Developer's Acquisition of the Property	10

ARTICLE III REIMBURSEMENT OF DEVELOPER'S CID COSTS

Section 3.01	CID Costs, Generally	10
Section 3.02	Developer to Advance Costs	11
Section 3.03	City's Obligation to Reimburse Developer	11
Section 3.04	Developer Reimbursement Process	11
Section 3.05	Right to Inspect and Audit	12
Section 3.06	Limitation on City's Payment Obligations	12

ARTICLE IV THE PROJECT

Section 4.01	Scope of the Project	12
Section 4.02	Project Schedule	12
Section 4.03	Project Budget	13
Section 4.04	Design of Project	13
Section 4.05	Project Zoning, Planning, Platting and Construction	13
Section 4.06	Rights of Access	14
Section 4.07	Certificate of Substantial Completion	15
Section 4.08	Industrial Revenue Bonds	15

ARTICLE V USE OF THE CID

Section 5.01	Prohibited Uses	15
Section 5.02	Operation of Project	15
Section 5.03	Sales Tax Information	15
Section 5.04	Taxes, Assessment, Encumbrances and Liens	16
Section 5.05	Financing During Construction; Rights of Holders	16
Section 5.06	Community Participation	17

**ARTICLE VI
REIMBURSEMENT OF CID COSTS;
COMMUNITY IMPROVEMENT DISTRICT FINANCING**

Section 6.01	Advanced Funds Account	17
Section 6.02	CID Fund	18
Section 6.03	City CID Administrative Service Fee	19

**ARTICLE VII
ASSIGNMENT; TRANSFER**

Section 7.01	Transfer of Obligations	19
Section 7.02	Corporate Reorganization	20
Section 7.03	Transfer of the CID, or the Buildings or Structures Therein	20

**ARTICLE VIII
GENERAL COVENANTS**

Section 8.01	Indemnification of City	20
Section 8.02	Insurance	21
Section 8.03	Obligation to Restore	21
Section 8.04	Non-liability of Officials, Employees and Agents of the City	22

**ARTICLE IX
DEFAULTS AND REMEDIES**

Section 9.01	Developer Event of Default	22
Section 9.02	City Event of Default	22
Section 9.03	Remedies Upon a Developer Event of Default	22
Section 9.04	Remedies Upon a City event of Default	23
Section 9.05	Excusable Delays	24
Section 9.06	Legal Actions	24

**ARTICLE X
GENERAL PROVISIONS**

Section 10.01	Mutual Assistance	24
Section 10.02	Effect of Violation of the Terms and Provisions of this Agreement; No Partnership	24
Section 10.03	Time of Essence	24
Section 10.04	Amendments	24
Section 10.05	Agreement Controls	24
Section 10.06	Conflicts of Interest	25
Section 10.07	Term	25
Section 10.08	Validity and Severability	25
Section 10.09	Required Disclosures	25
Section 10.10	Tax Implications	25
Section 10.11	Authorized Parties.....	26
Section 10.12	Notice.....	26

Section 10.13	Kansas Law	26
Section 10.14	Counterparts.....	27
Section 10.15	Intentionally Omitted	27
Section 10.16	Consent or Approval	27
Section 10.17	Electronic Transactions	27

Exhibit A	Legal Description of CID
Exhibit B	Form of Certificate of CID Costs
Exhibit C	Form of Certificate of Substantial Completion
Exhibit D	Estimated Project Budget
Exhibit E	Estimated Project Schedule
Exhibit F	Preliminary Version of Site Plan
Exhibit G	Prohibited Uses
Exhibit H	Community Improvement District Policy

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”) is entered into by the **CITY OF PITTSBURG, KANSAS**, a municipal corporation duly organized and existing under the laws of the State of Kansas as a city of the first class (the “**City**”), **NORTHGATE ASSOCIATES LLC**, a Kansas limited liability company (“**Northgate**”), **HOK-NORTHGATE LLC**, a Kansas limited liability company (“**HOK**”), and **GM-NORTHGATE LLC**, a Kansas limited liability company (“**GM**”).

Northgate, HOK, and GM are collectively referred to herein as “**Developer**,” and together with the City, the “**Parties**,” and each a “**Party**.”

This Agreement is dated as of March 19, 2019 (the “**Effective Date**”).

RECITALS

WHEREAS, Northgate, HOK, and GM are collectively, as tenants in common, the owners of certain real property generally located adjacent to and east of North Broadway and south of E. 29th Street, all in the City of Pittsburg, Crawford County, Kansas, more particularly described on **Exhibit A** hereto (the “**Property**”); and

WHEREAS, the City has the authority to undertake community improvement district financing pursuant to the Kansas Community Improvement District Act, K.S.A. 12-6a26 *et seq.* (the “**CID Act**”); and

WHEREAS, on or about January 9, 2019, the Developer submitted a petition (the “**CID Petition**”) to the City requesting the formation of the CID (as defined below) and the imposition of a 0.9% tax on the sale of tangible personal property at retail and rendering or furnishing of services in the CID (the “**CID Sales Tax**”) in accordance with the CID Act; and

WHEREAS, pursuant to a public hearing held on February 26, 2019, and Ordinance No. S-1061, adopted by the City on March 19, 2019 (the “**CID Ordinance**”), the City created a Community Improvement District encompassing the Property and the adjacent public right-of-way, the boundaries of which are legally described on **Exhibit A** and generally depicted on **Exhibit F** attached hereto (the “**CID**”) and approved the imposition of the CID Sales Tax and this Agreement, all in accordance with the CID Act; and

WHEREAS, the Developer seeks to construct or improve upon the Property certain improvements described in a general manner as consisting of some or all of the following uses, without limitation: infrastructure related items, streets, sidewalks, parking improvements, buildings, facilities, and tenant improvements and soft costs and financing costs related thereto, subject to the terms and conditions of this Agreement (collectively, the “**Project**”), as the Project is generally depicted on the preliminary version of the Site Plan attached hereto as **Exhibit F**; and

WHEREAS, the Developer has also requested the City to issue its industrial revenue bonds to enable the Developer to obtain a sales tax exemption certificate on building materials used to construct the Project; and

WHEREAS, the Parties agree that construction and improvement of the Project and the CID financing is to their mutual benefit; and

WHEREAS, the City and the Developer now desire to enter into this Agreement to formalize the development and financing of the Project.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

ARTICLE I DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.01. Rules of Construction. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction apply in construing the provisions of this Agreement.

- A. The terms defined in this Article include the plural as well as the singular.
- B. All accounting terms not otherwise defined herein shall have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with generally accepted accounting principles.
- C. All references herein to “generally accepted accounting principles” refer to such principles in effect on the date of the determination, certification, computation or other action to be taken hereunder using or involving such terms.
- D. All references in this instrument to designated “Articles,” “Sections” and other subdivisions are to be the designated Articles, Sections and other subdivisions of this instrument as originally executed.
- E. The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.
- F. The Article and Section headings herein are for convenience only and shall not affect the construction hereof,
- G. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section. The provisions of the CID Petition, and such resolutions and ordinances of the City introduced or adopted by the City Commission which create the CID and approved the CID Sales Tax, and the provisions of the CID Act, as amended, are hereby incorporated herein by reference and made a part of this Agreement, subject in every case to the specific terms hereof.

Section 1.02. Definitions of Words and Terms. Capitalized words used in this Agreement shall have the meanings set forth in the Recitals to this Agreement or they shall have the following meanings:

“**Administrative Service Fee**” means that fee to the City provided by **Section 6.03** hereof, equal to 1.00% of the CID Revenues deposited in the CID Fund per calendar year during the CID Term.

“**Advanced Funds**” means initially the sum of \$15,000, to be held by the City pursuant to **Section 6.01.**

“Advanced Funds Account” means an account to be created, held and administered by the City all pursuant to **Section 6.01**.

“Affiliate” means any person or entity or group of persons or entities which controls, is controlled by, or is under common control with Northgate Associates LLC, HOK-Northgate LLC, or GM-Northgate LLC.

“Agreement” means this Development Agreement (Northgate Plaza), as amended from time to time.

“Applicable Law and Requirements” means any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement or decision of or agreement with or by Governmental Authorities.

“Authorized Developer Representative” means any authorized officer of Northgate Associates LLC, a Kansas limited liability company.

“Authorized Party” shall have the meaning set forth in **Section 10.11** hereof.

“Certificate of CID Costs” means a certificate relating to CID Costs in substantially the form attached hereto as **Exhibit B**.

“Certificate of Substantial Completion” means a certificate evidencing the Substantial Completion of either the Project Improvements or the Pad Site Improvements in substantially the form attached hereto as **Exhibit C**.

“CID” means the Community Improvement District Created by the City on March 19, 2019 pursuant to Ordinance No. S-1061.

“CID Act” means the Kansas Community Improvement District Act, K.S.A. 12-6a26 *et seq.*, as amended and supplemented from time to time.

“CID Costs” means those costs listed as “CID Eligible” in the Project Budget attached as **Exhibit D** hereto and eligible to be paid from CID Revenues in accordance with K.S.A. 12-6a26 *et seq* and the CID Policy, except for the line item for “Interest on CID Cost Carry”, which shall be reimbursed in addition to the reimbursement of CID Costs in accordance with **Section 6.02** hereof. The CID Costs shall include tenant improvements expended in anticipation of the approval of the CID, so long as the same were expended within 180 days prior to the approval of the CID

“CID Costs Cap” means Three Million One Hundred Eighty Thousand Five Hundred and Twenty Dollars (\$3,180,520), plus interest on construction incurred on CID Costs at a rate not to exceed 5.50%, computed in accordance with **Section 6.02** hereof.

“CID Fund” means the Northgate Plaza CID Fund, created pursuant to the CID Act and **Section 6.02** hereof.

“CID Policy” means the City’s Community Improvement District Policy adopted May 12, 2015, attached hereto as **Exhibit H**.

“CID Revenues” means 100% of the revenues generated from the CID Sales Tax.

“CID Sales Tax” means the 0.9% community improvement district sales tax within the CID, as described in the recitals to this Agreement.

“CID Term” means that period of time equal to twenty-two (22) years beginning on the date the CID Sales Tax is first imposed within the CID.

“City” means the City of Pittsburg, Kansas.

“City Code” means the Pittsburg City Code, as may be amended and supplemented.

“City Event of Default” shall have the meaning set forth in **Section 9.02** of this Agreement.

“City Expenses” means the expenses described in **Section 6.01** of this Agreement.

“City Representative” means the Mayor or City Manager of the City, and such other person or persons at the time designated to act on behalf of the City in matters relating to this Agreement.

“City Sidewalk Costs” shall have the meaning set forth in **Section 4.01** hereof.

“Code” means the Internal Revenue Code of 1986, as amended.

“Construction Plans” means plans, drawings, specifications and related documents, and construction schedules for the construction of the Project, together with all supplements, amendments or corrections, submitted by the Developer and (if required to be pursuant to Applicable Law and Requirements) approved by the City in accordance with this Agreement.

“County” means Crawford County, Kansas.

“Developer” means, jointly and severally, Northgate Associates LLC, a Kansas limited liability company, HOK-Northgate LLC, a Kansas limited liability company, and GM-Northgate LLC, a Kansas limited liability company, and any successors and assigns permitted pursuant to this Agreement.

“Developer Event of Default” shall have the meaning set forth in **Section 9.01** of this Agreement.

“Excusable Delays” means any delay beyond the reasonable control of the Party affected, caused by damage or destruction by fire or other casualty, power failure, strike, shortage of materials, unavailability of labor, delays in the receipt of Permitted Subsequent Approvals as a result of unreasonable delay on the part of the applicable Governmental Authorities, adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or abnormal duration, tornadoes, and any other events or conditions, which shall include but not be limited to any litigation interfering with or delaying the construction of all or any portion of the Project in accordance with this Agreement, which in fact prevents the Party so affected from discharging its respective obligations hereunder.

“Governmental Approvals” means all plat approvals, re-zoning or other zoning changes, site plan approvals, conditional use permits, variances, building permits, architectural review or other subdivision, zoning or similar approvals required for the implementation of the Project and the CID, and consistent with this Agreement.

“Governmental Authorities” means any and all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies or authorities of any type of any governmental unit (federal, state or local) whether now or hereafter in existence.

“Pad Site Improvements” means the renovation or reconstruction of the northern pad site and any and all work related to the foregoing.

“Pay As You Go” means “Pay-as-you-go financing” as defined in the CID Act.

“Permitted Subsequent Approvals” means the building permits and other governmental approvals customarily obtained prior to construction which have not been obtained on the date that this Agreement is executed, which the City or other governmental entity has not yet determined to grant.

“Plans” means Site Plans, Construction Plans and all other Governmental Approvals necessary to construct the Project in accordance with the City Code, applicable laws of Governmental Authorities and this Agreement.

“Project” shall have the meaning described in the recitals to this Agreement.

“Project Budget” means the project budget as set forth in **Exhibit D** hereto.

“Project Improvements” shall have the meaning set forth in **Section 4.01** hereof.

“Project Schedule” means the project schedule as set forth in **Exhibit E** hereto.

“Sidewalk Improvements” shall have the meaning set forth in **Section 4.01** hereof.

“Site Plan” means the final site development plan for the Project submitted by the Developer to the City and approved by the City pursuant to applicable City ordinances, regulations and the City Code, which may be approved as a whole or approved in phases or stages (a preliminary depiction of which is attached hereto as **Exhibit F**, which is subject to change in Developer’s discretion subject to compliance with Applicable Law and Requirements).

“Substantial Completion” has the meaning set forth in **Section 4.07**.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations of City. The City makes the following representations and warranties, which are true and correct on the date hereof, to the best of the City’s knowledge:

A. **Due Authority**. The City has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and this Agreement has been duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal valid and binding obligation of the City, enforceable in accordance with its terms.

B. **No Defaults or Violation of Law**. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any

agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

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

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

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

Section 2.02. Representations of the Developer.

A. **Northgate Representations.** Northgate makes the following representations and warranties, which are true and correct on the date hereof to Northgate's actual knowledge:

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

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

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

4. **No Material Change.** (1) Northgate has not, with respect to the Property, incurred any material liabilities or entered into any material transactions other than in the ordinary

course of business except for the transactions contemplated by this Agreement and (2) there has been no material adverse change in the business, financial position, prospects or results of operations of Northgate, which could materially and adversely affect Northgate's ability to perform its obligations pursuant to this Agreement from that shown in the financial information provided by Northgate to the City in connection with this Agreement.

5. **Governmental or Corporate Consents.** As of the Effective Date, no additional consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity, in connection with the execution, delivery and performance by Northgate of this Agreement, other than Permitted Subsequent Approvals.

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

7. **Approvals.** Except for Permitted Subsequent Approvals, Northgate has received and is in good standing with respect to all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to conduct and to continue to conduct its business as heretofore conducted by it and to own or lease and operate the Property as now owned or leased by Developer. Except for Permitted Subsequent Approvals, Northgate has obtained all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to acquire, construct, equip, operate and maintain the Project. Northgate reasonably believes that all such certificates, licenses, consents, permits, authorizations or approvals which have not yet been obtained will be obtained in due course.

8. **Construction Permits.** Except for Permitted Subsequent Approvals, all governmental permits and licenses required by applicable law to construct, occupy and operate the Project have been issued and are in full force and effect or, if the present stage of development does not allow such issuance, Northgate reasonably believes, after due inquiry of the appropriate governmental officials, that such permits and licenses will be issued in a timely manner in order to permit the Project to be constructed.

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

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

11. **No Delinquency.** Northgate is not delinquent in the payment of ad valorem taxes to the County.

B. **HOK Representations.** HOK makes the following representations and warranties, which are true and correct on the date hereof to HOK's actual knowledge:

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

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

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

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

5. **Governmental or Corporate Consents.** As of the Effective Date, no additional consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity, in connection with the execution, delivery and performance by HOK of this Agreement, other than Permitted Subsequent Approvals.

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

7. **Approvals.** Except for Permitted Subsequent Approvals, HOK has received and is in good standing with respect to all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to conduct and to continue to conduct its business as heretofore conducted by it and to own or lease and operate the Property as now owned or leased by Developer. Except for Permitted Subsequent

Approvals, HOK has obtained all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to acquire, construct, equip, operate and maintain the Project. HOK reasonably believes that all such certificates, licenses, consents, permits, authorizations or approvals which have not yet been obtained will be obtained in due course.

8. **Construction Permits.** Except for Permitted Subsequent Approvals, all governmental permits and licenses required by applicable law to construct, occupy and operate the Project have been issued and are in full force and effect or, if the present stage of development does not allow such issuance, HOK reasonably believes, after due inquiry of the appropriate governmental officials, that such permits and licenses will be issued in a timely manner in order to permit the Project to be constructed.

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

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

11. **No Delinquency.** HOK is not delinquent in the payment of ad valorem taxes to the County.

C. **GM Representations.** GM makes the following representations and warranties, which are true and correct on the date hereof to GM's actual knowledge:

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

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

3. **No Litigation.** No litigation, proceeding or investigation is pending or, to the knowledge of GM, threatened against the Project, GM or any officer, director, member or shareholder of GM and affecting the Project. In addition, no litigation, proceeding or investigation is pending or, to the knowledge of GM, threatened against GM seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of GM to enter into

and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by GM, of the terms and provisions of this Agreement.

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

5. **Governmental or Corporate Consents.** As of the Effective Date, no additional consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity, in connection with the execution, delivery and performance by GM of this Agreement, other than Permitted Subsequent Approvals.

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

7. **Approvals.** Except for Permitted Subsequent Approvals, GM has received and is in good standing with respect to all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to conduct and to continue to conduct its business as heretofore conducted by it and to own or lease and operate the Property as now owned or leased by Developer. Except for Permitted Subsequent Approvals, GM has obtained all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to acquire, construct, equip, operate and maintain the Project. GM reasonably believes that all such certificates, licenses, consents, permits, authorizations or approvals which have not yet been obtained will be obtained in due course.

