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CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, March 10, 2020
5:30 PM

CALL TO ORDER BY THE MAYOR:

- a. Flag Salute Led by the Mayor
- b. Public Input
- c. Kansas Department of Transportation Law Enforcement Liaison Daniel Kiser, will present the Pittsburg Police Department with the AAA Safe Driving Award.

CONSENT AGENDA:

- a. Approval of the February 25, 2020, City Commission Meeting minutes.
- b. Approval of Police Department staff request to waive the City bid policy for capital purchases in order to purchase two (2) 2020 Dodge Durango police package SUV's for a total purchase price of \$60,559.44 utilizing the State of Kansas vehicle purchasing contract as a governmental sub-unit.
- c. Approval of the application submitted by Bryan Hanson for a Dance Hall License valid only on March 14th, 2020, for McCarthy's Pub, located at 221 East 3rd Street, and authorize the City Clerk to issue the license.
- d. Approval of staff recommendation to award the bid for the provision of asphalt concrete material for the 2020 City Sales Tax Street Program and Crawford County, Kansas, consisting of an estimated combined total of 17,500 tons of asphaltic concrete base and surface mix to the lone bidder, Heckert Construction Co., Inc., of Pittsburg, based on their bids of: \$62.69 per ton SM9.5 (Virgin Mix) Asphalt; \$61.05 per ton SM12.5 (Virgin Mix) Asphalt; \$59.44 per ton SM19A (Virgin Mix) Asphalt; and Delivery Charge of \$3.20 per ton and, if approved, authorize the Mayor and City Clerk to execute the contract documents on behalf of the City of Pittsburg once prepared.
- e. Approval of staff request to purchase a Case Compact Wheel Loader for the Public Utilities Street Division in the total amount of \$100,338.32 and to enter into a five-year lease/purchase agreement with US Bank, of Pittsburg, Kansas, based on an interest rate of 1.87% and annual payments in the amount of \$20,818.07 and, if approved, authorize the Mayor to sign the lease/purchase agreement once prepared.
- f. Approval of the Appropriation Ordinance for the period ending March 10, 2020, subject to the release of HUD expenditures when funds are received.

ROLL CALL VOTE.

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, March 10, 2020
5:30 PM

SPECIAL PRESENTATION:

- a. SILVERBACK LANDING IMPROVEMENTS - Information will be provided regarding the Silverback Landing Subdivision Improvements Project.

CONSIDER THE FOLLOWING:

- a. DEVELOPMENT AGREEMENT - PAYTON'S HAMLET - Consider entering into a Development Agreement with Shane R. Kannarr for the Payton's Hamlet Rural Housing Incentive District. **Approve or disapprove the Development Agreement and, if approved, authorize the Mayor to sign the Agreement on behalf of the City.**
- b. SHORT FORM PLAT - PAYTON'S HAMLET - Consider the recommendation of the Planning Commission/Board of Zoning Appeals to approve the Short Form Plat submitted by Rod Zinn, of Cornerstone Regional Surveying, LLC, on behalf of Shane and Amy Kannarr, for the platting of the property located at the North end of the existing Deer Run Lane. **Approve or disapprove the recommendation and, if approved, authorize the Mayor and City Clerk to sign the plat on behalf of the City.**
- c. ORDINANCE NO. G-1311 - Consider approval of Ordinance No. G-1311, amending Section 78-73 of the Pittsburg City Code to remove the designation of Quincy Street from the east city limits to the west city limits as a through street and to designate and establish Quincy Street from the east city limits to the west city limits in the City of Pittsburg, Kansas, as a main trafficway. **Approve or disapprove of Ordinance No. G-1311 and, if approve, authorize the Mayor to sign the Ordinance on behalf of the City.**

NON-AGENDA REPORTS & REQUESTS:

- a. BI-MONTHLY BUDGET REVIEW - Director of Finance Jamie Clarkson will provide the February 29, 2020, bi-monthly budget review. **Receive for file.**

ADJOURNMENT

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
February 25th, 2020

A Regular Session of the Board of Commissioners was held at 5:30 p.m. on Tuesday, February 25th, 2020, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor Dawn McNay presiding and the following members present: Cheryl Brooks, Larry Fields, and Chuck Munsell. Commissioner Patrick O'Bryan participated by phone.

Mayor McNay led the flag salute.

PUBLIC INPUT –

INVOCATION – Fr. Jerome Spexarth, on behalf of Our Lady of Lourdes, provided an invocation.

APPROPRIATION ORDINANCE - William Strenth, 1515 Hampton Road, urged the Governing Body to not approve the \$120,000 payment to P&L Development, included on the Appropriation Ordinance, for the construction of streets in the Silverback Landing Addition, as he believes the streets were not constructed according to the specifications.

APPROVAL OF MINUTES – On motion of O'Bryan, seconded by Munsell, the Governing Body approved the February 11th, 2020, City Commission Meeting minutes as presented. Motion carried.

FARM LAND LEASE – BIANCARELLI – On motion of O'Bryan, seconded by Munsell, the Governing Body approved the Farm Lease between the City of Pittsburg and Mr. Kenneth Biancarelli for the lease of the tillable and grass land in Tracts 3, 4, 5, 5A, and 7 located at the Atkinson Municipal Airport for a term of one year beginning March 1, 2020, and ending February 28, 2021, in the amount of \$10,835.00, and authorized the Mayor to sign the lease. Motion carried.

RIGGS CHIROPRACTIC REQUEST – On motion of O'Bryan, seconded by Munsell, the Governing Body approved the request of Consider the request of Drs. Tyler and Kayla Riggs to change the name of the recipient of the Economic Development Advisory Committee (EDAC) funding approved by the Pittsburg City Commission on November 26th, 2019, for the rehabilitation of the property at 4th Street and the Highway 69 Bypass from Riggs Chiropractic to TKR Management, LLC, and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried.

AIRPORT ADVISORY COMMITTEE APPOINTMENTS – On motion of Munsell, seconded by Brooks, the Governing Body approved staff recommendation to appoint Joshua Luken (airport user) and Darrell Pulliam (non-airport user) to serve first terms as members of the Airport Advisory Committee effective immediately and to conclude on December 31, 2022. Motion carried.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
February 25th, 2020

APPROPRIATION ORDINANCE – On motion of Fields, seconded by McNay, the Governing Body approved the Appropriation Ordinance for the period ending February 25, 2020, subject to the release of HUD expenditures when funds are received. Motion carried.

PUBLIC HEARING – PROPERTY TAX ABATEMENT – RALLISON, LP – Following Public Hearing, on motion of Fields, seconded by Brooks, the Governing Body approved the request of Rallison, LP, for a six-year tax exemption and directed the preparation of the necessary Ordinance. Motion carried.

ACTIVE TRANSPORTATION ADVISORY BOARD APPOINTMENTS – On motion of Munsell, seconded by Fields, the Governing Body appointed Reno Cecora to serve as the representative for the Northeast quadrant of Pittsburg filling an unexpired term through December 31, 2022, and Erin Fletcher to serve as the disability advocate filling an unexpired term through December 31, 2020, as members of the Active Transportation Advisory Board. Motion carried.

CHANGE ORDER AND FINAL PAYMENT - 716 NORTH BROADWAY DEMOLITION – On motion of Fields, seconded by O'Bryan, the Governing Body approved Change Order No. 1 reflecting an increase of \$1,500.00 and final payment of the new contract amount of \$40,000.00 to JRB Industries, Inc. of Parsons, Kansas, for the demolition of the structure located at 716 North Broadway. Motion carried.

CHANGE ORDER AND FINAL PAYMENT - CENTENNIAL AND ROUSE TRAFFIC SIGNAL MODIFICATION PROJECT – On motion of Fields, seconded by McNay, the Governing Body approved Change Order No. 1 reflecting a deduct of \$908.20, making a new contract construction amount of \$81,777.50, and final payment in the amount of \$14,032.24 to CDL Electric Company, Inc., of Pittsburg, Kansas, for the Centennial and Rouse Traffic Signal Modification Project. Motion carried.

ORDINANCE NO. G-1310 – On motion of Brooks, seconded by Fields, the Governing Body adopted Ordinance No. G-1310, amending Section 82-32 of the Pittsburg City Code to delete the current subsection (f) which exempts the imposition of an administrative charge and fee for an industry or institution whose normal procedure for payment exceeds the time limit for original due date; and create a new subsection (f) to provide that accounts with unpaid balances shall be forwarded to the State of Kansas for collection in accordance with K.S.A. 75-6201, et seq, and authorized the Mayor to sign the Ordinance on behalf of the City. Motion carried.

LAND USE PLAN – On motion of O'Bryan, seconded by Fields, the Governing Body adopted the Land Use Plan prepared for the City by Ochsner Hare and Hare (the Olsson Studio). Motion carried.

Commissioner Munsell suggested the City use the reactive approach in regard to the Land Use Plan.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
February 25th, 2020

NETWORK AND SWITCHING UPDATE - On motion of Fields, seconded by Munsell, the Governing Body authorized staff to purchase network and switching upgrades from ConvergeOne to include hardware, software licensing, and installation, and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried.

NETWORK AND SWITCHING FINANCING – On motion of O'Bryan, seconded by Brooks, the Governing Body authorized staff to enter into a four-year lease/purchase agreement with US Bank, of Pittsburg, Kansas, for financing associated with the purchase of information technology network equipment, software licensing and installation services, with an interest rate of 1.851%, and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried.

NON-AGENDA REPORTS & REQUESTS:

STREET UPDATE – Director of Public Utilities Matt Bacon provided an update on the condition of the City streets and the continuing efforts to repair them. It was noted that a City Commission Study Session will be held in March to discuss City streets in detail.

FARM SHOW – City Manager Daron Hall announced that the 2020 Farm Show will be held on the Pittsburg State University campus.

POLAR PLUNGE – City Manager Daron Hall announced that the 2020 Polar Plunge was a huge success. State Director of the Special Olympics and Pittsburg Police Lieutenant Chris Moore stated that the 2020 Polar Plunge, consisting of 25 teams and 150 participants, raised in excess of \$35,000 for Special Olympics.

IMAGINE PITTSBURG 2030 (IP 2030) EVENT – Public Information Manager Sarah Runyon announced that an Imagine Pittsburg 2030 Community Conversation will be held from 6:00 p.m. until 7:30 p.m. on Thursday, February 27th, 2020, at the Butler's Quarters facility, located at 513 North Broadway.

SILVERBACK PUBLIC INPUT – Mayor McNay asked City Manager Daron Hall how he would like to respond to the Public Input regarding the roads in Silverback. City Manager Hall indicated that Olsson and Associates, the firm used for the Silverback project street inspections, will be invited to attend the next City Commission meeting to provide information regarding the construction of the streets.

ELECTRIC UTILITY STUDY SESSION – City Manager Daron Hall announced that a Study Session will be held in April regarding the City's potential creation of an electric utility.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
February 25th, 2020

EXECUTIVE SESSION – Commissioner Brooks moved to recess into a thirty-minute Executive Session regarding non-elected personnel. Commissioner Munsell seconded the motion. City Attorney Henry Menghini stated that the motion would not suffice for purposes of the Kansas Open Meetings Act. Commissioners Munsell and Brooks voted in favor of the motion to recess into Executive Session, while Commissioners Fields and McNay voted in opposition of the motion. The motion failed. City Attorney Menghini offered to assist Commissioner Brooks with wording that would meet the State criteria for an Executive Session that could be included on the next City Commission Meeting agenda.

GOVERNING BODY HANDBOOK – Commissioner Munsell noted that the Governing Body Handbook is currently being updated by the League of Kansas Municipalities and will be available soon.

ADJOURNMENT: On motion on Fields, seconded by McNay, the Governing Body adjourned the meeting at 6:52 p.m. Motion carried.

Dawn McNay, Mayor

ATTEST:

Tammy Nagel, City Clerk



BRENT NARGES
Chief of Police

PITTSBURG

POLICE DEPARTMENT

Beard-Shanks Law Enforcement Center

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

To: City Manager Daron Hall
Chief Brent Narges

From: Major Tim Tompkins

Date: March 4, 2020

Subject: Department Fleet Vehicle Purchase

For FY2020, the police department is scheduled to replace two unmarked SUV's from the fleet. Those vehicles are assigned to the Deputy Chief of Patrol and Deputy Chief of Administration. The vehicles due for replacement are a 2015 and 2016 Ford Explorer. These vehicles will be transferred to other departments within the police department to replace a 2007 Ford Explorer currently used by our Family Response Advocates and a 2013 Ford Explorer assigned to the Administrative Division.

As with our past fleet purchases, the police department is requesting permission to waive the City Bid process to purchase the vehicles directly from the State of Kansas purchasing contract.

Following is a summation of our purchase request:

Two (2) Dodge Durango Police Package SUV's for the purchase price of \$30,279.72 each, for a total purchase price of \$60,559.44.

The current State contract for Dodge Durango SUV's is held by Davis-Moore, Inc., of Wichita, Kansas. Davis-Moore is the current vendor holding the State contracts for police package vehicles.

Should you have any questions concerning the fleet vehicle purchases, please contact me at your convenience. I will also be in attendance at the City Commission meeting should Commissioners have any questions concerning our request.

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Director of Public Utilities

DATE: March 3, 2020

SUBJECT: Agenda Item – March 10, 2020
Disposition of Bids
2020 Sales Tax Program Asphalt Material

Bids were received on Tuesday, March 3rd, 2020, for the provision of asphaltic concrete materials for the 2020 City Sales Tax Street Program and the Crawford County Engineer's Office consisting of an estimated combined total of 17,750 tons of asphaltic concrete base and surface mix. Notices were sent to eight (8) suppliers as well as published in the newspaper and posted to the City's website, but only one (1) bid was received.