8. **Construction Permits.** Except for Permitted Subsequent Approvals, all governmental permits and licenses required by applicable law to construct, occupy and operate the Project have been issued and are in full force and effect or, if the present stage of development does not allow such issuance, GM reasonably believes, after due inquiry of the appropriate governmental officials, that such permits and licenses will be issued in a timely manner in order to permit the Project to be constructed.

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

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

11. **No Delinquency.** GM is not delinquent in the payment of ad valorem taxes to the County.

Section 2.03. Developer's Acquisition of the Property. At the time that this Agreement is executed, Developer represents that it, jointly and severally among each Developer as tenants in common, has fee simple title to all of the Property, except for adjacent public right-of-way and as otherwise provided in this Agreement and the CID Petition.

ARTICLE III REIMBURSEMENT OF DEVELOPER'S CID COSTS

Section 3.01. CID Costs, Generally. Subject to the terms of this Agreement, the City shall reimburse the Developer for CID Costs, up to the CID Costs Cap. The Developer shall be reimbursed on a Pay As You Go basis as further set forth in this Agreement. The City shall only be obligated to reimburse the Developer from the CID Fund in the manner set forth in **Article VI** hereof. Developer hereby designates Northgate to act on behalf of all Developers for the purposes of submitting any Certificate of Substantial Completion and any Certificates of CID Cost to the City and receiving reimbursement of CID Costs from the City. No other Developer may submit such certificates or requests to the City or be entitled to reimbursement of CID Costs from the City, and the City shall have no duty to respond to any such requests or communications.

Section 3.02. Developer to Advance Costs. The Developer agrees to advance or cause to be advanced all CID Costs as necessary to complete the Project. If Developer ground leases a pad site to a tenant, Developer shall cause the tenant to advance any CID Costs necessary to complete such portion of the Project, and such tenant-advanced funds shall be CID Costs eligible to be reimbursed to Developer. Upon or prior to execution of this Agreement, the Developer shall deposit with the City the Advanced Funds for the purpose of reimbursing the City for City Expenses related to City planning, legal, administrative and other costs associated with the Project, all of which shall constitute CID Costs reimbursable to Developer (provided such costs are eligible for reimbursement under the CID Act).

Section 3.03. City's Obligation to Reimburse Developer.

A. **Obligation to Reimburse.** Subject to the terms of this Agreement and the conditions in this Section, including **Section 3.06** hereof, the City shall reimburse Developer for CID Costs in a total amount not to exceed the CID Costs Cap. The Developer shall be reimbursed by the City for CID Costs from the CID Fund on a Pay As You Go basis as set forth in **Article VI** hereof.

B. **Timing of Reimbursement; Source of Reimbursement.** Subject to the terms of this Agreement, the City shall have no obligation to reimburse Developer until funds are available in the CID Fund and the conditions listed in **Section 6.02(C)** hereof are satisfied.

Section 3.04. Developer Reimbursement Process.

A. All requests for reimbursement of CID Costs shall be made in a Certificate of CID Costs in substantial compliance with the form attached hereto as **Exhibit B**. Requests for reimbursement shall be submitted by the Developer to the City not more often than quarterly. The Developer shall provide itemized invoices, receipts or such other information reasonably satisfactory to the City to confirm that any such cost has been paid and qualifies as a CID Cost and shall further provide a summary sheet detailing the costs requested to be reimbursed. Such summary sheet shall show the date such cost was paid, the payee, a brief description of the type of cost paid, and the amount paid. The Developer shall

provide such additional information as reasonably requested by the City to confirm that such costs have been paid and qualify as CID Costs.

B. The City reserves the right, upon reasonable written notice to Developer, to have its engineer or other agents or employees inspect all work in respect of which a Certificate of CID Costs is submitted, to examine the Developer's and others' records relating to all expenses related to the invoices to be paid, and to obtain from such parties such other information as is reasonably necessary for the City to evaluate compliance with the terms hereof.

C. The City shall have 30 calendar days after receipt of any Certificate of CID Costs to review and respond by written notice to the Developer. If the submitted Certificate of CID Costs and supporting documentation demonstrates that (1) the request relates to the CID Costs; (2) the expense has been paid; (3) Developer is not in material default under this Agreement; and (4) there is no fraud on the part of the Developer, then the City shall approve the Certificate of CID Costs and make, or cause to be made, reimbursement from the CID Fund in accordance with Article VI (and subject to Section 3.06) hereof. If such funds are not so received by Developer due to the City's inability to process the Certificate of CID Costs within the time set forth above, 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 Developer shall be relieved of any and all obligations under this Agreement until paid. If the City reasonably disapproves of the Certificate of CID Costs in accordance with this Article III, the City shall notify the Developer in writing of the reason for such disapproval within such 30-day period, in which event the Developer shall have the right to revise and re-submit the Certificate of CID Costs to address the City's reason for disapproval, and the City will review and approve (or disapprove) the revised Certificate of CID Costs in accordance with this Section. In the event City disapproves of all or any portion of such resubmittal the Certificate of CID Costs, Developer shall have the right to be heard at a public meeting of the City Commission to seek approval of such portion of the Certificate of CID Costs. Approval of the Certificate of CID Costs will not be unreasonably withheld, conditioned or delayed.

Section 3.05. Right to Inspect and Audit. The Developer agrees that, up to one year after completion of the Project, the City, with reasonable advance notice and during normal business hours, shall have the right and authority to review and audit, from time to time, all the Developer's books and records relating to the CID Costs (including, but not limited to, all general contractor's sworn statements, general contracts, subcontracts, material purchase orders, waivers of lien, paid receipts and invoices); provided, however, that (to the extent it may legally do so) the City agrees to maintain the confidentiality of the foregoing materials and, under no circumstances, allow the same to become public record.

Section 3.06. Limitation on City's Payment Obligations. Notwithstanding any other term or provision of this Agreement, the City's obligation to reimburse the Developer for CID Costs shall be limited to monies in the CID Fund and shall not be payable from any other source.

ARTICLE IV THE PROJECT

Section 4.01. Scope of the Project.

A. **Project Description.** Subject to the terms and conditions of this Agreement, the Developer shall construct, or cause to be constructed, the Project. The Project will include some or all of the following: construction of a new façade and other building elements to the mainline shopping center, renovation or reconstruction of the northern pad site (the "**Pad Site Improvements**"), construction of

signage; and any and all work related to the foregoing, all as generally depicted on the preliminary version of the Site Plan attached hereto as **Exhibit F** (collectively, the “**Project Improvements**”). The Project may also include improvements to the southern pad site, which are eligible CID Costs but are not required to meet the substantial completion requirement.

B. **Sidewalk Improvements.** Subject to the terms and conditions of this Agreement, the City shall construct or reconstruct the sidewalk on the Property, such improvements generally described as follows: an 8-foot-wide concrete sidewalk running north and south along Broadway, approximately 500 feet in length, all at an estimated cost of \$21,600 (the “**Sidewalk Improvements**”). The City and the Developer shall split the costs of the Sidewalk Improvements equally; however, the City will initially pay all costs of the Sidewalk Improvements. Following completion of the Sidewalk Improvements, the City shall provide the Developer an itemized list of the City’s total expenses for the Sidewalk Improvements in writing, and the City shall be authorized to reimburse itself from the CID Fund half of the total costs of the Sidewalk Improvements up to a maximum amount of \$10,800 (the “**City Sidewalk Costs**”). The City Sidewalk Costs shall be reimbursed in full to the City from the CID Fund before any funds from the CID Fund are paid to Developer for reimbursement of CID Costs, as further set forth in **Article VI** hereof. If this Agreement terminates before all City Sidewalk Costs are reimbursed to the City from funds held in the CID Fund, the City may pursue repayment of the balance of the City Sidewalk Costs owed by any means provided in the City Code and the laws of the State of Kansas, including the levying of special assessments against the Property for repayment of such costs.

Section 4.02. Project Schedule.

A. Subject to the terms and conditions of this Agreement, after the Effective Date and receipt of all applicable Governmental Approvals, the Developer shall use commercially reasonable efforts to promptly commence (or cause to be commenced), and shall promptly thereafter diligently prosecute to completion, the construction of the Project in substantial accordance with the Project Schedule attached as **Exhibit E**. All Project Improvements, with the exception of the Pad Site Improvements, shall be completed by July 1, 2020. The Pad Site Improvements shall be completed by December 31, 2020.

B. Subject to the terms and conditions of this Agreement, the Developer shall complete each of its obligations under this Agreement with respect to the acquisition, construction and completion of the Project Improvements substantially in accordance with the Project Schedule, subject to delays caused by force majeure and delays caused by the City. The completion of the Project, with the exception of the Pad Site Improvements and the Sidewalk Improvements, shall occur on or by **July 1, 2020**, and be evidenced by the Developer’s delivery of a Certificate of Substantial Completion for such improvements in accordance with **Section 4.07** of this Agreement. The City shall also complete the Sidewalk Improvements by July 1, 2020. Completion of the Pad Site Improvements shall occur on or by **December 31, 2020** and also be evidenced by the Developer’s delivery of a Certificate of Substantial Completion for such improvements in accordance with **Section 4.07** of this Agreement.

C. The City agrees to act in good faith and use its best efforts to timely process and review all Plans and consider the issuance of all necessary permits and other approvals, including building permits, rezoning approvals, preliminary and final plat approval, and all other permits or approvals which are required for the Developer and businesses within the CID to construct the Project. To the extent the City determines that any Plans or other documents or requests submitted by the Developer for the City’s approval are unacceptable, as determined pursuant to the City Code, the City shall provide a written description detailing the portions of the Plans or documents that are unacceptable.

D. Notwithstanding the foregoing or anything in this Agreement to the contrary, the Parties recognize and agree that market and other conditions may affect the Developer’s ability to construct the

Project and, as such, the Developer may, at any time, terminate this Agreement by providing written notice of the same to the City, in which event this Agreement shall automatically terminate and (except for the Developer's obligation to reimburse the City for City Expenses incurred by the City, in accordance with **Article VI** of this Agreement, as of the date of such termination) the Parties will have no further obligations to each other hereunder. In the event this Agreement is terminated pursuant to this Section, the City shall take any and all action to promptly terminate the CID and the CID Sales Tax.

Section 4.03. Project Budget. The estimated Project Budget is attached as **Exhibit D** hereto. The total investment in the Project is estimated at Eight Million Forty-Five Thousand Eight Hundred and Seventy Dollars (\$8,045,870); however, Developer may only be reimbursed for CID Costs incurred for improvements listed in the Project Budget, as further set forth in **Section 6.02**. The Parties hereby agree that the Project Budget is not a proposed cap on the amount of any specific type of expenditure shown in **Exhibit D**, and the City will reimburse Developer for any CID Costs up to the CID Costs Cap; provided, in accordance with Section IV.A.1 of the CID Policy, the total amount of "tenant improvements" reimbursed to Developer shall not exceed 20% of the total amount of CID Revenue reimbursed to the Developer and City pursuant to this Agreement. Further, Developer shall not be reimbursed for any Ineligible CID Costs, as described in Section IV.B. of the CID Policy. The Parties agree that all costs described in **Exhibit D** as CID eligible are CID Costs which are eligible to be reimbursed pursuant to this Agreement.

Section 4.04. Design of Project. In order to further the development of the Project, the City hereby authorizes the Developer to construct, or cause to be constructed, the Project according to the final Plans approved by the City.

Section 4.05. Project Zoning, Planning, Platting and Construction.

A. **Site Plan.** The parties agree and acknowledge that the City has approved, or the City will consider approving, the Site Plan for the Project pursuant to the City Code. The Site Plan will be in substantial conformance with this Agreement; provided the Site Plan may change from time to time, subject to compliance with the City Code.

B. **Construction Plans.** After approval of the Site Plan, the Developer shall submit Construction Plans for the Project for review and approval pursuant to the City Code. Construction Plans may be submitted in phases or stages. The Developer agrees that all construction, improvement, equipping, and installation work on the Project shall be done in accordance with the Site Plan, Construction Plans and related documents to be approved by the City in compliance with the City Code. Any deviations to the Site Plan must be approved by the City if and to the extent such approval is required pursuant to the City Code.

C. **Construction Permits and Approvals.** Before commencement of construction or development of any buildings, structures or other work or improvements, the Developer shall, at its own expense, secure or cause to be secured any and all permits and approvals which may be required by the City Code and any other Applicable Law and Requirements, with respect to such buildings, structures or other work or improvements. The City shall cooperate with and provide all usual assistance to the Developer in securing these permits and approvals, and shall diligently process, review and consider all such permits and approvals as may be required by law; except that the City shall not be required to issue any such permits or approvals for any portion of the Project not in conformance with this Agreement or the City Code.

D. **Development Schedule.** Subject to the terms and conditions of this Agreement, the Developer shall commence construction of the Project in good and workmanlike manner in accordance

with the terms of this Agreement and shall cause the Project to be completed with due diligence. Upon reasonable advance notice, the Developer shall meet with the City to review and discuss the design and construction of the Project in order to enable the City to monitor the status of construction and to determine that the Project is being performed and completed substantially in accordance with this Agreement.

E. **Continuation and Completion.** Subject to Excusable Delays and the terms and conditions of this Agreement, once the Developer has commenced construction of the Project Improvements or Pad Site Improvements, the Developer shall not permit cessation of work on such Project Improvements or Pad Site Improvements, respectively, for a period in excess of 90 consecutive days or 120 days in the aggregate without prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed.

F. **Antidiscrimination During Construction.** The Developer, for itself, its successors and assigns, and any contractor with whom the Developer has contracted for the performance of work on the Project, agrees that in the construction, renovation, improvement, equipping, repair and installation of the Project provided for in this Agreement, the Developer shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, marital status, disability, national origin or ancestry.

G. **No Waiver.** Nothing in this Agreement shall constitute a waiver of the City's right to consider and approve or deny Governmental Approvals pursuant to the City's regulatory authority as provided by the City Code and applicable state law. The Developer acknowledges that satisfaction of certain conditions contained in this Agreement requires the reasonable exercise of the City's discretionary zoning authority by the City's Planning Commission/Board of Zoning Appeals and governing body in accordance with the City Code and applicable state law.

Section 4.06. Rights of Access. Representatives of the City shall have the right of access to the Property, upon reasonable notice to Developer in advance, without charges or fees, at normal construction hours during the period of construction, for the purpose of ensuring compliance with this Agreement, including, but not limited to, the inspection of the work being performed in constructing, renovating, improving, equipping, repairing and installing the Project, so long as they comply with all safety rules. Except in case of emergency, prior to any such access, such representatives of the City will check in with the on-site manager. Such representatives of the City shall carry proper identification, shall insure their own safety, assuming the risk of injury, and shall not interfere with the construction activity.

Section 4.07. Certificate of Substantial Completion. Promptly after the Substantial Completion of the Project Improvements and the Pad Site Improvements in accordance with the provisions of this Agreement, the Developer may submit Certificates of Substantial Completion to the City for each such phase of the Project. "**Substantial Completion**" shall mean that the Developer shall have completed the Project Improvements or the Pad Site Improvements and, if required, shall have been granted a Temporary Certificate of Occupancy by the City building official if such improvement requires a Temporary Certificate of Occupancy. Each Certificate of Substantial Completion shall be in substantially the form attached as **Exhibit C**. The City shall, within ten (10) days following delivery of a Certificate of Substantial Completion, carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in each Certificate of Substantial Completion. The City's execution of each Certificate of Substantial Completion shall constitute evidence of the satisfaction of the Developer's agreements and covenants to construct the Project Improvements and the Pad Site Improvements.

Section 4.08. Industrial Revenue Bonds. The City agrees to use its best efforts to issue industrial revenue bonds for the Project pursuant to K.S.A. 12-1740 *et seq.* and that certain Resolution of Intent adopted by the City Commission on March 19, 2019 as Resolution No. 1219, and to obtain and provide to Developer a sales tax exemption certificate for purposes of acquiring construction materials and furniture, fixtures, and equipment in connection with the Project.

ARTICLE V USE OF THE CID

Section 5.01. Prohibited Uses. No Prohibited Uses will be allowed within the Project; provided, however, the Developer may appear before the City Commission to request a waiver of any of the Prohibited Uses, but such waiver shall be in the sole discretion of the City Commission. For purposes of this **Section 5.01**, the term “**Prohibited Uses**” means those uses set forth in **Exhibit G**, attached hereto and incorporated by reference herein.

Section 5.02. Operation of Project.

A. **Compliance with Applicable Laws.** The Project shall comply with all applicable building and zoning, health, property maintenance, environmental and safety codes and laws and all other applicable laws, rules and regulations. The Developer shall, at its own expense, secure or cause to be secured any and all permits which may be required by the City Code and any Applicable Law and Requirements for the construction and operation of the Project, including but not limited to obtaining all necessary rental licenses and paying any necessary fees to obtain required permits and licenses.

B. **Maintenance.** During the term of this Agreement, Developer shall cause the Project and all parts thereof to be maintained, preserved and kept in good repair and working order and in good and safe condition, consistent with industry standards for similarly situated projects within or near the City. Developer may make additions, alterations and changes to the Project so long as such additions, alterations and changes are made in compliance with all Applicable Law and Requirements, and as long as the same do not materially adversely affect Developer’s ability to perform its obligations under this Agreement. Additionally, the Developer will diligently maintain all public access drives, parking areas, landscape areas, and open space areas within the Project in the location and layout of same as described in the Site Plan approved by the City and which may be revised from time to time, and will repair any and all damage to such areas in a timely manner, in accordance with all applicable codes and property maintenance standards implemented for similarly situated retail centers in the City.

Section 5.03. Sales Tax Information.

A. The Developer shall provide the City written notice of all current tenants of the Project within thirty (30) days of the opening or closing for business of any business within the Project, and at all other times upon the written request of the City Manager or his designee.