After reviewing the bids received, staff is recommending that the bid be awarded to the lone bidder, Heckert Construction Co., Inc., of Pittsburg (see attached bid tabulation). Please place this item on the agenda for the City Commission Meeting scheduled for Tuesday, March 10th, 2020. Action necessary will be approval or disapproval of the recommendation to award the bid to the lone bidder and, if approved, authorize the Mayor and City Clerk to sign the contract documents once prepared.

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

Attachment: Bid Tabulation



The City of Pittsburg and Crawford County, Kansas
2020 Sales Tax Street Program Asphalt Material
Tuesday, March 3, 2020 -- 2:00 p.m.

Name and Address of Bidder	SM9.5 Asphalt (Per Ton) Virgin Mix & Less \$ For (RAP)	SM12.5 Asphalt (Per Ton) Virgin Mix & Less \$ For (RAP)	SM19A Asphalt (Per Ton) Virgin Mix & Less \$ For (RAP)	Driving Distance (Plant to 4 th & US69)	Minimum Tonnage For Start- Up/Start- Up Charge	Delivery Charge to City of Pittsburg
Heckert Construction Co., Inc. 746 E 520 th Ave Pittsburg, Kansas 66762	VM \$62.69	VM \$61.05	VM \$59.44	5 miles Pittsburg	75 tons	\$3.50
	Less \$ 2.95	Less \$ 2.95	Less \$ 2.95		\$475.00	
	VM \$	VM \$	VM \$			
	Less \$	Less \$	Less \$			
	VM \$	VM \$	VM \$			
	Less \$	Less \$	Less \$			
	VM \$	VM \$	VM \$			
	Less \$	Less \$	Less \$			
2019 Bids Heckert Construction Co., Inc.	VM \$62.25	VM \$60.52	VM \$58.82		75 tons	\$3.20
	Less \$ 2.95	Less \$ 2.95	Less \$2.95		\$475.00	

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Director of Public Utilities

DATE: March 3, 2020

SUBJECT: Agenda Item – March 10, 2020
Equipment Leasing – Case Compact Wheel Loader

The City of Pittsburg recently placed an advertisement in the newspaper and sent out RFQ's to seek quotes from financial institutions for the financing of a Case Compact Wheel Loader for the Public Utilities Street Division. The specifics of the purchase are as follows:

- Total Contract Price of \$100,338.32
 - 74 Horsepower Tier 4 Final Certified Diesel Engine with Block Heater.
 - 2-Speed Hydrostatic Transmission with High Speed Travel and Creep Speed.
 - Limited Slip Differentials Front and Rear.
 - Z Bar Loader Linkage with Skid Steer Compatible Coupler.
 - Auto Ride Control.
 - Auxiliary Hydraulics to front.
 - Secondary Auxiliary with High Flow Hydraulics.
 - Front Electrical Socket.
 - 1.5 Cu. Yd. Werk Brau Heavy Duty Loader Bucket with Bolt-on-Edge and Skid Steer Compatible Mounting.
 - 1.5 Cu. Yd. 4-N-1 Werk Brau Clam Shell Loader Bucket with Bolt-on-Edge and Skid Steer Compatible Mounting.
 - ROPS Cab with Heater, Air-Conditioning, Air Suspension Seat, and Radio.
 - 365/80 R20 SPT L2 Tires and Wheels.
 - Light Package.
 - Rotating Beacon.
 - Reversing Alarm.
 - Standard Counterweight and all Standard Equipment.

MEMO TO: DARON HALL
MARCH 3, 2020
PAGE TWO

- Quotes shall include these lease options:
 - 5-year lease / purchase
 - 5 annual payments, first at delivery of equipment
- Quotes shall include the annual payment amount, payment schedule, and interest rate.
- Quotes shall include the bidders lease purchase agreement which will be subject to the provisions of KSA 10-1116b and KSA 10-1116c and the City of Pittsburg's purchasing policy.
- All quotes shall be viable for a minimum of 30-days from submission.

RFP's were to be submitted by 2 pm, March 3rd, 2020.

Staff has evaluated the quotes received and is requesting Governing Body approval to purchase the equipment in the amount of \$100,338.32 and to enter into a five-year lease/purchase agreement with US Bank, of Pittsburg, based on their percentage rate of 1.87% and low annual payments of \$20,818.07. Funding for this equipment will come from Sales Tax Capital Outlay.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, March 10th, 2020. Action necessary will be approval or disapproval of the equipment leasing proposal submitted by US Bank and, if approved, authorize the Mayor to sign the necessary lease/purchase agreement once prepared.

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

Attached: Bid Tabulation



**Acknowledgement of Quotes Received
Purchase of Case Compact Wheel Loader
Public Utilities Street Division
Tuesday, March 3rd, 2020 – 2:00 p.m.**

NAME/ADDRESS OF BIDDER	PERCENTAGE RATE
Community National Bank & Trust 401 E Centennial, P.O. Box 1186 Pittsburg, Kansas 66762	2.184% \$20,944.02
GN Bank 1206 South Broadway, P.O. Box 1418 Pittsburg, Kansas 66762	2.18% \$20,943.90
US Bank 306 North Broadway Pittsburg, Kansas 66762	1.87%% \$20,818.07