B. The Developer agrees to use commercially reasonable efforts to cause all prospective assignees, purchasers, tenants, subtenants or any other entity acquiring property or occupancy rights in the CID following the Effective Date to be obligated by written contract (lease agreement or other enforceable document) to provide to the City simultaneously with submission to the Kansas Department of Revenue the monthly sales tax returns for their facilities in the CID, and to make this obligation a covenant running with the land enforceable against all businesses operating in the CID that will only terminate: (i) upon the passage by the City of an ordinance terminating the CID; or (ii) upon termination of this Agreement as provided hereunder. The Developer hereby agrees that it will use commercially

reasonable efforts to ensure that each such prospective lease agreement provides that the City is an intended third-party beneficiary of such provisions and has a separate and independent right to enforce such provisions directly against such tenant or purchaser.

C. To the extent it may legally do so, information obtained pursuant to this Section shall be kept confidential by the City in accordance with K.S.A. 79-3657 and the City shall take all actions necessary to preserve the confidentiality thereof and to ensure that, under no circumstances, will such information become public record.

Section 5.04. Taxes, Assessments, Encumbrances and Liens.

A. So long as the Developer owns the real property within the CID, the Developer shall pay (or cause to be paid), prior to delinquency, all real estate taxes and assessments on the Property and any other real property owned by the Developer within the County. Nothing herein shall be deemed to prohibit the Developer from contesting the validity or amounts of any tax, assessment, encumbrance or lien, nor to limit the remedies available to the Developer in respect thereto. Developer shall not be in default of the requirements herein during any such good faith contest of the validity or amounts of any tax, assessment, encumbrance or lien.

B. Developer agrees to use commercially reasonable efforts to ensure that no mechanics' or other liens shall be established or remain against the Project, or the funds in connection with any of the Project, for labor or materials furnished in connection with any acquisition, construction, additions, modifications, improvements, repairs, renewals or replacements so made. However, the Developer shall not be in default if mechanics' or other liens are filed or established and the Developer contests in good faith said mechanics' liens and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom. The Developer hereby agrees and covenants to indemnify and hold harmless the City in the event any liens are filed against the Project as a result of the acts of the Developer, its agents or independent contractors.

Section 5.05. Financing During Construction; Rights of Holders.

A. **No Encumbrances Except Mortgages during Construction.** Notwithstanding any other provision of this Agreement, mortgages are permitted for the acquisition, construction, renovation, improvement, equipping, repair and installation of the Project and to secure permanent financing thereafter. However, nothing contained in this paragraph is intended to permit or require the subordination of general property taxes, special assessments or any other statutorily authorized governmental lien to be subordinate in the priority of payment to such mortgages.

B. **Holder Not Obligated to Construct Improvements.** The holder of any mortgage authorized by this Agreement shall not be obligated by the provisions of this Agreement to construct or complete the Project or to guarantee such construction or completion. Nothing in this Agreement shall be deemed to construe, permit or authorize any such holder to devote the CID to any uses or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement.

C. **Notice of Default to Mortgage Holders; Right to Cure.** With respect to any mortgage granted by Developer as provided herein, whenever the City shall deliver any notice or demand to Developer with respect to any breach or default by the Developer concerning completion of construction of the Project, the City shall at the same time deliver to each holder of record of any mortgage authorized by this Agreement a copy of such notice or demand. Each such holder shall (insofar as the rights of the City are concerned) have the right, at its option, within sixty (60) days after the receipt of the notice, to

cure or remedy or commence to cure or remedy any such default. Nothing contained in this Agreement shall be deemed to permit or authorize such holder to undertake or continue the construction or completion of the Project (beyond the extent necessary to conserve or protect the Project or construction already made) without first having expressly assumed the Developer's obligations to the City by written agreement satisfactory to and with the City. The holder, in that event, must agree to complete, in the manner provided in this Agreement, that portion of the Project to which the lien or title of such holder relate, and submit evidence satisfactory to the City that it has the qualifications and financial responsibility necessary to perform such obligations.

D. The restrictions on Developer financing in this Section are intended to and shall apply only to financing during the construction period for the improvements and any financing obtained in connection therewith. Nothing in this Agreement is intended or shall be construed to prevent the Developer from obtaining any financing for the Project or any aspect thereof.

Section 5.06. Community Participation. The Developer hereby agrees to use its best efforts to actively participate in community organizations in the City, including the Pittsburgh Area Chamber of Commerce, in accordance with the CID Policy.

ARTICLE VI REIMBURSEMENT OF CID COSTS; COMMUNITY IMPROVEMENT DISTRICT FINANCING

Section 6.01. Advanced Funds Account.

A. **Creation of Account; Initial Deposit.** The City acknowledges receipt from the Developer of a deposit with the City equal to the sum of Fifteen Thousand Dollars (\$15,000.00) (the "**Advanced Funds**"), to be held by the City in a separate, segregated account of the City to be known as the "**Advanced Funds Account.**" The City may invest the Advanced Funds in the same manner as other funds of the City are invested, and interest earnings shall remain in the Advanced Funds Account.

B. **Use and Replenishment of Advanced Funds.** The City shall use the Advanced Funds for payment or reimbursement of City costs and expenses and legal and other third-party professional fees and expenses incurred by the City in connection with providing the necessary third party legal, financial and planning assistance, including consultants engaged by the City, to implement, administer and enforce this Agreement, create the CID, and implement the CID Sales Tax (the "**City Expenses**"); provided, however, the Developer's prior written approval shall be required before the City engages any consultant or advisor other than Springsted Incorporated or its successors and assigns (as financial advisor) and Gilmore & Bell, P.C. (as bond counsel). The City shall submit to the Developer an itemized statement of actual payments made from the Advanced Funds Account for such City Expenses on a monthly basis. The Developer shall advance to the City the amounts set forth on such statements within thirty (30) days of receipt thereof, which shall be deposited in the Advanced Funds Account so that the balance of the Advanced Funds Account remains at Five Thousand Dollars (\$5,000.00). If such funds are not 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 the City shall be relieved of any and all obligations hereunder until paid or may terminate this Agreement pursuant to **Article IX** hereof. Developer shall supply the Advanced Funds in a timely manner so that City activities may continue without interruption. As soon as CID Revenues sufficient to fully reimburse the Developer for the CID Costs Cap have been paid or reimbursed to the Developer, the Developer shall have no further obligation to pay City Expenses; except, provided that the Developer shall remain responsible for any accrued but unpaid City Expenses incurred up to the date such CID Revenues were first received by the City and further provided

that the Developer shall remain responsible to maintain the balance of the Advanced Funds Account at Five Thousand Dollars (\$5,000.00) until thirty (30) days following the City's acceptance of the final Certificate of Substantial Completion for the Project.

C. **Reimbursement of Advanced Funds.** The initial deposit by the Developer to establish the Advanced Funds Account, the money paid by the City from the Advanced Funds Account, and any additional funds paid by the Developer to the City to replenish the Advanced Funds Account shall be CID Costs which may be reimbursed from the proceeds of the CID Sales Tax in the order of priority set forth in **Section 6.02.** The deposit of funds by the Developer pursuant to this Section does not in any way mitigate or lessen the Developer's obligation to pay or reimburse the City for certain fees and expenses to the extent otherwise required by this Agreement.

D. **Return of Advanced Funds.** Thirty (30) days following either 1) the City's acceptance of the final Certificate of Substantial Completion for the Project or 2) following termination of this Agreement, the City shall remit to the Developer any amounts that have been advanced under this Section (including interest earnings on such amounts) and which have not been spent for costs incurred by the City pursuant to this Section.

Section 6.02. CID Fund.

A. **Creation of CID Fund; Deposit of CID Revenues.** The City shall establish and maintain a separate fund and account known as the Northgate Plaza CID Fund (the "**CID Fund**"). All CID Revenues shall be deposited into the CID Fund.

B. **Disbursements from the CID Fund.** All disbursements from the CID Fund shall be made only to pay the Administrative Service Fee, CID Costs, and interest accrued on CID Costs as described below. Such disbursements shall be made in the following order of preference:

1. Payment of Administrative Service Fee pursuant to **Section 6.03.**
2. Reimbursement of the City Sidewalk Costs.
3. Reimbursement of CID Costs incurred by the Developer or a tenant of Developer, subject to the CID Costs Cap.
4. Reimbursement of interest accruing on CID Costs at a rate of 5.50% from the date the initial Certificate of CID Costs is submitted to the City by the Developer until all CID Costs have been reimbursed to Developer. All CID Costs shall be reimbursed to Developer prior to reimbursement of any interest costs; thereafter, the amount of interest accrued pursuant to the proceeding sentence shall be reimbursed to Developer from any CID Revenue collected during the CID Term. Prior to the reimbursement of any such accrued interest from the CID Fund, Developer shall provide the City a calculation of such interest costs and documentation necessary for the City to verify such calculation.

C. **Conditions Precedent to Reimbursements.** Developer hereby understands and agrees that it shall not receive any reimbursements from the CID Fund unless and until the conditions precedent set forth below have been fully satisfied as determined by City in its sole reasonable discretion:

1. Developer submits a Certificate of CID Costs for CID Costs of the Project which are included in the Project Budget (**Exhibit D** hereto); and

2. City has approved the Certificate of CID Costs; and
3. Developer shall be in full compliance with the terms and conditions of this Agreement; and
4. With respect to the CID Costs that are the subject of the request for reimbursement, the Developer shall have advanced or caused to be advanced all costs and shall have provided evidence of such advances; and
5. The Certificate of Substantial Completion for the Project Improvements (except for the Pad Site Improvements) shall have been submitted to and approved by the City; and
6. Developer shall have fully paid or caused to be paid all outstanding property taxes on the Property that are then due (unless the due date for such property taxes has not yet passed), subject to Developer's legal rights to protest; and
7. The City Sidewalk Costs shall have been reimbursed to the City in full.

Section 6.03. City Administrative Service Fee. The City shall be entitled to collect the Administrative Service Fee from the annual CID Revenues, which shall be excluded from the CID Costs Cap. The Administrative Service Fee shall be used to cover the administration and other City costs during the CID Term and shall be in addition to the costs identified in the Project Budget. The Administrative Service Fee may be paid monthly from the CID Revenues deposited in the CID Fund. The Administrative Service Fee shall be deemed a CID Cost.

ARTICLE VII ASSIGNMENT; TRANSFER

Section 7.01. Transfer of Obligations.

A. Except as otherwise provided in this Agreement, including (without limitation) this Section, the rights, duties and obligations hereunder of the Developer may not be assigned, in whole or in part, to another entity prior to completion of the Project, without the prior written approval of the City Commission, which approval shall not be unreasonably withheld, conditioned, or delayed. Any proposed assignee shall have qualifications and financial responsibility, as reasonably determined by the City Manager, necessary and adequate to fulfill the obligations of the Developer with respect to the portion of this Agreement being assigned. Any proposed assignee shall, by instrument in writing, for itself and its successors and assigns, and expressly for the benefit of the City, assume all of the obligations of the Developer under this Agreement and agree to be subject to all the conditions and restrictions to which the Developer is subject (or, in the event the assignment is of or relates to a portion of this Agreement, such obligations, conditions and restrictions to the extent that they relate to such portion), in which event the Developer shall be relieved from any such obligations so assigned.

B. The Parties' obligations pursuant to this Agreement, unless earlier satisfied, shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties as if they were in every case specifically named and shall be construed as a covenant running with the land, enforceable against the purchasers or other transferees as if such purchaser or transferee were originally a party and bound by this Agreement. Notwithstanding the foregoing, no tenant of any part of the CID shall be bound by any obligation of the Developer solely by virtue of being a tenant; provided, however, that: (i) no transferee or owner of property within the CID except the Developer shall be entitled

to any rights whatsoever or claim upon the CID Revenues as set forth herein, except as specifically authorized in writing by the Developer; and (ii) no transferee or owner of property within the CID except the Developer shall have any obligations under this Agreement unless and until expressly assumed in writing by such transferee or owner.

C. Notwithstanding anything in this Agreement to the contrary, the foregoing restrictions on assignment shall not apply to (and City approval shall not be required for): (a) any security interest granted to secure indebtedness to any construction or permanent lender (including, without limitation, collateral assignment of the Developer's rights hereunder to receive CID Revenues), (b) the sale, rental and leasing of portions of the CID for the uses permitted under the terms of this Agreement, (c) the assignment of Developer's right to reimbursement of CID Revenues hereunder to a single third party, upon written notice to the City of the name and address of such third party, (d) the Assignment of this Agreement in whole or in part following completion of the Project, upon written notice to the City of such assignee, or (e) any assignment to an Affiliate.

Section 7.02. Corporate Reorganization. Nothing herein shall prohibit (or require City approval to allow) the Developer from forming additional development or ownership entities to replace or joint venture with Developer for the purpose of business and/or income tax planning.

Section 7.03. Transfer of the CID, or the Buildings or Structures Therein.

A. Prior to completion of the Project, the Developer shall not, except as permitted by this Agreement, without prior written approval of the City which shall not be unreasonably withheld, conditioned or delayed, make any total or partial sale, transfer, conveyance, assignment or lease of the whole Project or any of the individual buildings or improvements on the Project except as permitted by this Agreement. This prohibition shall not be deemed to prevent the granting of temporary or permanent easements or permits to facilitate the development of the Project or to prohibit or restrict the leasing of any part or parts of a building, structure or land.

B. Following completion of the Project the Developer may make any total or partial sale, transfer, conveyance, assignment or lease of the whole Project or any of the individual buildings or improvements on the Project at its sole election, upon notice to the City of such transferee.

C. As a condition to any transfer prior to completion of the Project, the City may require such transferee to agree to be bound, in whole or in part, by the provisions of this Agreement. Such requirement of transferee shall relieve Developer of the transferred obligations for that portion of the Project.

D. Nothing contained in this Agreement shall limit the right of Developer to lease portions of the Project in the ordinary course of business without the approval of the City.

**ARTICLE VIII
GENERAL COVENANTS**

Section 8.01. Indemnification of City.

A. Developer agrees to indemnify and hold the City, its employees, agents and independent contractors and consultants (collectively, the "**City Indemnified Parties**") harmless from and against any and all suits, claims, costs of defense, damages, injuries, liabilities, judgments, costs and/or expenses,

including court costs and reasonable attorney's fees, resulting from, arising out of, or in any way connected with:

1. The Developer's actions and undertakings in the implementation of this Agreement;
2. The negligence or willful misconduct of Developer, its employees, agents or independent contractors and consultants in connection with the management, design, development, redevelopment and construction of the Project; and.
3. Any expense incurred by the City resulting from any litigation filed against the Developer by any member or shareholder of the Developer, any prospective investor, prospective partner or joint venture partner, lender, co-proposer, architect, contractor, consultant or other vendor.

This section shall not apply to willful misconduct or negligence of the City or its officers, employees or agents. This section includes, but is not limited to, any repair, cleanup, remediation, detoxification, or preparation and implementation of any removal, remediation, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous substance or hazardous wastes including petroleum and its fractions as defined in (i) the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"; 42 U.S.C. Section 9601, et seq.), (ii) the Resource Conservation and Recovery Act ("RCRA"; 42 U.S.C. Section 6901 et seq.) and (iii) Article 34, Chapter 65, K.S.A. and all amendments thereto, at any place where Developer owns or has control of real property pursuant to any of Developer's activities under this Agreement. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107 (e) of CERCLA to assure, protect, hold harmless and indemnify City from liability.

B. In the event any suit, action, investigation, claim or proceeding is begun or made as a result of which the Developer may become obligated to one or more of the City Indemnified Parties hereunder, any one of the City Indemnified Parties shall give prompt notice to the Developer of the occurrence of such event.

C. The right to indemnification set forth in this Agreement shall survive the termination of this Agreement.

Section 8.02. Insurance. So long as this Agreement is in effect, Developer shall maintain or cause to be maintained insurance with respect to the Project covering such risks that are of an insurable nature and of the character customarily insured against by organizations operating similar properties and engaged in similar operations (including but not limited to property and casualty, worker's compensation and general liability) and in such amounts as, in the reasonable judgment of Developer, are adequate to protect the Developer and the Project. Throughout the CID Term, Developer agrees to provide the City upon request evidence of property insurance and a certificate of liability insurance demonstrating compliance with this Section.

Section 8.03. Obligation to Restore. The Developer hereby agrees that if any portion of the Project owned by it shall be damaged or destroyed, in whole or in part, by fire or other casualty, the Developer shall, to the extent of available insurance proceeds and if approved by its lender or lenders, promptly restore, replace or rebuild the same, or shall promptly cause the same to be restored, replaced or rebuilt, to as nearly as possible the value, quality and condition it was in immediately prior to such fire or other casualty or taking, with such alterations or changes as may be approved in writing by the City, which approval shall not be unreasonably withheld, conditioned or delayed; provided, however, that if

available insurance proceeds are insufficient to so restore, replace or rebuild, as determined by Developer in its reasonable judgment, then Developer may terminate this Agreement and, except as expressly provided otherwise herein, the Parties shall have no further obligations to each other under this Agreement. Further, notwithstanding the foregoing, if available insurance proceeds are insufficient to restore, replace or rebuild, and Developer elects not to terminate this Agreement, nothing contained herein shall require the Developer to spend more than the insurance proceeds available to restore, replace or rebuild. The Developer shall give prompt written notice to the City of any material damage or destruction to any of the Project owned by it by fire or other casualty.

Section 8.04. Non-liability of Officials, Employees and Agents of the City. No recourse shall be had for the reimbursement of the CID Costs or for any claim based thereon or upon any representation, obligation, covenant or agreement contained in this Agreement against any past, present or future official, officer, employee or agent of the City, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officials, officers, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement.

ARTICLE IX DEFAULTS AND REMEDIES

Section 9.01. Developer Event of Default. Subject to Section 9.05, a “Developer Event of Default” shall mean a default in the performance of any obligation or breach of any covenant or agreement of the Developer in this Agreement, and continuance of such default or breach for a period of thirty (30) days after the City has delivered to Developer a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default or breach cannot be fully remedied within such 30-day period, but can reasonably be expected to be fully remedied and the Developer is diligently attempting to remedy such default or breach, such default or breach shall not constitute an event of default if the Developer shall promptly upon receipt of such notice diligently attempt to remedy such default or breach and shall thereafter prosecute and complete the same with due diligence and dispatch.

Section 9.02. City Event of Default. Subject to Section 9.05, a “City Event of Default” shall mean a default in the performance of any obligation or breach of any other covenant or agreement of the City in this Agreement, and continuance of such default or breach for a period of thirty (30) days after there has been given to the City by the Developer a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default or breach cannot be fully remedied within such 30-day period, but can reasonably be expected to be fully remedied and the City is diligently attempting to remedy such default or breach, such default or breach shall not constitute an event of default if the City shall immediately upon receipt of such notice diligently attempt to remedy such default or breach and shall thereafter prosecute and complete the same with due diligence and dispatch.

Section 9.03. Remedies Upon a Developer Event of Default.

A. Upon the occurrence and continuance of a Developer Event of Default, the City shall have the following rights and remedies, in addition to any other rights and remedies provided under this Agreement or by law:

1. The City shall have the right to terminate this Agreement or terminate Developer’s rights under this Agreement. Prior to the City terminating this Agreement or terminating Developer’s rights under this Agreement Developer shall be provided

the opportunity to appear before the City Commission to show cause as to why this Agreement or Developer's rights hereunder, should not be terminated.

2. The City may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce and compel the performance of the duties and obligations of the Developer as set forth in this Agreement, to enforce or preserve any other rights or interests of the City under this Agreement or otherwise existing at law or in equity and to recover any damages incurred by the City resulting from such Developer Event of Default.
3. The City may suspend reimbursement to Developer of CID Costs until such time as the Developer Event of Default has been fully remedied.

B. Upon termination of this Agreement pursuant to this Section, the City shall reimburse the Developer for any amounts advanced under this Agreement (and any costs otherwise incurred or paid by Developer) if such amounts are being held in the Advanced Funds Account but have not yet been expended by the City pursuant to Section 6.01.B.

C. If the City has instituted any proceeding to enforce any right or remedy under this Agreement by suit or otherwise, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the City, then and in every case the City and the Developer shall, subject to any determination in such proceeding, be restored to their former positions and rights hereunder, and thereafter all rights and remedies of the City shall continue as though no such proceeding had been instituted.

D. The exercise by the City of any one remedy shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach. No waiver made by the City shall apply to obligations beyond those expressly waived.

E. Any delay by the City in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Section shall not operate as a waiver of such rights or limit it in any way. No waiver in fact made by the City of any specific default by the Developer shall be considered or treated as a waiver of the rights with respect to any other defaults, or with respect to the particular default except to the extent specifically waived.

F. Notwithstanding the foregoing or anything in this Agreement (including, without limitation, this Section) to the contrary, under no circumstances will: (i) Developer be liable for any special, punitive, remote, or consequential damages, including (without limitation) lost tax revenues; or (ii) the City or any third party be entitled to specifically enforce construction of the Project (or any portion thereof) by the Developer.

Section 9.04. Remedies Upon a City Event of Default.

A. Upon the occurrence and continuance of a City Event of Default the Developer shall have the following rights and remedies, in addition to any other rights and remedies provided under this Agreement or by law or in equity:

1. The Developer shall have the right to terminate this Agreement and the Developer's obligations hereunder;

2. The Developer may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce and compel the performance of the duties and obligations of the City as set forth in this Agreement, to enforce or preserve any other rights or interests of the Developer under this Agreement or otherwise existing at law or in equity and to recover any damages incurred by the Developer resulting from such City Event of Default.

B. If the Developer has instituted any proceeding to enforce any right or remedy under this Agreement by suit or otherwise, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Developer, then and in every case the Developer and the City shall, subject to any determination in such proceeding, be restored to their former positions and rights hereunder, and thereafter all rights and remedies of the Developer shall continue as though no such proceeding had been instituted.

C. Each of the Developer's remedies provided hereunder shall be cumulative and in addition to each other such remedy, and the exercise by the Developer of any one remedy shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach. No waiver made by the Developer shall apply to obligations beyond those expressly waived.

D. Any delay by the Developer in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this paragraph shall not operate as a waiver of such rights or limit it in any way. No waiver in fact made by the Developer of any specific default by the Developer shall be considered or treated as a waiver of the rights with respect to any other defaults, or with respect to the particular default except to the extent specifically waived.

Section 9.05. Excusable Delays. Neither the City nor the Developer shall be deemed to be in default of this Agreement because of an Excusable Delay.

Section 9.06. Legal Actions. Any legal actions related to or arising out of this Agreement must be instituted in the District Court of Crawford County, Kansas or, if federal jurisdiction exists, in the United States District Court for the District of Kansas.

ARTICLE X GENERAL PROVISIONS

Section 10.01. Mutual Assistance. The City and the Developer agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may be reasonably necessary or appropriate to carry out the terms, provisions and intent of this Agreement and to reasonably aid and assist each other in carrying out said terms, provisions and intent.

Section 10.02. Effect of Violation of the Terms and Provisions of this Agreement; No Partnership. The City is deemed the beneficiary of the terms and provisions of this Agreement, for and in its own rights and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Agreement and the covenants running with the land have been provided. The Agreement shall run in favor of the City, without regard to whether the City has been, remains or is an owner of any land or interest therein in the Project or the CID. The City shall have the right, if this Agreement or covenants herein are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and covenants may be

entitled. Nothing contained herein shall be construed as creating a partnership between the Developer and the City.

Section 10.03. Time of Essence. Time is of the essence of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

Section 10.04. Amendments. This Agreement may be amended only by the mutual consent of the Parties through their Authorized Representatives, as provided by law, and by the execution of said amendment by the Parties or their successors in interest.

Section 10.05. Agreement Controls. The Parties agree that the Project will be implemented as agreed in this Agreement, subject to the terms and conditions hereof. This Agreement specifies the rights, duties and obligations of the City and Developer with respect to constructing the Project, the payment of CID Costs and all other methods of implementing the Project. The Parties further agree that this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof (including, without limitation, any memorandum of understanding) and is a full integration of the agreement of the Parties.

Section 10.06. Conflicts of Interest.

A. No member of the City's governing body or of any branch of the City's government that has any power of review or approval of any of the Developer's undertakings shall participate in any decisions relating thereto which affect such person's personal interest or the interests of any corporation or partnership in which such person is directly or indirectly interested. Any person having such interest shall immediately, upon knowledge of such possible conflict, disclose, in writing, to the City the nature of such interest and seek a determination with respect to such interest by the City and, in the meantime, shall not participate in any actions or discussions relating to the activities herein proscribed. Upon receiving notice of such possible conflict, the City shall promptly disclose the same to Developer in writing and, from that point forward until the Parties reach a mutually-agreeable resolution, keep Developer apprised of the status of such possible conflict.

B. The Developer warrants that it has not paid or given and will not pay or give any officer, employee or agent of the City any money or other consideration for obtaining this Agreement. The Developer further represents that, to its actual knowledge, no officer, employee or agent of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision making process or gain insider information with regard to the Project, has or will have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

Section 10.07. Term. Unless earlier terminated as provided herein, this Agreement shall remain in full force and effect until the expiration of the CID Term or until the Developer has been reimbursed for all CID Costs plus interest incurred by it in connection with the Project (subject to the CID Costs Cap), whichever occurs first.

Section 10.08. Validity and Severability. It is the intention of the Parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of the State of Kansas, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement shall be deemed invalid or unenforceable in

whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

Section 10.09. Required Disclosures. The Developer shall immediately notify the City of the occurrence of any material event which would cause any of the information furnished to the City by the Developer in connection with the matters covered in this Agreement to contain any untrue statement of any material fact or to omit to state any material fact required to be stated therein or necessary to make any statement made therein, in the light of the circumstances under which it was made, not misleading.

Section 10.10. Tax Implications. The Developer acknowledges and represents that (1) neither the City nor any of its officials, employees, consultants, attorneys or other agents has provided to the Developer any advice regarding the federal or state income tax implications or consequences of this Agreement and the transactions contemplated hereby, and (2) the Developer is relying solely upon its own tax advisors in this regard.

Section 10.11. Authorized Parties. Whenever under the provisions of this Agreement and other related documents, instruments or any supplemental agreement, a request, demand, approval, notice or consent of the City or the Developer is required, or the City or the Developer is required to agree or to take some action at the request of the other Party, such approval or such consent or such request shall be given for the City, unless otherwise provided herein, by the City Representative and for the Developer by any duly authorized officer of the Authorized Developer Representative (each an “**Authorized Party**” and collectively, the “**Authorized Parties**”). Any such Authorized Party shall be authorized to act on any such agreement, request, demand, approval, notice or consent or other action and neither Party shall have any complaint against the other as a result of any such action taken; provided, however, that the Developer may appeal any such action of the City Representative to the City Commission and shall be entitled to be heard by same in a public meeting. The City Representative may seek the advice, consent or approval of the City Commission before providing any supplemental agreement, request, demand, approval, notice or consent for the City pursuant to this Section; provided, however, that (except as expressly provided otherwise herein or required pursuant to Applicable Law and Requirements) such supplemental agreement, request, demand, approval, notice or consent shall not require a public hearing before the City Commission or formal approval thereof via resolution, ordinance or otherwise.

Section 10.12. Notice. All notices and requests required or desired to be given pursuant to this Agreement shall be sent 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, MO 64108

To Developer/Northgate:

Northgate Associates LLC
Attn: Stephen J. Block
c/o Block Real Estate Services, LLC
700 West 47th Street, Suite 200
Kansas City, Missouri 64112

With a copy to:

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

To GM-Northgate:

GM-Northgate Associates LLC
Attn: Gene C. Malone, Jr.
26371 West Cedar Niles Circle
Olathe, KS 66061

To HOK-Northgate:

HOK-Northgate Associates LLC
Attn: Ed Hokanson, Manager
PO Box 1945
Grand Junction, CO 81502

or at such other addresses as the Parties may indicate in writing to the other in accordance with the provisions of this Agreement (with at least 10 days' notice of such change in writing), either by personal delivery, reputable overnight delivery service (such as UPS or FedEx), or by certified mail, return receipt requested. Any notice sent by: (a) certified mail, return receipt requested, shall be deemed delivered two (2) business days after deposited in the United States Mail; (b) personal delivery shall be deemed delivered when actually received; and (c) an overnight delivery service shall be deemed delivered on the business day following the date the notice is deposited with the overnight delivery service.

Section 10.13. Kansas Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas. Any action to enforce the provisions of this Agreement shall be brought in the District Court of Crawford County, Kansas or, if federal jurisdiction exists, in the United States District Court for the District of Kansas.

Section 10.14. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement. Hand signatures transmitted by electronic mail in portable document format (PDF) or similar format shall also be permitted as binding signatures to this Agreement.

Section 10.15. Consent or Approval. Except as otherwise provided in this Agreement, whenever the consent, approval or acceptance of either Party is required hereunder, such consent, approval or acceptance shall not be unreasonably withheld, conditioned or unduly delayed.

Section 10.16. Electronic Transactions. The transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Signature pages follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

CITY OF PITTSBURG, KANSAS

By: _____
Mayor

ATTEST:

City Clerk

(SEAL)

Development Agreement (Northgate Plaza)

NORTHGATE ASSOCIATES LLC

By: _____

Name: _____

Title: _____

Development Agreement (Northgate Plaza)

HOK-NORTHGATE LLC

By: _____

Name: _____

Title: _____

Development Agreement (Northgate Plaza)

GM-NORTHGATE LLC

By: _____

Name: _____

Title: _____

Development Agreement (Northgate Plaza)

EXHIBIT A

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, Pittsburg, 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, Pittsburg, 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.

ALSO INCLUDING:

All adjacent Right-of-Way.

EXHIBIT B

FORM OF CERTIFICATE OF CID COSTS

CERTIFICATE OF CID COSTS

TO: City of Pittsburg, Kansas
Attention: City Manager

Re: Northgate Plaza CID Project

Terms not otherwise defined herein shall have the meaning ascribed to such terms in that certain Development Agreement (Northgate Plaza), dated as of March 19, 2019 (the "Agreement") between the City of Pittsburg, Kansas ("City"), Northgate Associates LLC, a Kansas limited liability company, HOK-Northgate LLC, a Kansas limited liability company, and GM-Northgate LLC, a Kansas limited liability company (collectively, "the Developer").

In connection with the Agreement, the undersigned hereby states and certifies that, to his or her actual knowledge:

1. Attached hereto as *Schedule 1* is (a) a summary sheet detailing CID Costs requested to be reimbursed; and (b) itemized invoices, receipts or other information confirming that such costs have been paid by Developer and qualifies as a CID Cost.
2. Each item listed on *Schedule 1* hereto is a CID Cost and was incurred in connection with the construction of the Project.
3. These CID Costs have been paid by the Developer and are reimbursable under the Agreement.
4. Each item listed on *Schedule 1* has not previously been paid or reimbursed from money derived from the CID Fund, and no part thereof has been included in any other certificate previously filed with the City.
5. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
6. All necessary permits and approvals required for the work for which this certificate relates were issued and were in full force and effect at the time such work was being performed.
7. All work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.
8. The Developer is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes a Developer Event of Default under the Agreement.

9. All of the Developer's representations set forth in the Agreement remain true and correct as of the date hereof.

Dated this _____ day of _____, 20____.

NORTHGATE ASSOCIATES LLC

By: _____

Name: _____

Title: _____

Approved for Payment this ____ day of _____, 20 ____.

CITY OF PITTSBURG, KANSAS

By: _____

Title: _____

EXHIBIT C

FORM OF CERTIFICATE OF SUBSTANTIAL COMPLETION

*Pursuant to **Section 4.07** of the Agreement, the City shall, within ten (10) days following delivery of this Certificate, carry out such inspections as it deems necessary to verify to its reasonable satisfaction as to the accuracy of the certifications contained in this Certificate.*

CERTIFICATE OF SUBSTANTIAL COMPLETION

The undersigned, Northgate Associates LLC, a Kansas limited liability company, on behalf of the Developer (as defined in the Agreement), pursuant to that certain Development Agreement (Northgate Plaza), dated as of February 26, 2019, between the City of Pittsburg, Kansas (the “City”) and the Developer (the “Agreement”), hereby certifies to the City, to its actual knowledge, as follows:

1. That as of _____, 20____, the construction, renovation, repairing, equipping and constructing of the [Project Improvements or Pad Site Improvements] (as such term is defined in the Agreement) has been substantially completed in accordance with the Agreement.
2. The [Project Improvements or Pad Site Improvements] have been completed in a workmanlike manner and in accordance with the Construction Plans (as those terms are defined in the Agreement).
3. Lien waivers for the [Project Improvements or Pad Site Improvements] have been obtained, or, to the extent that a good faith dispute exists with respect to the payment of any construction cost with respect to the [Project Improvements or Pad Site Improvements], Developer has provided the City with a bond or other security reasonably acceptable to the City.
4. If the [Project Improvements or Pad Site Improvements] required an architect, this Certificate of Substantial Completion is accompanied by (a) the project architect’s certificate of substantial completion on AIA Form G-704 (or the substantial equivalent thereof), a copy of which is attached hereto as Appendix A and by this reference incorporated herein), ratifying that the [Project Improvements or Pad Site Improvements] have been substantially completed in accordance with the Agreement; and (b) a copy of the Temporary Certificate(s) of Occupancy issued by the City building official (if applicable) with respect to the [Project Improvements or Pad Site Improvements].
5. This Certificate of Substantial Completion is being issued by the Developer to the City in accordance with the Agreement to evidence the Developer’s satisfaction of all obligations and covenants with respect to the Project.
6. The City’s acceptance of this Certificate shall evidence the satisfaction of the Developer’s agreements and covenants to construct the [Project Improvements or Pad Site Improvements] described above.

[Balance of page intentionally left blank]

This Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this _____ day of _____, 20____.

NORTHGATE ASSOCIATES LLC,
a Kansas limited liability company

By: _____

Name: _____

Title: _____

ACCEPTED:

CITY OF PITTSBURG, KANSAS

By: _____

Name: _____

Title: _____

EXHIBIT D

ESTIMATED PROJECT BUDGET

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

*The amount of reimbursement of CID revenue to Developer shall not be capped either by line item or in total, and CID revenue may be reallocated freely between line items. Developer is approved for reimbursement of all CID revenue generated over 22 years, and shall be reimbursed such CID revenue for costs within any of the line items with an amount greater than "0.00" in the "CID Eligible" column.

EXHIBIT E

ESTIMATED PROJECT SCHEDULE

July 1, 2020. Substantial completion of the Project Improvements, except for Pad Site Improvements, by Developer.*

December 31, 2020. Substantial completion of the Pad Site Improvements.**

*The Project Improvements to be completed by the Developer by July 1, 2020 do not include the Sidewalk Improvements, which shall be completed by the City by July 1, 2020.

**The Pad Site Improvements shall include rehabilitation and renovation of the northern pad site and any and all related work. Any improvements to the southern pad site are eligible CID Costs but are not required to meet the substantial completion requirement.