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 2/19/2020 THRU 3/03/2020

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0321	KP&F	D	2/21/2020			000000		44,401.28
0728	ICMA	D	2/21/2020			000000		590.00
1050	KPERS	D	2/21/2020			000000		41,897.84
4520	ETS CORPORATION	D	3/02/2020			000000		9,548.49
5677	BANK OF AMERICA, INC	D	3/03/2020			000000		1,023.83
5904	TASC	D	2/21/2020			000000		6,369.81
6415	GREAT WEST TANDEM KPERS 457	D	2/21/2020			000000		4,744.83
6952	ADP INC	D	2/27/2020			000000		2,921.30
7290	DELTA DENTAL OF KANSAS INC	D	2/21/2020			000000		2,191.00
7290	DELTA DENTAL OF KANSAS INC	D	2/28/2020			000000		1,951.60
7877	TRUSTMARK HEALTH BENEFITS INC	D	2/20/2020			000000		20,063.76
7877	TRUSTMARK HEALTH BENEFITS INC	D	2/27/2020			000000		17,277.79
8051	AFLAC GROUP INSURANCE	D	2/20/2020			000000		2,910.78
2004	AIRE-MASTER OF AMERICA, INC.	E	2/24/2020			007381		17.22
6740	ED M FELD EQUIPMENT COMPANY, I	E	2/24/2020			007382		236.85
7791	C4 HOLDINGS LLC	E	2/24/2020			007383		324.00
0046	ETTINGERS OFFICE SUPPLY	E	2/24/2020			007384		772.01
0054	JOPLIN SUPPLY COMPANY	E	2/24/2020			007385		5,051.28
0055	JOHN'S SPORT CENTER, INC.	E	2/24/2020			007386		3,220.92
0105	PITTSBURG AUTOMOTIVE	E	2/24/2020			007387		694.08
0112	MARRONES INC	E	2/24/2020			007388		420.50
0116	DANIEL E BRADEN	E	2/24/2020			007389		225.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0117	GATEHOUSE MEDIA KANSAS HOLDING	E	2/24/2020			007390		113.55
0142	HECKERT CONSTRUCTION CO INC	E	2/24/2020			007391		908.75
0181	INGRAM LIBRARY SERVICES	E	2/24/2020			007392		24.56
0199	KIRKLAND WELDING SUPPLIES	E	2/24/2020			007393		185.00
0202	CLIFF HIX ENGINEERING INC	E	2/24/2020			007394		7.00
0207	PEPSI-COLA BOTTLING CO OF PITT	E	2/24/2020			007395		94.50
0276	JOE SMITH COMPANY, INC.	E	2/24/2020			007396		45.14
0292	UNIFIRST CORPORATION	E	2/24/2020			007397		59.00
0294	COPY PRODUCTS, INC.	E	2/24/2020			007398		1,746.75
0455	LARRY BARRETT BODY * FRAME * T	E	2/24/2020			007399		2,249.49
0577	KANSAS GAS SERVICE	E	2/24/2020			007400		11,529.34
0659	PAYNES INC	E	2/24/2020			007401		521.36
0661	SAFETY-KLEEN SYSTEMS INC	E	2/24/2020			007402		80.00
0746	CDL ELECTRIC COMPANY INC	E	2/24/2020			007403		3,450.08
0788	SCHREIBER LLC	E	2/24/2020			007404		45.50
0823	TOUCHTON ELECTRIC INC	E	2/24/2020			007405		1,560.50
1478	KANSASLAND TIRE #1828	E	2/24/2020			007406		216.46
1792	B&L WATERWORKS SUPPLY, LLC	E	2/24/2020			007407		696.34
2005	GALLS PARENT HOLDINGS, LLC	E	2/24/2020			007408		46.48
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	2/24/2020			007409		265.96
2825	STATE OF KANSAS	E	2/24/2020			007410		461.62
2921	DATAPROSE LLC	E	2/24/2020			007411		4,244.56

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 2/19/2020 THRU 3/03/2020

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3192	MUNICIPAL CODE CORP	E	2/24/2020			007412		387.20
4307	HENRY KRAFT, INC.	E	2/24/2020			007413		68.82
4354	LIFESTYLE LEASING INC	E	2/24/2020			007414		1,935.00
4698	GATEHOUSE MEDIA KANSAS HOLDING	E	2/24/2020			007415		187.04
5014	MID-AMERICA SANITATION INC.	E	2/24/2020			007416		60.00
5855	SHRED-IT US JV LLC	E	2/24/2020			007417		105.83
6595	AMAZON.COM, INC	E	2/24/2020			007418		32,509.63
6777	DH PACE CO	E	2/24/2020			007419		1,676.00
7038	SIGNET COFFEE ROASTERS	E	2/24/2020			007420		86.25
7655	HW ACQUISITIONS, PA	E	2/24/2020			007421		408.39
7806	CORE & MAIN LP	E	2/24/2020			007422		306.39
7902	J GRAHAM CONSTRUCTION, INC	E	2/24/2020			007423		484.68
7959	ALL ABOARD FOUNDATION	E	2/24/2020			007424		2,485.06
7963	PLAYSCAPE RECREATION	E	2/24/2020			007425		5,679.40
5340	COMMERCE BANK TRUST	E	2/27/2020			007426		24,938.82
0748	CONRAD FIRE EQUIPMENT	E	3/02/2020			007427		426.91
7567	MERIDIAN OIL & EQUIPMENT LLC	E	3/02/2020			007428		863.06
8202	PETROLEUM TRADERS CORPORATION	E	3/02/2020			007429		16,444.88
0038	LEAGUE OF KANSAS MUNICIPALITIE	E	3/02/2020			007430		8,883.69
0046	ETTINGERS OFFICE SUPPLY	E	3/02/2020			007431		182.61
0055	JOHN'S SPORT CENTER, INC.	E	3/02/2020			007432		553.95
0087	FORMS ONE, LLC	E	3/02/2020			007433		280.66

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0101	BUG-A-WAY INC	E	3/02/2020			007434		60.00
0105	PITTSBURG AUTOMOTIVE	E	3/02/2020			007435		2,217.83
0112	MARRONES INC	E	3/02/2020			007436		263.19
0117	GATEHOUSE MEDIA KANSAS HOLDING	E	3/02/2020			007437		125.02
0133	JIM RADELL CONSTRUCTION COMPAN	E	3/02/2020			007438		6,590.00
0181	INGRAM LIBRARY SERVICES	E	3/02/2020			007439		110.40
0207	PEPSI-COLA BOTTLING CO OF PITT	E	3/02/2020			007440		229.50
0276	JOE SMITH COMPANY, INC.	E	3/02/2020			007441		346.92
0335	CUSTOM AWARDS, LLC	E	3/02/2020			007442		587.00
0345	THE VICTOR L PHILLIPS CO	E	3/02/2020			007443		530.30
0409	WISEMAN'S DISCOUNT TIRE INC	E	3/02/2020			007444		41.90
0438	SD&M PLUMBING	E	3/02/2020			007445		660.00
0597	CORNEJO & SONS LLC	E	3/02/2020			007446		1,681.41
0631	TRI-STATE BUILDING & SUPPLY CO	E	3/02/2020			007447		9,360.00
0746	CDL ELECTRIC COMPANY INC	E	3/02/2020			007448		14,032.24
0753	COUNTY OF CRAWFORD	E	3/02/2020			007449		150.00
0823	TOUCHTON ELECTRIC INC	E	3/02/2020			007450		20.00
0866	AVFUEL CORPORATION	E	3/02/2020			007451		17,883.95
1478	KANSASLAND TIRE #1828	E	3/02/2020			007452		71.20
1733	BMI, INC	E	3/02/2020			007453		268.00
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	3/02/2020			007454		844.22
2707	THE LAWNSCAPE COMPANY, INC.	E	3/02/2020			007455		744.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4262	KDHE SRF	E	3/02/2020			007456		168,664.98
4603	KANSAS GOLF AND TURF INC	E	3/02/2020			007457		273.40
4851	CRAWFORD COUNTY EMS	E	3/02/2020			007458		175.00
5275	US LIME COMPANY-ST CLAIR	E	3/02/2020			007459		4,770.79
5519	TOTAL ELECTRONICS CONTRACTING	E	3/02/2020			007460		138.75
6175	HENRY C MENGHINI	E	3/02/2020			007461		525.00
7028	MATTHEW L. FRYE	E	3/02/2020			007462		400.00
7559	MEGAN LYNN MUNGER	E	3/02/2020			007463		159.00
8214	STS OPERATING INC.	E	3/02/2020			007464		1,024.20
6175	HENRY C MENGHINI	E	3/02/2020			007465		210.00
7286	CELLEBRITE USA INC	R	2/20/2020			186423		3,700.00
1006	COMMUNITY NATIONAL BANK	R	2/20/2020			186424		24,963.47
2876	A-PLUS DRY CLEANERS	R	2/21/2020			186425		467.50
1	ALDABA, EDGAR	R	2/21/2020			186426		250.00
5561	AT&T MOBILITY	R	2/21/2020			186427		131.20
5966	BERRY COMPANIES, INC.	R	2/21/2020			186428		977.91
6152	MARTHA R CAMPBELL	R	2/21/2020			186429		806.90
1616	CITY OF PITTSBURG	R	2/21/2020			186430		100.00
4263	COX COMMUNICATIONS KANSAS LLC	R	2/21/2020			186431		28.89
0497	CRAWFORD COUNTY DISTRICT COURT	R	2/21/2020			186432		36.00
0867	CUMMINS SALES AND SERVICE	R	2/21/2020			186433		13,462.45
1108	EVERGY KANSAS CENTRAL INC	R	2/21/2020			186434		3,499.38

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6923	HUGO'S INDUSTRIAL SUPPLY INC	R	2/21/2020			186435		1,739.80
1	JONES, WILLIE EDWARD	R	2/21/2020			186436		25.00
7414	KANSAS GAS SERVICE (ESG)	R	2/21/2020			186437		90.00
7454	KANSAS POLYGRAPH ASSOCIATION,	R	2/21/2020			186438		25.00
1	LASTER, CORY	R	2/21/2020			186439		4.19
7190	LEXISNEXIS RISK DATA MANAGEMEN	R	2/21/2020			186440		381.92
7938	ROSANO DEL PILAR MENDEZ	R	2/21/2020			186441		25.00
7817	NORTON POWER SYSTEMS INC	R	2/21/2020			186442		5,325.21
8206	PRAXAIR, INC.	R	2/21/2020			186443		2,346.44
8215	US LBM RIDOUT ASSET HOLDINGS,	R	2/21/2020			186444		8,751.36
8182	SCHENKER FAMILY FARMS, INCORPO	R	2/21/2020			186445		16.00
6260	TRANE	R	2/21/2020			186446		695.00
2350	WCA WASTE SYSTEMS INC	R	2/21/2020			186447		1,202.95
7651	K & D'S LIQUORS, LLC	R	2/26/2020			186448		1,062.08
2519	EAGLE BEVERAGE CO INC	R	2/27/2020			186456		3,722.33
8222	BLACK DOG PRODUCTIONS LLC	R	2/28/2020			186457		700.00
1616	CITY OF PITTSBURG	R	2/28/2020			186458		500.00
8217	COMPASS GROUP USA, INC.	R	2/28/2020			186459		639.60
0375	WICHITA WATER CONDITIONING	R	2/28/2020			186460		35.00
8074	DEHN DAVENPORT	R	2/28/2020			186461		100.00
6985	DARRICK DEGRUSON	R	2/28/2020			186462		150.00
1	DILLONS FOOD STORE	R	2/28/2020			186463		35.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 2/19/2020 THRU 3/03/2020

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6717	DUO-SAFETY LADDER CORPORATION	R	2/28/2020			186464		19.35
8224	EVENT SERVICES GROUP, LLC.	R	2/28/2020			186465		1,846.00
1108	EVERGY KANSAS CENTRAL INC	R	2/28/2020			186466		87.73
1	GRANADENO ROSALES, JOSE JULIO	R	2/28/2020			186467		15,701.94
6923	HUGO'S INDUSTRIAL SUPPLY INC	R	2/28/2020			186468		346.97
1	JOHNSON, JAMEY LEE	R	2/28/2020			186469		36.00
1545	JRB INDUSTRIES INC	R	2/28/2020			186470		40,000.00
1	KANSAS ARBORISTS ASSOCIATION	R	2/28/2020			186471		20.00
8083	KENT GREENWOOD PLASTERING CO	R	2/28/2020			186472		5,650.00
7190	LEXISNEXIS RISK DATA MANAGEMEN	R	2/28/2020			186473		381.92
7938	ROSANO DEL PILAR MENDEZ	R	2/28/2020			186474		25.00
5732	NATES LAWN AND LANDSCAPE INC	R	2/28/2020			186475		60.00
1	PHIPPS, SANDRA	R	2/28/2020			186476		206.50
1	PITT STATE AMMT SAW CLUB	R	2/28/2020			186477		194.60
8089	JORAN STOUT-MITCHELL	R	2/28/2020			186478		140.00
5904	TASC	R	2/28/2020			186479		1,188.00
8219	TUNESPEAK LLC	R	2/28/2020			186480		5,848.62
8220	VAL PRODUCTIONS LTD	R	2/28/2020			186481		25,000.00
5589	VERIZON WIRELESS SERVICES, LLC	R	2/28/2020			186482		264.71
7799	SHELLYS CATERING LLC	R	2/28/2020			186483		350.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
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* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	54	173,362.92	0.00	173,362.92
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	13	155,892.31	0.00	155,892.31
EFT:	85	371,626.27	0.00	371,626.27
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: 80144 TOTALS:	152	700,881.50		0.00	700,881.50	
BANK: 80144	TOTALS:	152	700,881.50		0.00	700,881.50	
REPORT TOTALS:		152	700,881.50		0.00	700,881.50	

Passed and approved this 10th day of March, 2020.

Dawn McNay, Mayor

ATTEST:

Tammy Nagel, City Clerk

**DEVELOPMENT AGREEMENT
PAYTON'S HAMLET
RURAL HOUSING INCENTIVE DISTRICT**

THIS DEVELOPMENT AGREEMENT (“**Agreement**”) is entered into effective as of March 10, 2020 (the “**Effective Date**”), by and between the **CITY OF PITTSBURG, KANSAS**, a municipal corporation of the State of Kansas (“**City**”), and **SHANE R. KANNARR**, an individual residing in the City (“**Developer**”). The City and the Developer are each a “**Party**” and collectively the “**Parties**.”

RECITALS

A. Developer has acquired real property located within the boundaries of City and described on *Exhibit A* attached hereto and incorporated herein by reference (the “**Property**”).

B. Developer desires to develop the Property by constructing the “Payton’s Hamlet” residential development and all related internal infrastructure improvements (“**Payton’s Hamlet Development**”), all as more fully described herein.

C. City has determined that the construction of Payton’s Hamlet Development will foster the economic development of City and surrounding area of Crawford County, Kansas.