EXHIBIT F

PRELIMINARY SITE PLAN

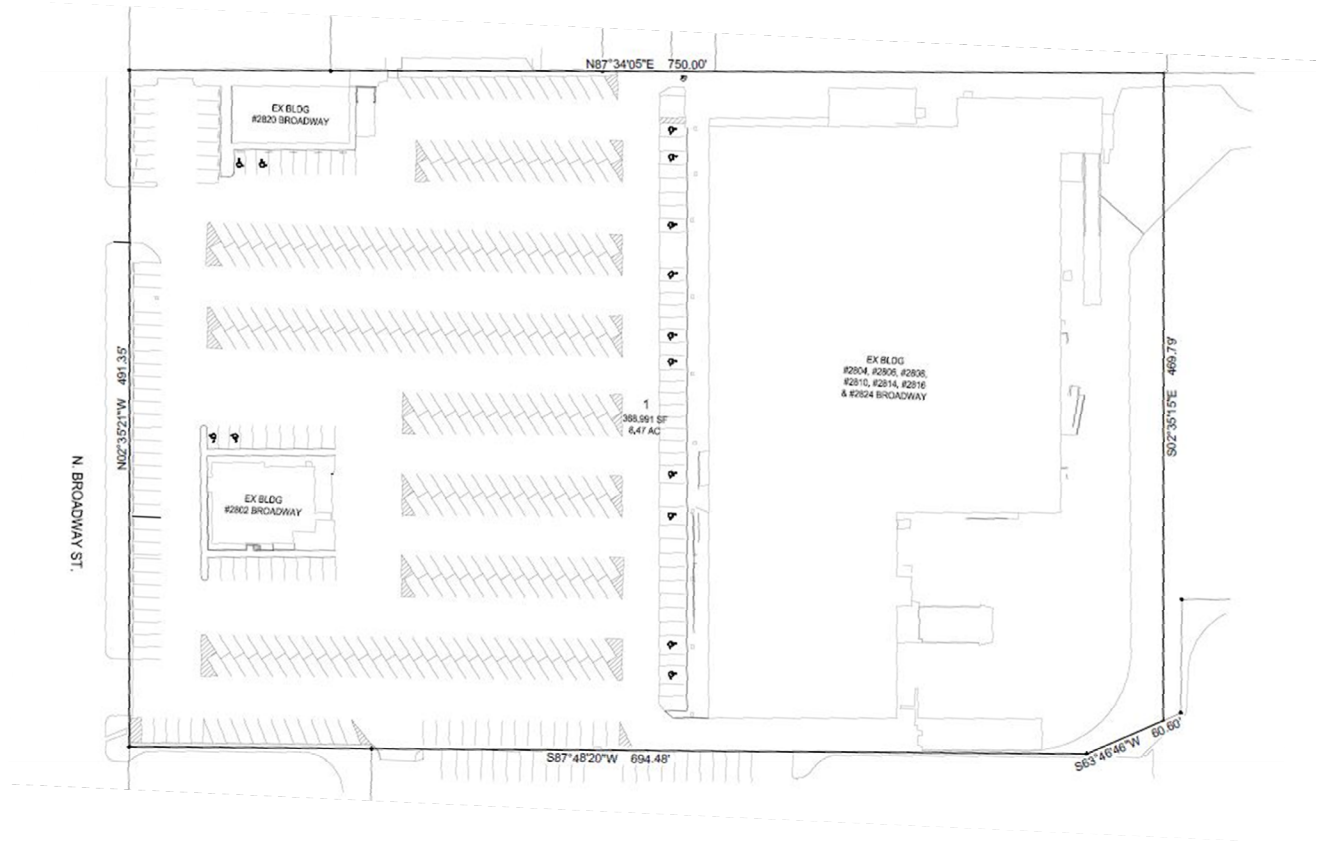


EXHIBIT G

RESTRICTED LAND USES WITHIN THE CID (in addition to those uses which are stipulated by the zoning for the Project)

1. Adult business establishments
2. No Class A, Class B, or other private club as defined in the Kansas Liquor control act
3. Check Cashing, except in connection with a bank or savings and loan institution, tax service or investment/brokerage service or as ancillary to a convenience store, grocery store or variety/discount store
4. Car washes, convenience stores, and gas stations, except those of the first class
5. Cemeteries, funeral services, crematories, and mortuaries
6. Coin-operated laundry
7. Outdoor storage of any kind, regardless of whether a primary use or ancillary use, except for as an ancillary use to hardware or grocery stores
8. Scrap metal dealers

EXHIBIT H

COMMUNITY IMPROVEMENT DISTRICT POLICY

**CITY OF PITTSBURG, KANSAS
COMMUNITY IMPROVEMENT DISTRICT
POLICY**

I. PURPOSE

The Governing Body of the City of Pittsburg, Kansas ("The Governing Body") is authorized by the Community Improvement District Act, K.S.A. 12-6a26, *et seq.* as amended (the "CID Act"), to create community improvement districts ("CID") to fund economic development projects and related amenities and improvements as provided for in the CID Act, to be funded from certain revenues generated within the CID.

The CID Act provides that revenues may be derived from a CID sales tax up to 2% that is charged only within the CID, or from special assessments on the property within the CID, or a combination of sales tax and special assessments.

The Governing Body has determined that it is in the best interest of the City to establish the following policies and guidelines when it considers a petition for the creation of a CID.

II. CRITERIA

It shall be the policy of the City that in addition to the statutory requirements set forth in the CID Act, the creation of a CID shall be conditioned upon the Governing Body determining that it is in the best interest of the City to do so, and that in the opinion of the Governing Body, creation of a CID should meet at a minimum one or more of the following criteria.

The creation of a CID will:

- A. Attract retail and commercial development which will enhance the economic climate and condition of the City;
- B. Attract large regional retail development which will benefit the City;
- C. Result in the construction of infrastructure beyond what the City would require or otherwise build; and
- D. Promote rejuvenation and/or redevelopment within the City.

III. PROJECT EVALUATION

It shall be the policy of the City that when reviewing a petition for creation of a CID, the Governing Body shall consider, at a minimum, the following factors in its decision to create a CID and the amount of CID project costs authorized for reimbursement or payment.

A. Redevelopment Projects.

1. The total cost of the redevelopment project;
2. The percentage of funding for capital costs and public infrastructure costs;
3. The current use(s) and condition of the property proposed for redevelopment;
4. Whether the proposed redevelopment project includes refurbishment and upgrade of existing buildings and facilities or demolition of existing structures and replacement with new buildings and facilities. Projects consisting of demolition and replacement of existing structures with new construction will be viewed more favorably than projects consisting of repair and refurbishment of existing structures;
5. Whether the redevelopment project includes proposed CID funding of costs for maintenance of structures and facilities including but not limited to replacement, maintenance, or repair of building exteriors, HVAC systems, and roofs. The Governing Body will consider whether proposed expenditures represent costs reflective of routine care of property versus material capital improvements;
6. The experience of the developer in similar redevelopment projects;
7. The location of the proposed redevelopment project;
8. The types of businesses and tenants proposed for the redevelopment project. Redevelopment projects which will bring new tenants and types of businesses to the community will be viewed more favorably than projects which will relocate existing businesses from within the City. It is expected that a tenant will be a catalyst to the overall success of the redevelopment;
9. Whether the proposed project will include relocation or closure of businesses within the City; whether the proposed project will involve relocation of businesses within the district to another location; and/or of businesses within the district to another location; and/or whether businesses in other locations within Pittsburgh will be relocated to the proposed CID;
10. Whether the proposed redevelopment project will bring existing development into conformance with the current development ordinances and standards of the City. It is the expectation that new development will meet the City's current development standards. Any deviations from these standards will need to demonstrate an extreme and unique condition;

11. Whether the proposed redevelopment project includes the construction of public amenities. Projects which contain public amenities will be viewed more favorably than projects which do not include public amenities;
12. Whether public incentives in addition to CID incentives have been approved or have been requested for the proposed redevelopment project. It is the Governing Body's policy not to provide public financing where total public financing sources for a proposed redevelopment project would exceed 40% of the total project costs. The Governing Body may consider the creation of a CID which exceeds this percentage of public participation when, in the opinion of the Governing Body and at its sole discretion, the proposed CID projects would be of a unique and extraordinary benefit to the City; and
13. Any other factors deemed by the Governing Body to be relevant to consideration of a proposed redevelopment project.

B. Greenfield Development Projects.

1. The total cost of the greenfield development;
2. The amount of private funding in comparison to CID financing;
3. The percentage of funding for capital costs and public infrastructure costs;
4. The experience of the developer in similar projects;
5. The types of businesses and tenants proposed for the greenfield development project. Projects which will bring new tenants and types of businesses to the community will be viewed more favorably than those which will relocate existing businesses from within the City;
6. Whether the proposed project will include relocation of businesses in other locations within Pittsburg to space within the proposed CID;
7. Whether the proposed greenfield development project includes the construction of public amenities. Projects which contain public amenities will be viewed more favorably than those which do not include public amenities;
8. Whether the proposed greenfield development project includes the construction of infrastructure that would enhance facilities to the benefit of the public;
9. Whether other public incentives have been approved or have been requested for the proposed greenfield development project. It is the Governing Body's policy not to provide public financing where total

public financing sources for a proposed greenfield development project would exceed 40% of the total project costs. The Governing Body may consider the creation of a CID which exceeds this percentage of public participation when, in the opinion of the Governing Body and at its sole discretion, the proposed CID projects would be of a unique and extraordinary benefit to the City; and

10. Any other factors deemed by the Governing Body to be relevant to the proposed greenfield development project.

IV. ELIGIBLE CID PROJECT COSTS

It shall be the policy of the City that certain CID project costs shall be eligible for reimbursement and other costs not eligible for reimbursement in accordance with the following:

A. **Eligible CID Costs.** CID revenues may be used for reimbursement for the following project costs within the CID, including those to acquire, improve, construct, demolish, remove, renovate, reconstruct, rehabilitate, maintain, restore, replace, renew, repair, install, relocate, furnish, equip, or extend:

- 1) Buildings, structures and facilities. Projects consisting of demolition and replacement of existing structures with new constructions will be viewed more favorably than those consisting of repair and refurbishment of existing structures. The total amount of tenant improvement costs reimbursed from CID revenues should not exceed 20% of the total amount of CID reimbursement;
- 2) Sidewalks, streets, roads, interchanges, highway access roads, intersections and alleys;
- 3) Parking lots and parking garages;
- 4) Bridges, ramps, tunnels, overpasses and underpasses;
- 5) Traffic signs and signals;
- 6) Utilities;
- 7) Pedestrian amenities;
- 8) Drainage systems and storm systems;
- 9) Waters systems, sewer systems, lift stations, underground gas, heating and electrical services and connections located within or without the public right-of-way, water mains and extensions;
- 10) Streetscape improvements;

- 11) Lighting, street light fixtures, street light connections and street light facilities;
- 12) The preparation and publication of notices of hearings, resolutions, ordinances and other proceedings relating to the creation or administration of the district or the issuance of bonds therefore;
- 13) Necessary fees and expenses of consultants to the City;
- 14) Interest accrued on borrowed money during the period of construction and the amount of any required reserve fund for any bonds;
- 15) The cost of land, materials, labor, and other lawful expense incurred in planning and constructing any project;
- 16) A charge not to exceed 5% of the total cost of the project for the cost of work done by the City to reimburse the City for the services rendered in the administration and supervision of such project by its general officers; and
- 17) Other site improvements.

B. **Ineligible CID Costs.** CID revenues shall not be used to reimburse for the following project costs, notwithstanding such costs are otherwise permitted by the CID Act:

- 1) To operate or to contract for the provision of music, news, child-care, or parking lots or garages, and buses, minibuses or other modes of transportation;
- 2) To provide or contract for the provision of security personnel, equipment or facilities for the protection of property and persons;
- 3) To provide or contract for cleaning, maintenance, and other operational services to public or private property;
- 4) To produce and promote any tourism, recreational or cultural activity or special event, including, but not limited to, marketing, advertising, decoration of any public place in the district, promotion of such activity and special events and furnishing music in any public place;
- 5) To support business activity and economic development, including, but not limited to, the promotion of business activity, development, and retention and the recruitment of developers and business;
- 6) To provide or support training programs for employees of businesses;

- 7) To pay excise taxes or transportation payments required by the City;
- 8) To pay developer fees, project management fees or attorney fees incurred by the developer;
- 9) Marquees, awnings and canopies;
- 10) Parks, lawns, trees and other landscape;
- 11) Communication and information booths;
- 12) Bus stops and other shelters, stations, terminals, hangers, rest rooms and kiosks;
- 13) Paintings, murals, display cases, sculptures, fountains and other cultural amenities;
- 14) Airports, railroads, light rail and other mass transit facilities;
- 15) Lakes, dams, docks, wharfs, or river ports, channels, levies, and waterways;
- 16) To contract for or conduct economic impact, planning, marketing or other studies;
- 17) For the preparation of preliminary reports;
- 18) The preparation of plans and specifications; and
- 19) Any expense or cost that the Governing Body deems to be not in the best interest of the City.

V. FINANCING

It shall be the policy of the City that financing of eligible CID costs reimbursable in accordance with the CID Act and this policy shall be subject to the following criteria and standards:

A. **Methods of Financing.** In accordance with the CID Act, CID projects may be financed by one of the following methods. The City shall have sole determination as to the approved method of financing.

- 1) Pay-as-you-go financing based either on special assessments imposed within the CID or revenue received from a CID sales tax collected within the CID, or both; or

- 2) Special obligation bond financing payable wholly through special assessments imposed within the CID; or
- 3) Special obligation bond financing payable wholly from a CID sales tax collected within the CID; or
- 4) Special obligation bond financing payable in part through special assessments imposed within the CID and in part from a CID sales tax collected within the CID; or
- 5) A combination of the foregoing methods.

B. **Pay-as-you-go Financing.** Projects which use pay-as-you-go financing will be viewed more favorably than projects requesting issuance of special obligation bonds.

C. **Bond Financing.**

1) Special Obligation Bond Financing. The City will consider issuance of special obligation bonds, when, in the opinion of the Governing Body, the nature of the project and the impact on the community warrants use of special obligation bond financing. Issuance of special obligation bonds will be at the sole discretion of the Governing Body and subject to the following:

- a) Minimum issue size of \$1,000,000;
- b) Special Obligation Bonds must be sold to a “Qualified Institutional Buyer” or an “Accredited Investor” as defined by the Securities and Exchange Commission with a “traveling investor letter”;
- c) Special Obligation Bonds must be offered in denominations of not less than \$100,000; and
- d) The City will select a placement agent for any special obligation bond issuance by a method approved by the Governing Body.

2) General Obligation Bond Financing. It is the policy of the City that no general obligation bonds will be issued to finance a CID project.

D. **Financing Risk.** The City will not provide full faith and credit backing or other credit enhancement to any CID project or in any way put the general revenues of the City at risk to finance a CID project or reimburse eligible expenses.

VI. APPLICATION

To provide the City staff and Governing Body with sufficient information to consider a CID Petition, a CID applicant must provide the following information and documents regarding the proposed CID to the City Manager or his or her designee for review and consideration:

A. **Draft Petition.** A draft petition which includes the following information, as described in the CID Act:

- a. The general nature of the proposed project;
- b. Estimated cost of project;
- c. The proposed method of financing the project;
- d. The proposed amount and method of assessment;
- e. The proposed amount of CID sales tax;
- f. A map of the proposed district; and
- g. A legal description of the boundaries of the proposed district.

B. **Legal Description.** A legal description must be accompanied by a verification submitted in accordance with the form attached hereto as Exhibit A and an original, legible map depicting the boundaries of the district.

C. **Project Description and Site Plan.** Information supplemental to the Draft Petition including:

- 1) A description of the project, phasing, and timing of the project. The description should include information related to all improvements, public and private, with a description of the improvements to be financed with the proposed CID;
- 2) A complete and legible site plan that depicts the phases and improvements as described in accordance with the requirements of this Section VI;
- 3) A description of how the proposed CID fulfills the criteria and objectives of this policy, as outlined in Sections II and III;
- 4) A description of the tenants and/or types of tenants to be located within the proposed CID; and
- 5) A description of whether the proposed project will include relocation of businesses, including relocation of businesses within the district to another location as well as whether businesses in other locations within Pittsburg will be relocated to space within the proposed CID.

D. **Description of Project Financing.** A description of the proposed method of financing, as outlined in Section V to include:

- 1) If the proposed CID includes a CID sales tax, the proposed percentage should be identified as well as the proposed date for the sales tax to commence. Projects proposing a CID sales tax or 1.0% or less will be viewed more favorably than projects proposing a higher sales tax percentage;
- 2) If the proposed CID revenue for the project is special assessments, the estimated amount of the assessments should be identified; and
- 3) The description of financing should also include whether pay-as-you-go or bond financing is requested.

E. **Project Sources and Uses.** A description of costs and revenue projections for the proposed CID, including the following:

- 1) A comprehensive project budget outlining project costs in as much detail as will depict the types and categories of project expenditures. The budget should be presented in a format agreed to with the City Manager or his or her designee in order to make clear the source of funds, by line item and category those items proposed to be funded with CID financing and those to be funded privately; and
- 2) Forecast of CID revenues including the assumptions used in the forecast and an annual projection of CID revenues.

F. **Description of other Public Financing.** The CID application should provide a detailed description of public financing included in the project in addition to the proposed CID.

G. **Developer Information.** Information regarding the developer as follows:

- (1) A complete description of the legal entity or entities and the principals involved in development of the property;
- (2) A summary of the background and qualifications of the CID applicant and/or the developer and development team responsible for the development project and evidence that these individuals and entities have demonstrated success in similar type projects and can operate the project for the term of the proposed CID; and
- (3) Information evidencing that the applicant has the financial ability to complete the proposed project, the sources of debt and equity for the project, and a letter from a financial institution indicating private financing can be obtained for the proposed project.

H. **Property Information.** A listing of owners and tenants as follows:

- (1) A complete list of all property owners within the proposed CID, the total land area owned by each and the assessed valuation represented by each; and
- (2) A complete list of all tenants within the proposed CID.

VII. PROCESS

It shall be the policy of the City that all requests for consideration of the creation of a CID shall be reviewed in accordance with the following process:

A. **Timing.** A complete application must be submitted at least thirty (30) days prior to a regular meeting of the Economic Development Advisory Committee ("EDAC Committee"). A recommendation for EDAC Committee review and consideration of the proposed CID project will not be made by the City Manager unless and until all application materials, as well as supplemental information requested, has been submitted to the satisfaction of the City Manager.

B. **Preliminary Review.** The City Manager or his or her designee, in consultation with City staff, bond counsel and financial advisor, will review the CID Application to determine whether the proposed CID fulfills the criteria and objectives of this policy, as outlined in Sections II and III. The City Manager or designee may request additional information to assist review of the CID application. If the City Manager determines that the proposed CID meets the criteria and objectives of the policy, the CID Application as supplemented, will be forwarded to the EDAC Committee for its preliminary consideration.

C. **EDAC Committee Review.** The EDAC Committee will review the proposed CID and if it preliminarily approves the concept, then City staff will assist the CID applicant to prepare for the Governing Body's consideration a formal petition and a resolution to call a public hearing.

D. **Formal Petition.** The CID applicant must file with the City Clerk a formal petition for the creation of a CID based upon the concept of the proposed CID that is preliminarily approved by the EDAC Committee. The petition shall be accompanied by the petition fee as described in Section IX and contain the following:

- 1) All of the information required by the CID Act;
- 2) Acknowledgment by the applicant that the applicant will pay all out of pocket costs incurred by the City related to the City's review of the petition, including but not limited to the City's cost of legal counsel and financial advisors necessary to evaluate the petition;
- 3) If the CID applicant is seeking to finance the CID project in whole or in part with CID sales tax, signatures of the owners of more than 55% of the land area within the proposed district and collectively owning more than

55% by assessed value of the land area within the proposed CID. CID petitions signed by owners of 100% of the property within the district will be viewed more favorably than those reflecting only the minimum as required by the CID Act;

- 4) If the CID applicant is seeking to finance the CID project only with assessments, signatures of the owners of all the land area within the proposed CID; and
- 5) The formal petition must be submitted no less than ten (10) business days prior to the meeting at which the Resolution to set the public hearing will be considered.

E. **Public Hearing.** Upon receipt of the petition and all additional information required by this Policy, the Governing Body may order a public hearing on the creation of a CID and the imposition of a CID sales tax. The Governing Body shall give public notice and hold such hearing in the manner required by the CID Act.

F. **Funding Agreement.** Prior to or at the same time as submitting a draft CID petition, the CID applicant must enter into a funding agreement with the City whereby the applicant will reimburse the City for costs the City incurs including costs of all legal publication notices, resolutions, ordinances, and other proceedings relating to the consideration and/or creation of the proposed CID; the costs of the City's consultants, financial advisor, bond counsel and legal counsel as a result of the consideration of the proposed CID.

G. **Governing Body Findings.** After the public hearing is conducted, the Governing Body shall determine the advisability of creating a CID pursuant to the CID Act. If advisable, and an acceptable development agreement is presented as required in Section VIII below, the Governing Body may create a CID by adopting an appropriate ordinance.

VIII. DEVELOPMENT AGREEMENT

No CID ordinance will be adopted unless and until the Governing Body approves a development agreement between the City and the CID applicant and shall include, but not be limited to the provisions below. Development agreements will be negotiated on a project-by-project basis and consider all relevant factors related to the characteristics of the proposed CID.

A. **Project Description.** The agreement will include provisions regarding the proposed CID project, as described in the application as well as the approved budget for the project.

B. **Development Requirements.** Development will be required to be in conformance with all City policies, ordinances, design standards and codes. The City reserves the right to require higher development standards for improvements made within a CID including design, materials, additional amenities and other factors the Governing

Body deems in the best interest of the City. It is expected that deviations from these would only be considered in extreme and/or unique circumstances.

C. **Required Expenditure of Private Funds.** The agreement will include provisions to ensure that private funds are invested in the project prior to or along with the investment of the CID funds.

D. **Certification of Costs and Disbursement of CID Funds.** The agreement will include provisions regarding the method and manner for certification of eligible expenses and reimbursement of costs from CID funds.

E. **Timing and Performance Milestones.** The agreement will include provisions regarding project completion and the performance of certain improvements which must be completed prior to reimbursement or disbursement of CID funds.

F. **Maintenance and Use during the term of the CID.** The agreement will include provisions outlining the expectations during the term of the CID and/or the life of the bonds up to twenty-two (22) years as provided in the CID Act. These provisions will include, but are not limited to uses and use restrictions, maintenance, payment of taxes, casualty loss, and reporting.

G. **Community Participation.** The agreement will provide that recipients of CID tax incentives are required to actively participate in community organizations such as the Pittsburg Area Chamber of Commerce.

H. **Assignment Rights.** The agreement will provide that any and all assignment of rights under the development agreement shall be subject to Governing Body approval.

I. **Default Provisions.** The agreement will include a certification by the developer that it is either not delinquent in the payment of ad valorem taxes to Crawford County, Kansas, or will cure any such delinquency within a time period approved by the Governing Body. The agreement will further provide that if said ad valorem taxes are not paid in full prior to becoming delinquent during the term of the CID, such a delinquency shall constitute a default.

J. **Guaranty Requirements.** This agreement will include personal guaranties from each principal, and his or her spouse, of the developer.

IX. FEES

A. **Application Fee.** Upon submission of a CID application as set forth in Section VI, the CID applicant shall pay a non-refundable application fee of \$1,000.00 to the City.

B. **Annual Administration Fee.** For any approved CID, the City shall be paid an on-going annual administrative service fee in the sum of 1% of the total CID

revenues received by the City. The annual administrative fee may be paid from CID revenues.

X. AUTHORITY OF GOVERNING BODY

The Governing Body, by its inherent authority, reserves the right, in its sole discretion, to grant or reject any proposal or petition for creation of a CID at any time in the review process when it considers such action to be in the best interests of the City.

ADOPTED by the Governing Body of the City of Pittsburg, Kansas this 12th day of May, 2015.

APPROVED AND SIGNED by the Mayor this 12th day of May, 2015.

CITY OF PITTSBURG, KANSAS

By: _____

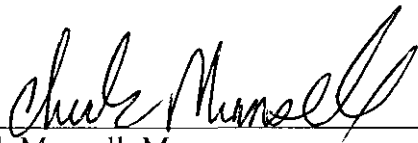

Chuck Munsell, Mayor

EXHIBIT A

VERIFICATION OF LEGAL DESCRIPTION

STATE OF KANSAS)
) ss:
COUNTY OF CRAWFORD)

I, _____, being first duly sworn upon my oath, state I am over the age of eighteen years; I am the authorized representative of _____ (the "Developer"); I have read the CID Petition dated _____, 20____; the Developer had the attached legal description prepared by a surveyor licensed in the State of Kansas and that said surveyor has stamped the legal description; I have verified the legal description for accuracy on behalf of the Developer and that the legal description is true, correct and accurate.

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My Appointment Expires: _____

March 13, 2019

VIA ELECTRONIC MAIL

Jay Byers
Deputy City Manager
201 W. 4th St.
Pittsburg, KS 66762

Re: Engagement Letter for Legal Services

Dear Jay:

This letter will serve as the contract by which Duncan & Allen will provide legal services to the City of Pittsburg to assist in the establishment of a municipally owned utility to provide electric services to the residents and businesses in the City, replacing Westar Energy (now owned by the new holding company, Evergy, Inc.) as the City's electric provider. If there are provisions of this letter that cause you concern, please let me know and I'm sure we can address those concerns.

Otherwise, if this letter agreement is acceptable to you and the City, it will serve as the Contract For Legal Services from Duncan & Allen. If it is acceptable, please send back a signed copy of the letter at your convenience. A scanned e-mail version would be fine. My electronic signature at the end will serve as my firm's approval and acceptance of the contract.

**A. Scope of Legal Services To
Be Performed By Duncan &
Allen**

Duncan & Allen is qualified and prepared to undertake or oversee the performance of all the legal tasks associated with the purchase (by negotiated price or condemnation proceeding) of the distribution facilities currently used to provide retail service to the residents and businesses within Pittsburg. These legal tasks are likely to include (but not be limited to) the following:

- Participate in planning, strategy and reporting meetings with the Pittsburg team and the City Commission as appropriate;
- Participate in negotiation and drafting sessions with Westar to negotiate which facilities are to be purchased and the price of those facilities; or, alternatively (and perhaps in addition to) we would represent the City in a condemnation case to set a fair price and enable the City to purchase those facilities;¹
- Negotiate and draft the types of contracts that will ultimately be required (discussed in more detail below);
- Appear before the Kansas Corporation Commission (KCC) and the Federal Energy Regulatory Commission (FERC) as required for any proceeding involving the City's municipalization activities, including (but not limited to) appearing in any proceedings required for approval of the sale or transfer of facilities, for determination of a reasonable purchase price for facilities, determining a retail service territory and removing Pittsburg's service territory from Westar's KCC-certificated service territory;
- File at the FERC to require Westar to provide the City with a FERC-formula-driven stranded cost estimate;
- Negotiate and draft contracts for wholesale power supply for the City, for transmission and ancillary services to enable the reliable transmission of that power supply to the City, and for interconnection with Westar as a new and independent municipal utility.
- Reporting in person to the City's governing body after relevant meetings with Westar/Evergy.

We are also available to assist the City in drafting rules and regulations, contracts with its industrial customers, and the terms and conditions of rate schedules for providing service to all customers in the City.

¹ I am admitted to the Washington, DC, the U.S. Supreme Court and other bar associations, but not the Kansas State bar. If required to appear before a Kansas court or the Kansas Corporation Commission, I could be authorized to appear via a *Pro Hac Vice* motion, which is how I have appeared in other KCC and state proceedings. In addition, our litigation partner John T. Coyle, who oversees most litigation for our clients, would be brought in to defend any lawsuit that Westar or its supporters might bring against the City. John has also appeared before the Kansas Corporation Commission and the district courts in Kansas.

The types of contracts that will be required will depend on the operational and physical scope of the distribution service the City provides, the ultimate goals of the City, and the City's location on the timeline for achieving those goals. That said, the following types of contracts must certainly be negotiated, drafted and executed to enable the City to provide retail electric service to customers:

- A Facilities Purchase Agreement, for purchase of Westar facilities.
- Agreement(s) to reimburse Westar for severance and reconnection costs.
- Power Supply Agreement(s) to provide a reliable, reasonably priced wholesale power supply for the City to provide electricity to its customers. This could be a full requirements (and load following) contract, a combination of blocks of power and a partial requirements contract to supply the remainder. The City's power supply might come from one or more generators and might include different types of power (*e.g.*, baseload, intermediate, or peaking power) and different types of fuel (*e.g.*, wind, solar, gas-fired, coal-fired).
- An Interconnection Services Agreement, spelling out the operational terms and party obligations for the interconnection between the Pittsburgh system and Westar (or possibly another utility or utilities).
- A Transmission Services Agreement, governing the terms and obligations for transmitting the City's power supply from the relevant supplier(s) to the City.
- A Franchise Agreement enabling Westar to use the City's streets and rights-of-way for continued or new placement of Westar facilities that remain within the municipal corporate limits.

Other types of contracts could be required, depending on the City's approach to providing service. For example, the City could contract with Westar or another company to undertake meter reading, system maintenance, and other utility activities.

Each municipalization is unique and the types of contracts and activities that are required can be similarly specialized. For that reason, we will commit to provide a report to the City every month, summarizing what has been done as of the report date, and updating the legal services and types

of contracts that then appear to be required. That report will accompany our monthly statement for legal services, described in Section B. below.

My preference is to be aggressive in our legal activities, to keep pressure on Westar and to attempt to accomplish the City's goal as quickly as reasonably possible. Moving quickly will also keep the data accumulated by the City and its consultants timely and relevant.

B. Fees And Expenses

Duncan & Allen charges for its services on an hourly basis. My current rate is \$415 per hour. The current hourly rates of others who could be involved (with links to their respective biographies on our website) are as follows:

John Coyle (litigation expert, if required)	\$425
Bio: https://www.duncanallen.com/john-p-coyle	
Jason Gray (from Wichita; former KCC attorney)	\$395
Bio: https://www.duncanallen.com/jason-t-gray	
Ashley Bond (KU grad; parents live in Leavenworth)	\$375
Bio: https://www.duncanallen.com/ashley-m-bond	
Ken Holmboe (appeared before KCC in past)	\$275
Bio: https://www.duncanallen.com/kenneth-m-holmboe	

I anticipate doing almost all the work myself, although I may use Mr. Holmboe for research and other activities in order to provide service at the lowest and most efficient cost, but without sacrificing quality. Mr. Coyle has been included on this list because of his KCC and litigation expertise; Mr. Gray and Ms. Bond have been included on the team because they both have KCC, FERC and Kansas backgrounds or experience. It is unlikely that either of them would be used, however.

We also charge for out-of-pocket expenses such as travel, lodging, duplicating, postage and overnight delivery and similar expenditures on an at-cost basis, with no mark-ups, adders or multipliers. We do not charge for general office overhead, office staff time, long-distance telephone calls, facsimile transmittals or on-line legal research. We charge \$0.10 per page for photocopies produced in-house. We will not change these fees, charges or policies without first notifying the City. I estimate that these out-of-pocket expenses (if any) will be negligible.

When I travel to Pittsburg or Topeka for this project, I will not charge for travel time or seek payment for any sort of mileage cost. I will, however, charge for actual out-of-pocket travel expenses such as gasoline, backed up with receipts.

We will bill Pittsburg monthly, with our bill sent to you (or to whomever the City specifies). Our bills include a narrative description explaining what we did each day. We ask and expect Pittsburg to pay our billing statements within 30 days of receipt.

Finally, we commit that we will not change our current fees, specified above, for a minimum of three years from the date of this letter. Any such future changes will be specified in writing to the City, in advance of their effective date.

C. Termination

Pittsburg may terminate our engagement at any time by providing written notice to that effect. In that event, we will, under the direction of you and the Pittsburg City Attorney, arrange for an orderly transfer of any remaining obligations consistent with our professional responsibilities. In the event of termination, Pittsburg would remain responsible for the payment of all of our fees and expenses accrued as of the date of termination.

D. Current Estimate

The current estimate for legal fees associated with the initial phase of work encompassing the tasks is shown below. All of the stated tasks also include background research, preparation time and review of relevant prior studies, correspondence, etc.):

1. Review consultant report(s) and meet with the City to develop an initial strategy and plan:

- Time estimate: 20 – 50 hours
- Fee estimate: \$8,000 - \$20,000

2. Initial meeting between City and Westar representatives to discuss City acquisition of Westar facilities:

- Time estimate: 5 – 10 hours

- Fee estimate: \$2,000 - \$4,000
- 3. Post-meeting strategy and planning session with the City and its consultant(s):
 - Time estimate: 10 – 20 hours
 - Fee estimate: \$4,000 - \$8,000
- 4. An in-person report to the City Commission or the status/results of the Westar meeting and the strategy for going forward (including preparations and research):
 - Time estimate: 5 – 20 hours
 - Fee estimate: \$2,000 - \$8,000

The City will be meeting with Westar in late March or early April. After that meeting and after we get a better feel for Westar's approach to dealing with Pittsburgh, I will develop and share with you an updated estimate of legal fees for the foreseeable future.

* * *

If you or any of your colleagues have questions or would like more information, please call. During business hours you can usually reach through the main Duncan & Allen telephone number, (202) 289-8400, and you can contact me any time on my cell phone, (240)-461-4425.

Thank you again for the opportunity to work with you and your colleagues at the City of Pittsburgh. Our firm strongly believes in and supports your mission and we are genuinely honored to assist you.

Sincerely yours,

/s/ Gregg D. Ottinger

Gregg D. Ottinger

cc: Daron Hall, City Manager
John Bailey, Special Projects Engineer

Accepted on behalf of the City of Pittsburg, Kansas:

By

Title

Date

MASTER SERVICES AGREEMENT

This **MASTER SERVICES AGREEMENT** is entered into this _____ day of _____, 2019 ("**Effective Date**"), by and between GE Warren Associates, a Florida company ("**Provider**"), and the City of Pittsburg, KS, a municipal corporation ("**Client**").

1. SERVICES

1.1 Scope of Work/Statements of Work. Provider will provide the services described in one or more statements of work signed by an authorized representative of each party (each a "**SOW**"). Each SOW is incorporated by reference into, and will be governed by the provisions of, this Agreement. Each SOW will be in substantially the form attached hereto as an Exhibit and will describe the services to be performed ("**Services**"), the deliverables, if any, to be provided ("**Work Product**"), the schedule, the compensation for the Services and/or Work Product and such additional information as the parties agree upon. In the event of inconsistency between this Agreement and a SOW, the SOW will govern as to the inconsistent matter(s).

1.2 Change Orders. If either party desires a modification to the Services, Work Product or schedule set forth in a SOW, or the addition of out-of-scope work to a SOW, such party will submit its requested modifications in writing to the other party. The recipient of requested modifications may accept or reject the requested modifications, or present a counter-proposal, in its sole discretion. Changes to a SOW will be effective only when an authorized representative of each party executes a written amendment to the SOW that sets forth the changes to the Services and/or Work Product and any related changes to the schedule and charges (a "**Change Order**"). Provider will not be required to begin any Change Order work until a Change Order is effective.

1.3 Method of Performance. Provider will determine the method, details and means of performing the Services and providing the Work Product. Each party has the right to

control its own personnel. Designation of a particular Provider individual in a SOW does not preclude Provider's termination or re-assignment of the individual, *provided that* Provider replaces the individual with a person with appropriate skills who is reasonably acceptable to Client.

1.4 Acceptance. The parties agree that acceptance criteria for any Services and/or Work Product should, if possible, be set forth in each SOW. Promptly following Provider's completion of any Services or delivery of any Work Product, Client will examine the Services and/or Work Product to confirm conformance with specifications in all material respects.

2. CLIENT RESPONSIBILITIES

2.1 Access and Cooperation. Client will provide any access, information, accommodations, facilities, equipment and personnel described in the SOW or otherwise reasonably required by Provider. Client acknowledges and agrees that Provider's ability to perform any Services and/or provide any Work Product in a timely manner is contingent upon Client's making available in a timely manner the resources required of it in the SOW, making available the assistance and cooperation of Client's officers, agents and employees and providing complete and accurate Client information and data. In the event of a delay caused by Client's failure to perform an obligation or make delivery of a necessary item in a timely manner, the date of performance of Provider's work will be extended for a period of time equal to the impact of the delay on the schedule.

3. TERM AND TERMINATION

3.1 Term. The term of this Agreement commences on the Effective Date and continues until the date this Agreement is terminated, as provided below. Termination of a SOW will not terminate the entire Agreement unless so stated in the termination notice.