D. The Parties are authorized to enter into this Agreement and to complete the responsibilities set forth herein with respect to Payton’s Hamlet Development.

AGREEMENT

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

**ARTICLE I
DEFINITIONS AND RULES OF CONSTRUCTION**

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

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

“**City**” means the City of Pittsburg, Kansas.

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

“**Concept Site Plan**” means the site development plan prepared by a licensed professional engineer, or firm thereof, acceptable to City, depicting the conceptual program for construction of the Development Project and the Internal Infrastructure Improvements.

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

“Developer” means Shane R. Kannarr, an individual, or their permitted successors or assigns.

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

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

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

“District” means the Payton’s Hamlet Rural Housing Incentive District to be established pursuant the Rural Housing Incentive District Act and the RHID Ordinance.

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

“Funding Agreement” means the funding agreement between the City and the Developer, dated February 11, 2020, relating to the Developer providing a source of funds to the City to finance costs incurred by the City for legal, financial, planning, inspection, and other services, or for direct out-of-pocket expenses and other reasonable costs resulting from services rendered to the Developer to review, evaluate, process, and inspect the Project and actions related thereto.

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

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

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

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

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

“Property” means the real property (including but not limited to fee interests, leasehold interests, tenant-in-common interests, and such other like or similar interests) on which the Development Project will

be located, more specifically described in **Exhibit A** attached hereto and depicted on **Exhibit B** attached hereto.

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

“RHID Funds” means those amounts paid from the Crawford County Treasurer to the Treasurer of the City pursuant to K.S.A. 12-5250(b)(2)(A) as a result of Payton’s Hamlet Development.

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

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

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

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

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

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

ARTICLE II REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

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

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

(c) ***No Litigation.*** No litigation, proceeding or investigation is pending or, to the knowledge of the Developer, threatened against Payton's Hamlet Development, or the Developer. In addition, no

litigation, proceeding or investigation is pending or, to the knowledge of the Developer, threatened against the Developer seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer, of the terms and provisions of this Agreement.

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

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

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

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

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

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

2.4 Conditions to the Effectiveness of this Agreement. Contemporaneously with or prior to the execution of this Agreement, and as a precondition to the effectiveness of this Agreement, the Developer will submit to the City an executed copy of the Funding Agreement.

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

ARTICLE III RURAL HOUSING INCENTIVE DISTRICT

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

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

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

ARTICLE IV CONSTRUCTION

4.1 Concept Site Plan.

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

(b) Developer will promptly notify City in writing of any proposed Material Changes to the Concept Site Plan at least 30 days prior to the implementation of any such Material Change, including a description of the Material Change and reasons therefore, including any supporting documentation requested by the City. Developer may implement a proposed Material Change to the Concept Site Plan only with the advance written consent of the City.

(c) Developer may make changes which are not Material Changes to the Concept Site Plan or any aspect thereof as site conditions or other issues of feasibility may dictate or as may be necessary or desirable in the sole determination of Developer to enhance the economic viability of the Development Project, with approval from the City’s planning and zoning board.

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

Completion of the Development Project within 5 years of approval of the final site plan or the Developer will be in material breach of this Agreement.

4.3 Development Project Construction.

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

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

4.4 Internal Infrastructure Improvements Construction.

(a) Developer will construct, at its cost, the Internal Infrastructure Improvements in a good and workmanlike manner in accordance with the Plans and Specifications approved by City consistent with the construction of the Development Project so that the Substantial Completion of the Internal Infrastructure Improvements associated with the Development Project will be completed on or before Substantial Completion of the Development Project. If Developer serves as general contractor for the Internal Infrastructure Improvements, Developer will not charge more for such services than a third-party contractor would customarily charge for such services.

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

(c) Developer may enter into one or more construction contracts to compete the Work for the Internal Infrastructure Improvements. Prior to the commencement of construction of the Internal Infrastructure Improvements, Developer will obtain or will require that any such contractor obtain, the insurance required by **Section 6.8** hereof and will deliver evidence of such insurance to City.

(d) Promptly after Substantial Completion of the Work with respect to the Internal Infrastructure Improvements, or a phase thereof, in accordance with the provisions of this Agreement, Developer will furnish to City a Certificate of Substantial Completion in the form attached hereto as **Exhibit D**. The City will, within thirty (30) days following delivery of each Certificate of Substantial Completion, carry out such inspections as it deems necessary to (i) verify reasonable satisfaction with, and the accuracy of, the certifications contained in each Certificate of Substantial Completion, and (ii) verify, in the City's sole discretion, that the Internal Infrastructure Improvements have been constructed to meet or exceed City quality standards and comply with all applicable City code and permitting requirements. Each Certificate of Substantial Completion will be deemed accepted by City unless, prior to the end of such 30-day period after delivery to City of each Certificate of Substantial Completion, City furnishes Developer with specific written objections to the status of the Work, describing such objections and the written

objections to the status of the Work, describing such objections and the measures required to correct such objections in reasonable detail.

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

ARTICLE V FINANCING OBLIGATIONS

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

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

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

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

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

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

5.3 Reimbursement. The City will have 30 calendar days after receipt of any Request for Reimbursement to review and respond by written notice to the Developer. If the submitted documentation demonstrates that: (1) the Request for Reimbursement shows payment of the Eligible Costs; (2) the expense was incurred; (3) the Developer is not in default under this Agreement; and (4) the City has not discovered any fraud on the part of the Developer, then the City will approve the Request for Reimbursement and promptly reimburse the Developer for the Eligible Costs pursuant to the terms of this Agreement if sufficient RHID Funds are available, and quarterly as funds become available in the event that RHID Funds in the City's possession are at that time insufficient. In the event the City does not respond within such 30-day period, the Request for Reimbursement will be deemed approved. If the City disapproves of the Request for Reimbursement, the Parties will meet to resolve any such differences. If a resolution is not

found regarding specific cost(s), the denied cost will not be Eligible Costs unless and until a final order from a court of competent jurisdiction is received by the City requiring the cost to be accepted as an Eligible Cost or other written agreement of the Parties. Reimbursements will cease upon the earlier of (a) such time as the Eligible Costs have been fully reimbursed to Developer, or (b) 25 years after the date of the establishment of the District. The City will have no liability and/or responsibility to Developer for any payment greater than the amounts received from the Crawford County Treasurer pursuant to the provisions of K.S.A. 12-5250(b)(2)(A) as a result of the creation of the District.

5.4 Payment of City Expenses. If the Funding Agreement has not already been entered into between the Developer and the City, then upon execution of this Agreement the Developer and City will enter into a Funding Agreement substantially in the form attached as ***Exhibit G***, requiring the Developer to reimburse the City for City Expenses. All City Expenses paid by the Developer will be Eligible Costs.

ARTICLE VI GENERAL PROVISIONS

6.1 City's Right to Terminate. In addition to all other rights of termination as provided herein, City may terminate this Agreement at any time if:

(a) Developer defaults in or breaches any material provision of this Agreement and fails to cure such default or breach within thirty (30) days after receipt of written notice from City of such default or breach; or

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

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

6.3 Successors and Assigns.

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

(b) Until Substantial Completion of the Development Project has occurred, the obligations of Developer under this Agreement may not be assigned in whole or in part without the prior written approval of City, which approval will not be unreasonably withheld, conditioned, or delayed upon a reasonable demonstration by Developer of the proposed assignee's experience and financial capability to undertake and complete all portions of the Work with respect to the Development Project and the Internal Infrastructure Improvements, all in accordance with this Agreement. Notwithstanding the foregoing, Developer is permitted to subcontract the construction of any portion of the Development Project or Internal Infrastructure Improvements without the consent of City but Developer will remain liable under this Agreement.

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

(1) the right of Developer to encumber or collaterally assign its interest in the Property or any portion thereof or any interest in the Agreement to secure loans, advances or extensions of

credit to finance or from time to time refinance all or any part of the Eligible Costs, or the right of the holder of any such encumbrance or transferee of any such collateral assignment;

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

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

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

6.4 Remedies.

(a) Except as otherwise provided in this Agreement and subject to Developer's and City's respective rights of termination, in the event of any breach of any term or condition of this Agreement by either Party, or any successor, the breaching Party (or successor) will, upon written notice from the other Party specifying such claimed breach, proceed immediately to cure or remedy such breach, and will, in any event, within 30 days after receipt of notice, cure or remedy such default. If the breach is not cured or remedied, the aggrieved Party may hold the breaching Party in default of this Agreement and there upon may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to proceedings to compel specific performance by the defaulting or breaching Party, withholding funds received pursuant to K.S.A. 12-5250(b)(2)(A) and/or repeal of the ordinance establishing the District. For purposes of this **Section 6.4**, no Party may be deemed in default of this Agreement unless and until it has received notice of any claimed breach and has been given an opportunity to cure the same.

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

6.5 Force Majeure. Neither City nor Developer nor any successor in interests will be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder will be extended in the event of any delay caused by force majeure, including, without limitation, damage or destruction by fire or casualty; strike; lockout; civil disorder; act of terror; war; restrictive government regulations; lack of issuance of any permits and/or legal authorization by any governmental entity necessary for the Developer to proceed with construction of the Work or any portion thereof, shortage of delay in shipment of material or fuel; acts of God; unusually adverse weather or soil conditions; unforeseen site conditions that render the site economically or physically undevelopable (as a result of additional cost or delay), or any other cause or contingency similarly; or other causes beyond the Parties' reasonable control, including but not limited to, any litigation, court order or judgment resulting from any litigation affecting the validity of this Agreement; provided that such event of force majeure will not be deemed to exist as to any matter initiated or unreasonably sustained by Developer, and further provided that Developer notifies city in writing within thirty (30) days of the commencement of such claimed event of force majeure.

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

a. In the case of Developer, to:

Shane R. Kannarr
1511 Woodland Terrace
Email: skannarr@kannarreycare.com
Phone: (620) 687-2845

b. In the case of City, to:

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

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

Or to such other address with respect to either Party as that Party may, from time to time, designate in writing and forward to the other as provided in this **Section 6.6**.

6.7 Conflict of Interest. No member of the Governing Body or any branch of City's government who has any power of review or approval of any of Developer's undertakings, or of City's contracting for goods or services for Payton's Hamlet Development, will participate in any decisions relating thereto which affect that member's personal interests or the interests of any corporation or partnership in which that member is directly or indirectly interested. Any person having such interests will immediately, upon knowledge of such possible conflict, disclose, in writing, to the Governing Body the nature of such interest and seek a determination by the Governing Body with respect to such interest and, in the meantime, will not participate in any actions or discussions relating to the activities herein proscribed. City represents to Developer that no such conflicts of interest exist as of the date hereof.

6.8 Insurance; Damage or Destruction.

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

(1) Builder's Risk insurance, written on the so called "Builder's Risk—Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Work at the date of completion, and with coverage available in non-reporting form on the so called "all risk" form of policy. The interest, if any, of City will be protected in accordance with a clause in form and content satisfactory to City; and,

(2) Comprehensive general liability insurance (including operations, operations of subcontractors, completed operations and contractual liability insurance) together with an owner's contractor's policy, with limits against bodily injury and property damage of not less than Five Million Dollars (\$5,000,000.00) for all claims arising out of a single accident or occurrence and

Two Million Dollars (\$2,000,000.00) for any one person in a single accident or occurrence (to accomplish the above required limits, an umbrella excess liability policy may be used); and

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

(b) The policies of insurance required pursuant to clauses (1) and (2) above will be in form and content reasonably satisfactory to City and will be placed with financially sound and reputable insurers licensed to transact business in the State of Kansas with general policy holder's rating of not less than A- and a financial rating of A- as rated in the most current available "Best's" insurance reports. The policy of insurance delivered pursuant to clause (1) above will contain an agreement of the insurer to give not less than 30 days advance written notice to the City in the event of cancellation of such policy or change affecting the coverage thereunder. All policies of insurance required pursuant to this section will name City as an additional insured. Developer will deliver to City evidence of all insurance to be maintained hereunder.

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

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

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

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

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

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

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

If City refuses to permit Developer to assume the defense of any action, then costs incurred by City will be paid by City.

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

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

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

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

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

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

(f) Developer releases from and covenants and agrees the City, its Governing Body members, officers, employees, agents and independent contractors will not be liable for, and agrees to indemnify and hold City, its Governing Body, members, officers, employees, agents and independent contractors harmless from and against any and all suits, interest, claims and cost of attorney fees incurred by any of them, resulting from, arising out of, or in any way connected with: (1) the Development Project or its approval, (2) the construction of the Work, (3) the negligence or willful misconduct of Developer, its employees, agents or independent contractors in connection with the management, development, and construction of the Work, (4) the compliance by Developer with all applicable state, federal and local environmental laws, regulations, ordinances and orders, (5) underground storage tanks located on or about the Property, (6) friable asbestos or asbestos-containing materials at, on, or in the Property, (7) the operation of all or any part of the Property, or the condition of the Property, including, without limitation, any environmental cost or liability, or (8) negotiations, inspections, acquisitions, preparations, construction, leasing, operations,

and other activities of Developer or its agents in connection with or leading to the Development Project or the Property; except that the foregoing release and indemnification will not apply in the case of such liability arising directly out of the willful and/or wanton negligence of City or its authorized Governing Body members, officers, employees and agents or which arises out of matters undertaken by City following termination of this Agreement.