3.2 Termination Without Cause. Unless otherwise stated in the applicable SOW, Client may terminate this Agreement upon thirty (30) days' advance written notice and

Provider may terminate this Agreement upon thirty (30) days' advance written notice.

3.3 Termination for Cause. Either party may, without prejudice to the other rights or remedies available to it, immediately terminate this Agreement if the other party:

- (a) fails in any material respect to perform its obligations under this Agreement or any SOW and such failure continues for a period of fifteen (15) days after written notice;
- (b) ceases to carry on its business substantially as such business was conducted on the date of this Agreement;
- (c) institutes or suffers the institution against it of bankruptcy, reorganization, liquidation, receivership, insolvency or similar proceedings; or
- (d) becomes generally unable to pay its debts as they become due.

3.4 Effects of Termination. Provider will advise Client of the extent to which performance has been completed and deliver to Client any work in progress. Provider will promptly be paid (a) all amounts for work performed that are not subject to reasonable dispute, (b) all expenses incurred through the date of termination, including charges for materials ordered by Provider that cannot be returned for a full refund, and (c) upon resolution of the dispute, all amounts for work performed that were subject to reasonable dispute, to the extent required by the resolution, together with interest accruing thereon except to the extent that the resolution process was subject to unreasonable delays by Provider.

4. CONFLICT OF INTEREST

Provider agrees that during the term of this agreement and for a period of three years thereafter, and under any extension of the term under this Agreement, not to engage, either directly or indirectly, in any activity (a Conflict of Interest) which might adversely affect the Client, including ownership of a material interest in any supplier, contractor, distributor, subcontractor, customer or other entity with which the Client does business, including substantive negotiations or accepting any material payment, service, loan, gift, trip, entertainment, or other favor from a supplier, contractor, distributor, subcontractor,

customer or other entity with which the Client does business or with which the Client has engaged in substantive negotiations, and that Provider will promptly inform the Client as to each offer received by Provider to engage in any such activity. Provider further agrees to disclose to the Client any other facts of which Provider becomes aware which might in Provider's good faith judgment reasonably be expected to involve or give rise to a Conflict of Interest or potential Conflict of Interest.

Any breach of the Conflict of Interest provisions herein shall entitle the non-breaching party to recover monetary damages of \$5,000.00 per occurrence or its actual damages, whichever is greater. In addition to monetary damages, the non-breaching party shall also be entitled to bring an action for temporary and permanent injunction to enforce the provisions of this paragraph and, if successful, the party in breach shall reimburse the non-breaching party for its reasonable attorney fees incurred in securing the temporary or permanent injunction.

5. INCORPORATION OF GENERAL TERMS AND CONDITIONS

The General Terms and Conditions attached hereto as Exhibit A are incorporated herein by reference and constitute an essential part of this Agreement.

6. NOTICES

All notices must be written and will have been given (a) when delivered by hand, (b) on the next business day, if delivered by a recognized overnight courier, (c) on the third business day if mailed (by certified or registered mail, return receipt requested) or (d) upon email transmission to the addresses or email addresses set forth on the signature page hereto.

6. GOVERNING LAW

This Agreement will be construed in accordance with and governed by the laws of the State of Kansas without giving effect to its provisions on conflict of laws, and venue for all litigation relating to this Agreement will be in the federal or state courts located in the City and County of Pittsburg, Kansas.

IN WITNESS WHEREOF the parties have entered into this Master Services Agreement, which is effective as of the Effective Date, as of the date first set forth above.

<u>Provider</u>	<u>Client</u>
GE Warren Associates	City of Pittsburg, KS
By: _____	By: _____
Printed Name:	Printed Name:
Title:	Title:
Address:	Address:
Attention:	Attention:
Email:	Email:

EXHIBIT A

GENERAL TERMS AND CONDITIONS

THE FOLLOWING TERMS AND CONDITIONS ARE INCORPORATED INTO AND MADE AN ESSENTIAL PART OF THAT CERTAIN MASTER SERVICES AGREEMENT BETWEEN THE CITY OF PITTSBURG, KS ("CLIENT") AND THE "PROVIDER" DEFINED THEREIN. DEFINED TERMS NOT DEFINED HEREIN SHALL HAVE THE SAME MEANING AS SET FORTH IN THE BODY OF THE MASTER SERVICES AGREEMENT.

1. Invoices and Payments. Unless otherwise arranged through an Exhibit under this Master Services Agreement, Provider will invoice charges for third-party materials purchased pursuant to a SOW upon delivery of such materials to Client. If the SOW requires payment on a time and materials basis, then Provider will invoice charges for Services or Work Product on a monthly basis, and each invoice will include the name(s) of the Provider personnel performing work, the number of hours worked by each such personnel, the applicable hourly rate and a brief description of the task(s) performed. If the SOW requires payment on a fixed fee or other basis, then Provider will invoice charges for Services or Work Product in accordance with the payment schedule set forth in the applicable SOW. All invoices will be in Provider's standard form and, except for amounts reasonably disputed by Client, will be due and payable within thirty (30) days from the date of invoice. Client's dispute of any amounts will not delay its payment of undisputed charges and expenses to Provider. The final invoice for each SOW will not be due until project completion of each SOW to the satisfaction of Client. Payment can be either by check or automated bank draft.
2. Independent Contractors. The Provider is an independent contractor under this Agreement, and nothing herein shall be construed to create a partnership, joint venture, and franchise or agency relationship between Provider and Client. Neither party has any authority to enter into agreements or make representations or warranties of any kind on behalf of the other party. The Provider may be authorized to

represent the Client with respect to services being performed, dealing with other agencies, and administrations in order to perform the services under this agreement.

3. Confidentiality.

3.1. *Confidential Information.* As used herein, "Confidential Information" means any and all technical, business, financial, or other information, including third party information, furnished, disclosed, or otherwise made available by one party to the other party that is identified as confidential.

3.2. *Obligations.* Client agrees to disclose to Provider only that Confidential Information of Client that is reasonably necessary to enable Provider to provide the Services. The party receiving Confidential Information (the "Receiving Party") from the other party (the "Disclosing Party") will not use any Confidential Information of the Disclosing Party for any purpose other than the provision and receipt of Services under this Agreement, respectively, the use in accordance with all terms and conditions of this Agreement. Further, the Receiving Party will disclose the Confidential Information of the Disclosing Party only to the employees or contractors of the Receiving Party who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable consideration.

3.3. *Termination of Obligations.* The Receiving Party's obligations under this Section 3 with respect to any Confidential Information of the Disclosing Party will terminate if and when the Receiving Party can document that such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the

Receiving Party has become, generally available to the public; or (d) is independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information. In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (i) approved in writing by the Disclosing Party; (ii) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order or a court of similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

3.4. *Return of Confidential Information.* The Receiving Party will return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control and permanently erase all electronic copies of such Confidential Information promptly upon the written request of the Disclosing Party or the expiration or termination of this Agreement, whichever comes first. At the Disclosing Party's request, the Receiving Party will certify in writing that it has fully complied with its obligations under this Section 3.4.

4. Proprietary Rights. Client shall own all right, title and interest in any Work Product specified in the Statement of Work or any other tangible or non-tangible materials specified in the Statement of Work as deliverables to be provided by Provider to Client in accordance with the Services and all copies thereof. Where applicable, such Work Product will be "Works Made for Hire" under Title 17 of the United States Code as it may be revised and amended from time to time. In each case solely in conjunction with the work product delivered hereunder, the Provider agrees the Client will have a perpetual, irrevocable, non-exclusive, worldwide, royalty-free license to use, display, perform and prepare "derivative works" as defined in the Copyright Act, 17 U.S.C. 101 for any and all ideas, improvements, inventions and works of authorship conceived, written, created or first reduced to practice in the performance of work

under this Agreement.

5. Indemnification. Each party (the "Indemnifying Party") will defend, indemnify and hold harmless the other party and its parents, subsidiaries, and affiliates, if any (collectively, the "Indemnified Party"), and the directors, officers, employees and agents of the Indemnified Party, from and against any and all claims, fines, costs, losses, damages, judgments and expenses (including reasonable attorneys' fees) arising out of or in connection with any third-party claim related to any negligence of such party or any breach of such party's representations, warranties or covenants contained in this Agreement. The Indemnified Party shall promptly notify the Indemnifying Party of any such claim of which it becomes aware and shall: (a) at the Indemnifying Party's expense, provide reasonable cooperation to the Indemnifying Party in connection with the defense or settlement of any such claim; and (b) at the Indemnified Party's expense, be entitled to participate in the defense of any such claim. The Indemnifying Party shall not acquiesce to any judgment or enter into any settlement that adversely affects the Indemnified Party's rights or interests without prior written consent of the Indemnified Party.

6. Subcontracting and Third Party Contracts; Assignment. The services to be rendered hereunder by Provider may not be subcontracted or otherwise performed by third parties on behalf of Provider, without the permission of Client. Provider warrants that all work to be performed by Provider or its sub-contractors shall be performed by qualified personnel in a workmanlike manner consistent with industry standards. Neither party may assign this Agreement or any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party, not to be unreasonably withheld; except that either party may, without the other party's consent, assign this Agreement in whole: (a) to any affiliate of such party; or (b) to any purchaser of all or substantially all of such party's assets or stock or to any successor by way of merger, consolidation or similar transaction. Subject to the foregoing, this Agreement will be binding upon, enforceable by, and inure to the benefit of the parties and their respective successors and assigns

7. Warranties. Each party represents and warrants that: (a) it has the authority to enter into this Agreement and to perform all obligations hereunder; (b) its execution of this Agreement by such party and performance of its obligations hereunder, does not and will not violate any agreement to which it is a party or by which it is bound; (c) when executed and delivered, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against it in accordance with its terms; and (d) it shall comply with all applicable local, state, federal, national, and international laws and regulations in performing its obligations hereunder.
8. Force Majeure. Neither party shall be liable under, or considered in default of, this Agreement for delay of performance caused by circumstances beyond its reasonable control and occurring without its fault or negligence, including, but not limited to, failure of subcontractors, telecommunications and other suppliers and carriers.
9. Entire Agreement. This Agreement constitutes the entire agreement among the parties and shall supersede any other agreements, representations or negotiations between the parties. This Agreement may not be amended or modified, in whole or in part, unless in writing executed by all the parties.
10. Nonwaiver; Severability; Survival. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. If any term, provision, covenant or condition of this Agreement is held invalid or unenforceable for any reason, the remainder of the provisions will continue in full force and effect as if this Agreement had been executed with the invalid portion eliminated. The provisions of this Agreement relating to confidentiality, representations and warranties, indemnification obligations, limitations on damages, governing law and any others which expressly survive will survive the termination or expiration of this Agreement for any reason

11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and together shall constitute one and the same instrument. Execution and delivery of this Agreement may be made by exchange of facsimile copies bearing facsimile signatures.

EXHIBIT B

Statement of Work – Consulting Services

This Agreement for Professional Services ("Agreement") made and effective this _____ day of _____ 2019, by and between **GE Warren Associates (Provider)** and **City of Pittsburg, Kansas (Client)** the undersigned parties pursuant to that certain Master Services Agreement dated _____, 2019 ("Master Services Agreement"). This Statement of Work ("SOW") is deemed a part and incorporated by this reference into the Master Services Agreement. In consideration of the mutual covenants of this Agreement, parties hereby agree as follows:

1. Scope of Services

Consistent with Kansas state laws, the Client is evaluating and planning the development of a municipally owned and operated electric utility to provide electric service within the Client of Pittsburg. Provider agrees to act as the Client representative by providing consulting services, from time to time, as requested by the Client related to the evaluation, planning, and development of said electric utility. Services provided under this contract may include, but not be limited to services such as:

- Review and assistance in preparation of financial evaluations;
- Support for negotiations with the incumbent electric utility for the purchase of the incumbent's electric system, development of joint use agreements, severance & reintegration agreements and transition agreements necessary to transfer operations and customers from the incumbent utility to the Client;
- Support in the identification and evaluation of other team members and experts involved in assisting the Client in the development of the electric utility;
- Review of team member work products;

- Participation in team planning meetings;
- Review and assistance in development of rates and policies necessary for the operation of an electric utility;
- Planning, reviewing progress and assisting the Client in procure the goods, services, and personnel necessary to start up and operate an electric utility; and
- All other services authorized by the Client associated with the planning, development, management, and operation of an electric utility.

The Provider represents that it possesses qualified personnel to perform such services and will work in the Client's best interest throughout this project.

2. Schedule and Budget

2.1 Client and Provider shall develop a plan defining the overall schedule and deliverables for the project of creating a municipal electric utility.

2.2 Provider and Client shall create a project budget broken down by major task.

2.3 Provider shall report to Client monthly on the progress of the plan and the status of the project budget and make recommendations regarding plan adjustments.

3. Client Responsibilities

3.1 Client will arrange for a project manager and make necessary staff available to Provider based on the requirements of the project plan.

3.2 Client staff will complete all tasks assigned to them in the project plan.

3.3 Client will form a small committee to serve as the core team in making decisions related to this project.

3.4 Client will provide a project executive who will act as the Client's final decision-maker regarding this contract.

4. Billings, Compensation and Status

- 4.1 Provider acknowledges that it is an independent consultant and is responsible for all project related taxes and there shall be no withholding of taxes. The Provider understands, acknowledges and Provider agrees that none of its employees shall be classified employee of the Client and that none of its employees shall have,

be entitled to or receive any of the benefits afforded to the employees of the Client.

- 4.2 Client agrees to pay Provider, for all services completed with respect to this Agreement an hourly rate of \$175/hr. plus actual reasonable expenses. The Provider will perform work under this Agreement as authorized by the Client. The Client may determine budget limitations and/or schedules for work conducted under this Agreement. Provider agrees to abide by any such limitations and schedules and agrees to seek prior approval from the Client if work may exceed budget or pre-established schedules. Provider will seek prior approval from the Client before incurring travel or other expenses under this Agreement.
- 4.3 Provider will provide monthly invoices for work conducted under this contract. Provider statements are due and payable upon receipt, and shall be paid in full within thirty (30) days of the statement date.
- 4.4 Provider reserves the right to cease work if a statement remains outstanding for more than one hundred twenty (60) days.
- 4.5 Client is obligated only to make payments under the agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during such municipality's current budget year or (b) funds made available from any lawfully operated revenue-producing source.
- 4.6 Original Invoices shall be sent to the Client's Director of Finance.
- 4.7 Payment can be either by check or automated bank draft.
- 4.8 Any expenses beyond those specifically identified in this Exhibit will be agreed to in advance by both parties.

5. Term and Termination

- 5.1 The term of this Agreement begins on above signed date and unless properly terminated by either party, this Agreement will remain in effect for twenty four months or until terminated under the conditions outlined in section 3 of the Master Services Agreement. This agreement may be extended through an addendum.

5.2 The terms of this Agreement shall be binding upon the parties hereto until all tasks authorized under this Agreement have been delivered and accepted by Client and all payments required to be made to the Provider have been made; but, this Agreement may be terminated under any or all of the following conditions.

5.2.1 By mutual agreement and consent of the parties hereto.

5.2.2 By the Client as a consequence of the failure of the Provider to comply with the terms, or quality of work in a satisfactory manner, proper allowance being made for circumstances beyond the control of the Provider. Client must give Provider thirty (30) days written notice of intent to terminate Agreement with cause. Provider will have thirty (30) days to remedy failures, if failures are not remedied to the satisfaction of the Client then Agreement shall be terminated.

5.2.3 By satisfactory completion of all services and obligations conducted under this Agreement.

5.2.4 By the Client, giving thirty (30) days notice to the Provider in writing and paying fees due for completed work.

5.2.5 By the Provider, giving thirty (30) days notice to the Client in writing and submitting work completed up to the date of the notice.

5.2.6 Should the Client desire to suspend the work, but not definitely terminate the agreement, this may be done by thirty (30) days' notice given by the Client in writing to that effect. The work may be reinstated and resumed in full force at a mutually agreed date upon receipt from the Client of thirty (30) days' notice in writing to that effect. Payments to Provider will not be due for activity performed during work suspension.

6. Compliance With Laws And Ordinances

The Provider hereby agrees to comply with all Federal, State and Local laws and ordinances applicable to the work or services under this agreement.

IN WITNESS WHEREOF the parties have entered into this Master Services Agreement, which is effective as of the Effective Date, as of the date first set forth

above.

<u>Provider</u> GE Warren Associates By: _____ Printed Name: Title:	<u>Client</u> City of Pittsburg, KS By: _____ Printed Name: Title:
---	--

INTEROFFICE MEMORANDUM

To: DARON HALL
CITY MANAGER

From: QUENTIN HOLMES
DIRECTOR OF COMMUNITY DEVELOPMENT & HOUSING

CC: TAMMY NAGEL
CITY CLERK

Date: March 13, 2019

Subject: Agenda Item – March 16, 2019
Downtown Advisory Board Appointment

As of January 21, 2019, the Downtown Advisory Board has a vacancy on the board. In order to maintain the appropriate composition outlined in the Downtown Advisory Board ordinance, the applicant should fulfill one of the following categories: Property Owner, Hospitality Industry, or Downtown Resident.

Below are the names of the applicants that meet the aforementioned requirements:
RuthEllen Simpson (Property Owner)
Sydney Anselmi (Hospitality)

In this regard, would you place an item on the agenda for the City Commission meeting scheduled for Tuesday, March 16, 2019. Action necessary will be the appointment of one member to a term on the Downtown Advisory Board.

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



RECEIVED

MAR 12 2019

Pittsburg City Clerk

City of Pittsburg Downtown Advisory Board

APPLICATION FOR APPOINTMENT

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

Name: Sydney Anselmi

Home Address: 1503 S. Pine Street, Pittsburg, KS 66762

Mailing Address: Same

Occupation: Small business owner

Business Address: 402 N. Broadway, Suite B / 511 N. Broadway

Home Telephone: 417-622-7313

Business Telephone: 620-308-6086

E-mail: sydneyanselmi@gmail.com

Are you a resident of Pittsburg? Yes

If yes, how long have you lived in Pittsburg: 5 years

Current occupation (within last 12 months): Small business owner, previously with Block22.

Business interest in the last 12 months: My husband and I have launched two new businesses in the past 12 months – one is a videography service called Creative124 and the other is a purchase of a downtown Pittsburg business, Audacious Boutique.

Previous Committee/Commission Experience: Committee member of Downtown Advisory Board marketing committee. 2018 Marketing Chairman for Pittsburg Area Young Professionals.

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

resume

Professional and/or community service activities:

resume

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

I have been a passionate supporter of downtown since I moved to the Pittsburgh area. I've served on a number of committees (including the DAB marketing committee) and helped organize several events, including the Meet and Mingle and Small Business Saturday's. I believe my years of professional experience combined with entrepreneurial endeavors could add much value to the group as a member.

Area of Representation (Circle all that could apply):

☒ Hospitality Industry ☒ Retail Industry
☐ Land Owner ☒ At-Large Representation ☒ Resident

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



Signature of Applicant

3-12-19

Date

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

Please return the completed application to:
Tammy Nagel | City Clerk | tammy.nagel@pittks.org

SYDNEY ANSELM

1503 South Pine Street, Pittsburg, KS 66762 | 417-622-7313
sydneyanselmi@gmail.com

EDUCATION

Pittsburg State University Master of Arts, Communication December 2015
Pittsburg State University Bachelor of Science, Communication May 2013

EXPERIENCE

July 2018 – Present, Co-Owner, Creative124

- Full-service videography studio
- Work includes weddings, special events and announcements, as well as corporate video needs
- I manage all the books for the business

July 2017 – April 2019

Director of Community Engagement, Pittsburg State University

- Project lead on a number of economic development initiatives, including economic development contract with the City of Pittsburg, engagement with Great Plains Development Park in Parsons, KS, and a sub-recipient agreement with Kansas' NIST Manufacturing Extension Partner (MAMTC). These agreements account for \$300,000 in revenue to our unit at the university.
- Development and execution of membership programming for new Block22 Foundry co-working and makerspace.
- Building and maintaining partnerships between business, non-profit, and public organizations across the state to enhance entrepreneur resources and programs in the community.
- Led enhanced opportunities for middle school, high school, and university students in entrepreneurship, including after school programming and leading teams at state innovation competitions.
- Organized a number of office initiatives including creation and revisions of position descriptions, unit strategic planning, professional development opportunities, and on-boarding of new employees.
- Executed a number of high-profile events including Kansas Department of Commerce Jumpstart Entrepreneurs Grant and a ceremonial groundbreaking event for the Block22 development for PSU.

February 2016 – June 2017

Small Business Advisor, Pittsburg State University

- Aided in assisting clients receive over \$1.7 million in business financing.
- Managed a portfolio of over 50 clients that included 3 Kansas Small Business Development Center Emerging and Existing Business Award winners.
- Specialized in start-up, marketing and communication consulting.

- Created and presented 10 new and unique programs with focuses on company culture, strategic planning, social media and web design and start-up planning.

RECOGNITION

- Certified as a Gallup Strengths Coach
- Alpha Sigma Alpha Sorority “30 Under 30” January 2018
- 2018 PSU Office of Career Service’s Keynote Speaker – Student Employee of the Year Banquet
- Featured at 2018 Shop.org conference as a podcast panelist for the “Retail Focus Podcast”

VOLUNTEER AND COMMUNITY ENGAGEMENT

- Member of Downtown Pittsburg Kansas marketing committee which has included leading three years of successful Small Business Saturday events for the downtown.
- Elected to 2018 Pittsburg Area Young Professionals board as Public Relations and Marketing Chairman.
- Advisor for two Pittsburg State University student organizations – GorillaCEO and Alpha Sigma Alpha Sorority.
- Member of the Pittsburg Business Education Alliance, which connects high school students with information, resources, and access to career and technical education and local businesses.

Feb 06 19, 11:25a

p.1

RECEIVED

FEB 05 2019

Pittsburg City Clerk



City of Pittsburg Downtown Advisory Board

APPLICATION FOR APPOINTMENT

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

Name: RuthEllen Simpson

Home Address: 637 Windsor Circle, Pittsburg KS

Mailing Address: 637 Windsor Circle, Pittsburg KS

Occupation: Business owner - The Finishing Touch of Pittsburg KS, Inc.

Business Address: 622 N. Broadway (retail) and 808 E. Jefferson
(wholesale)

Home Telephone: 620-249-3193 (cell)

Business Telephone: 620-231-2041

E-mail: simpsonmrs@sbcglobal.net

Are you a resident of Pittsburg? yes

If yes, how long have you lived in Pittsburg: 37 years

Current occupation (within last 12 months) Business owner. Picture framing. I manage the retail store downtown.

Business interest in the last 12 months: The Finishing Touch

Previous Committee/Commission Experience: Downtown Advisory Board
(3 years) Infrastructure committee of DAB (2 years)

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

Attended Baker University, Baldwin City, KS, majoring in communication

Designated a Certified Picture Framer by the Professional Picture Framers Association in 1985 – one of the first 500 in the world

Professional and/or community service activities: Currently, Chamber of Commerce member (offer 2nd-grade tours of my business for schools, many awards through the years, most notable 2015 Small Business of the Year, served on a variety of committees in the past), First United Methodist Church (currently on the mission committee, have served on many different committees on the local, district, and conference level), FCE Unit (past president 3 years and Area Heart of FCE winner), NICU Helping Hands Angel Gown Program volunteer seamstress, Ducks Unlimited Sponsor in Perpetuity member and DUMAC Life Sponsor (various positions in local chapter, district, and state, including state trustee and National Delegate), assist Mirza Shrine Chefs Unit with food truck at the county fair.

Past activities include: Main Street Program (president), every downtown organization since I opened my business in 1981, 4-H parent and leader, PHS Band Boosters (president), USD 250 school volunteer in various programs (most notably chairing Project Graduation two years), Jody Phillips Dance Company volunteer, Fast Pitch volunteer, WesleyHouse volunteer, and a few more that I can't remember.

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

As an owner of a downtown anchor store, I am passionately concerned about the present and the future of the downtown district, while acknowledging the past. I view the area as a living organism that is constantly changing and evolving. Because I sell specialized products, I have retail customers driving up to two hours to shop my offerings. This allows me to interact with non-local people to discover what they like and dislike about Pittsburg.

Having been one of the original members of the DAB, I would like to serve another term to provide continuity to the board as forward actions are taken. Because of my experience, I can provide insight to the new members as to the past processes and why certain actions were previously taken. This should allow the board to move forward more quickly while maintaining the integrity of those decisions.

Area of Representation (Circle all that could apply):

Hospitality Industry

Retail Industry

Land Owner

At-Large Representation

Resident

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


Signature of Applicant

2/5/19
Date

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

240-5172

Due Date: February 15, 2019

Please return the completed application to:
Tammy Nagel | City Clerk | tammy.nagel@pittks.org

INTEROFFICE MEMORANDUM

To: DARON HALL
CITY MANAGER

From: QUENTIN HOLMES
DIRECTOR OF COMMUNITY DEVELOPMENT & HOUSING

CC: TAMMY NAGEL
CITY CLERK

Date: March 13, 2019

Subject: Agenda Item – March 19, 2019
Pittsburg City Land Bank Board of Trustee Appointment

As of February 11, 2019, the Pittsburg City Land Bank has open position.

The following individuals have applied:

Brad Snow

Chris Forsythe

Josh Lorenz

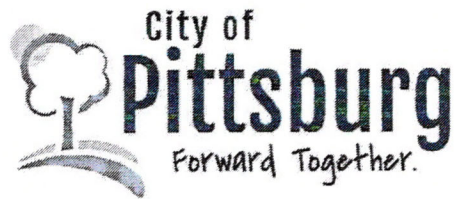
In this regard, would you place an item on the agenda for the City Commission meeting scheduled for Tuesday, March 19, 2019. Action necessary will be the appointment of one member to terms on the Pittsburg City Land Bank.

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

RECEIVED

FEB 19 2019

Pittsburg City Clerk



City of Pittsburg Land Bank

APPLICATION FOR APPOINTMENT

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

Name: Chris Forsythe

Home Address: 15410 S 1413 Rd Newton Mo 64772

Mailing Address: 1504 N Broadway Pittsburg KS 66762

Occupation: Insurance Agent/Owner

Business Address: 1504 N Broadway Pittsburg KS 66762

Home Telephone: 417 321 5079

Business Telephone: 620 231 6460

E-mail: Chris@Chris-forsythe.com

Are you a resident of Pittsburg? No

If yes, how long have you lived in Pittsburg: _____

Current occupation (within last 12 months)

Insurance Agent

Business interest in the last 12 months:

Insurance

Previous Committee/Commission Experience:

Greene Co Parks and Recreation Board President
Lions Club Board member

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

Business Management Degree (see Resume)

Professional and/or community service activities:

Rotary Club, Lions Club International
Lead member of a 2nd Story Projecthouse for my Church

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

I am looking for opportunities to get involved in this
community. I have experience in buying/selling properties.

Area of Representation (Circle all that could apply):

USD250 Real Estate Construction
Crawford County Legal Financial At-Large

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

[Signature]
Signature of Applicant

2/19/19
Date

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

Due Date: March 1, 2019

Please return the completed application to:
Tammy Nagel | City Clerk | tammy.nagel@pittks.org

CHRIS FORSYTHE

chris@chrisforsythe.com

15410 S 1413 RD
Nevada MO 64772
(417)-321-5079

SUMMARY OF QUALIFICATIONS

Experienced and motivated entrepreneur. Insurance Agency owner, as well as a commercial/ residential property investor. Key qualities include:

- Six Sigma trained
- Proactive with Safety Awareness (OSHA)
- Lean Manufacturing
- Cross functional Teamwork
- Mentor
- Property/Casualty Insurance Licensed
- Life licensed agent
- Commercial/ residential property investments

PROFESSIONAL EXPERIENCE

6/15/2017- Present- **Chris Forsythe Agency LLC- Pittsburg KS 66762**

Insurance Agent/ Owner- Farmers Insurance Agent. In charge of daily operations of Insurance agency that was founded in 1947, with KS, MO, OK, and NV accounts.

- Commercial
- Residential
- Life Insurance

11/1/10-6/15/2017 -**Manufacturing Production Supervisor-Classic Makers
3M Nevada MO, Commercial Graphics Division**

Department safety compliance, monthly crew meetings, 60 employee performance appraisals, safety/housekeeping audits, ordering, ensuring compliance to product/process standards, and attendance control. Currently in charge of 60 direct reports, with a yearly payroll of over \$3.5 Million. Included are the responsibility of giving direction to the Department Trainer, Specialist, and 4 Group-Leaders. Projects and accomplishments include:

- Implemented Downtime Oven Cleaning Reduction- Project saved \$69,664 in machine downtime
- Six Sigma Control Plan implemented to track of Solution pump rebuilding rotation project- prevents run to failure on Maker pumps

- Mentoring Department Group-Leaders- Provide coaching and career building opportunities for Group-Leaders
- Sponsor to Department "Employee Lead Safety-Team"- have developed group and continue to be support. Over 7 Safety Projects complete for 2013. Projects improved operator ergonomics, fall prevention, and over \$150,000 in projected savings.
- On-Call Reduction Project- Projected Overtime Savings \$2,240yr
- Acrylic Monomer PPE and Exposure Reduction project- Reduced the amount of PPE required for an operator to wear during TUV runs from Tychem suites, facesheilds, chemical resistant boots, and nitrile gloves to nitrile gloves. This impacts employee safety and a reduction of over \$4,500 per year in PPE and disposal savings. Article being published in 3M Safety and IH Newsletter.

4/09-11/10-Team-Leader (Analyst)-Supply Chain, 3M Nevada MO, Commercial Graphics Division- Planner "Y" Product Line. Entering, allocating, scheduling customer/ branch orders, working closely with the CSR group, as well as Inventory Management and expedite requests. Managed over \$1,000,000 in inventory. Projects included:

- "Nevada CTO Jumbo Inventory Umbrella"-Project
Utilized Parameter Management Tools to Optimize Inventory Levels
Actual Cash savings was \$1,046,623
- "Rainbowing 180 Colors off of Adhesive Coat"-Project
Benefits of this project include-increased yield/rate on the Makers
- Member of the "Drop Ship" program- Improved Customer Service by providing "Same Day" service to customers

EDUCATION

8/07-2/10 Ashworth College, Norcross Georgia
Associates Degree in Business Management
Graduated with Honors

8/94-5/97 El Dorado Springs HS-El Dorado Springs MO
Attended the Nevada, MO. VO-Tech Automotive Technology class

Clubs/ Activities

Rotary Club- Pittsburg KS
Lion's Club International of Nevada MO (Past Board Member)
Active Church member- Life Walk (Active in the 2nd Story home project, as well as Big Serve Community Projects)

Lion of the Year in 2015-2016



RECEIVED

FEB 25 2019

Pittsburg City Clerk

City of Pittsburg Land Bank

APPLICATION FOR APPOINTMENT

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

Name: Josh Lorenz

Home Address: 914 S. Catalpa, Pittsburg

Mailing Address: " "

Occupation: Project Superintendent for Crossland Construction

Business Address: 833 SE Ave Columbus, KS 66725 (crossland office)

Home Telephone: 620-687-3778

Business Telephone: " "

E-mail: jlorenz@Crossland.com

Are you a resident of Pittsburg? yes

If yes, how long have you lived in Pittsburg: 28yrs

Current occupation (within last 12 months)

See above

Business interest in the last 12 months:

I have completed 5 of the 7 projects of the current USD250 bond program. I have not purchased any land or property in the last 12 months.

Previous Committee/Commission Experience:

N/A

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

Pittsburg State University, Construction Management
Crossland Construction 12 yrs employment

Professional and/or community service activities:

N/A

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

I would like to use my construction expertise to benefit my home town.

Area of Representation (Circle all that could apply):

USD250

Real Estate

Construction

Crawford County

Legal

Financial

At-Large

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

Josh Loney

Signature of Applicant

2-17-19

Date

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

Due Date: March 1, 2019

Please return the completed application to:
Tammy Nagel | City Clerk | tammy.nagel@pittks.org



RECEIVED

FEB 18 2019

Pittsburg City Clerk

City of Pittsburgh Land Bank

APPLICATION FOR APPOINTMENT

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

Name:

Brad Snow

Home Address:

404 Windsor Court

Mailing Address:

SAME

Occupation:

President - All Aboard Foundation

Business Address:

315 W. 3rd

Home Telephone: _____

Business Telephone: 620-231-2230

E-mail: bsnow@watco.companies.com

Are you a resident of Pittsburgh? yes

If yes, how long have you lived in Pittsburgh: 38 years

Current occupation (within last 12 months)

See above

Business interest in the last 12 months:

Previous Committee/Commission Experience:

Downtown Advisory Board, Farmers Market Board

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

BSED - Pittsburg State University

Professional and/or community service activities:

Community in Schools - Leadership Council, Big Brothers Big Sister Board
St. Mary's College Booster Club, Our Lady of Loretto Council

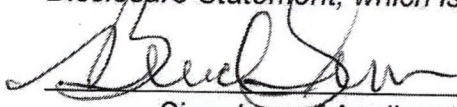
Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute:

I would like to see the progress continue of cleaning up
of bad houses and doing something with the land

Area of Representation (Circle all that could apply):

USD250 Real Estate Construction
Crawford County Legal Financial At-Large

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


Signature of Applicant

2/15/19
Date

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

Due Date: March 1, 2019

Please return the completed application to:
Tammy Nagel | City Clerk | tammy.nagel@pittks.org

City of Pittsburg, Kansas
2018 Budget Recap
As of February 28, 2019
(16.67% of Fiscal Year has passed)

Budgeted Funds	Un-Encumbered Cash Balance 1/1/2019	Revenues (1)			Expenditures			Y-T-D Net	Un-Encumbered Cash Balance 2/28/2019
		Adopted Budget 2019	Y-T-D Revenues 2/28/2019	Percent Received	Adopted Budget 2019	Y-T-D Expenses 2/28/2019	Percent Used		
General Fund	\$ 5,023,327	\$ 24,221,061	\$ 5,907,365	24.39%	\$ 23,584,529	\$ 4,181,293	17.73%	\$ 1,726,072	\$ 6,749,399
Public Library	254,400	895,099	457,317	51.09%	908,332	131,077	14.43%	326,240	580,640
Public Library Annuity	169,708	900	520	57.81%	-	-	0.00%	520	170,228
Special Alcohol & Drug	64,481	100,000	-	0.00%	130,000	49,436	38.03%	(49,436)	15,045
Special Parks & Recreation	-	100,000	-	0.00%	100,000	-	0.00%	-	-
Street & Highway	193,472	1,033,850	213,963	20.70%	1,056,382	163,966	15.52%	49,996	243,468
Street & Highway Sales Tax	1,179,131	2,158,993	372,226	17.24%	2,285,600	154,222	6.75%	218,004	1,397,135
Section 8 Housing	6,872	1,492,150	269,890	18.09%	1,492,150	254,250	17.04%	15,640	22,512
Revolving Loan Fund	2,333,077	1,327,491	259,576	19.55%	533,767	190,835	35.75%	68,741	2,401,818
Debt Service	683,818	3,739,484	1,395,081	37.31%	3,552,495	443,553	12.49%	951,529	1,635,347
Public Utilities	2,930,924	8,111,022	1,355,462	16.71%	8,423,584	2,115,157	25.11%	(759,695)	2,171,229
Stormwater	625,919	836,864	146,017	17.45%	963,416	74,382	7.72%	71,635	697,554
Totals	\$ 13,465,129	\$ 44,016,914	\$ 10,377,417	23.58%	\$ 43,030,255	\$ 7,758,171	18.03%	\$ 2,619,246	\$ 16,084,375

Notable Items:

*Sales Tax collections are up 3.8% compared to same period in 2018

*Franchise taxes collections are **down 20.5%** compared to same period in 2018 due to electric merger credits

*Gaming Revenue is up 5.4% compared to same period in 2018