[BALANCE OF THIS PAGE LEFT BLANK INTENTIONALLY]

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

CITY OF PITTSBURG, KANSAS

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

DEVELOPER

By: _____
Name: Shane R. Kannarr

SCHEDULE OF EXHIBITS

Exhibit A	Property Description
Exhibit B	Property Map
Exhibit C	Eligible Costs for Payton's Hamlet Development
Exhibit D	Certification of Substantial Completion Form
Exhibit E	Request for Reimbursement Form
Exhibit F	Development Plan
Exhibit G	Funding Agreement

EXHIBIT A

PROPERTY DESCRIPTION PAYTON'S HAMLET RURAL HOUSING INCENTIVE DISTRICT

A TRACT OF LAND LOCATED THE NORTHWEST QUARTER (NW/4) OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 28, TOWNSHIP 30 SOUTH, RANGE 25 EAST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF PITTSBURG, CRAWFORD COUNTY, KANSAS DESCRIBED AS WRITTEN BY RODNEY R. ZINN, PS 1559, 12-24-2019:

COMMENCING AT THE NORTHWEST (NW) CORNER OF THE NORTHWEST QUARTER (NW/4) OF SAID SOUTHEAST QUARTER (SE/4); THENCE NORTH 86°56'25" EAST, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER (NW/4), A DISTANCE OF 1334.48 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 02°19'36" EAST, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER (NW/4), A DISTANCE OF 525.20 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 02°19'36" EAST, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER (NW/4), A DISTANCE OF 472.28 FEET TO THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 577 AT PAGE 504 IN THE CRAWFORD COUNTY REGISTER OF DEEDS OFFICE; THENCE SOUTH 87°07'12" WEST, ALONG THE NORTH LINE OF EASTPORT ACRES SUBDIVISION, A DISTANCE OF 516.23 FEET; THENCE NORTH 03°42'26" WEST, A DISTANCE OF 261.98 FEET; THENCE NORTH 86°56'25" EAST, A DISTANCE OF 60.00 FEET; THENCE NORTH 03°42'26" WEST, A DISTANCE OF 208.68 FEET; THENCE NORTH 86°56'25" EAST, PARALLEL TO THE NORTH LINE OF SAID NORTHWEST QUARTER (NW/4) OF THE SOUTHEAST QUARTER (SE/4), A DISTANCE OF 467.58 FEET TO THE POINT OF BEGINNING. CONTAINS 5.361 ACRES, MORE OR LESS.

EXHIBIT B

**PROPERTY MAP
PAYTON'S HAMLET RURAL HOUSING INCENTIVE DISTRICT**



EXHIBIT C

ELIGIBLE COSTS FOR PAYTON'S HAMLET RURAL HOUSING INCENTIVE DISTRICT

Category	Estimated Amount
Sewers, Streets, and Grading	\$185,432
Electric, Gas and Water Utilities	37,855
Engineering Design, Inspection, Surveying	21,200
Entrance Package	5,000
Interest Expense and Banking Fees	152,000
Miscellaneous & City Expenses	<u>15,000</u>
Total	<u>\$416,487</u>

EXHIBIT D

CERTIFICATION OF SUBSTANTIAL COMPLETION FORM

The undersigned, on behalf of Shane R. Kannarr (the "Developer"), pursuant to **Section 4.4** of the Development Agreement dated as of March 10, 2020 (the "Development Agreement") by and among the City of Pittsburg, Kansas, and the Developer, hereby certifies as follows. All capitalized terms used herein have the meaning attributable to such terms in the Development Agreement.

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

Dated: _____, 20____

DEVELOPER

By: _____
Name: Shane R. Kannarr

EXHIBIT E
REQUEST FOR REIMBURSEMENT

City of Pittsburg, Kansas
Attention: City Administrator

You are hereby requested by the undersigned, an authorized representative of Shane R. Kannarr (the “Developer”) to disburse funds held by the City in the special revenue fund created pursuant the authority in K.S.A. 12-5250(b)(2)(A) for the Payton’s Hamlet Development project (the “Fund”) and set forth in the Development Agreement between the City of Pittsburg, Kansas and the Developer for the Payton’s Hamlet Rural Housing Incentive District dated March 10, 2020 (the “Agreement”) to reimburse expenditures made by the Developer for Eligible Costs (as defined in the Agreement) as described on and in the amounts set forth in the Schedules attached to this invoice and incorporated herein by this reference (the “Schedules”).

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

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

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

Dated: _____, 20____

DEVELOPER

By: _____
Name: Shane R. Kannarr

Invoice Reimbursement Schedule

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

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

Total Expenses \$ _____

Developer Signature

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

EXHIBIT F
DEVELOPMENT PLAN

**DEVELOPMENT PLAN
OF THE CITY OF PITTSBURG, KANSAS
PAYTON'S HAMLET
RURAL HOUSING INCENTIVE DISTRICT**

MARCH 24, 2020

INTRODUCTION

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

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

Based on these findings and determinations, the Governing Body proposed the establishment of a Rural Housing Incentive District within the City pursuant to K.S.A. 12-5241 *et seq.* (the “Act”).

Following the adoption of Resolution 1178, a certified copy was submitted to the Secretary of Commerce for approval of the establishment of the Rural Housing Incentive District in the City as required by K.S.A. 12-5244(c). On February 5, 2016, the Secretary of Commerce provided written confirmation approving the establishment of the Rural Housing Incentive District within the City.

DEVELOPMENT PLAN ADOPTION

K.S.A. 12-5245 states that once a city receives approval from the Secretary of Commerce for the development of a rural housing incentive district, the governing body must adopt a plan for the development of housing and public facilities within the proposed district.

DEVELOPMENT PLAN

As a result of the shortage of quality housing, the City proposes this development plan (the “Development Plan”) to assist in the development of quality housing within the City.

(1) ***Legal Description and Map of the District.*** The legal description of the Payton’s Hamlet Rural Housing Incentive District (the “District”) is as follows:

A TRACT OF LAND LOCATED THE NORTHWEST QUARTER (NW/4) OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 28, TOWNSHIP 30 SOUTH, RANGE 25 EAST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF PITTSBURG, CRAWFORD COUNTY, KANSAS DESCRIBED AS WRITTEN BY RODNEY R. ZINN, PS 1559, 12-24-2019:

COMMENCING AT THE NORTHWEST (NW) CORNER OF THE NORTHWEST QUARTER (NW/4) OF SAID SOUTHEAST QUARTER (SE/4); THENCE NORTH 86°56'25" EAST, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER (NW/4), A DISTANCE OF 1334.48 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 02°19'36" EAST, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER (NW/4), A DISTANCE OF 525.20 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 02°19'36" EAST, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER (NW/4), A DISTANCE OF 472.28 FEET TO THE

NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 577 AT PAGE 504 IN THE CRAWFORD COUNTY REGISTER OF DEEDS OFFICE; THENCE SOUTH 87°07'12" WEST, ALONG THE NORTH LINE OF EASTPORT ACRES SUBDIVISION, A DISTANCE OF 516.23 FEET; THENCE NORTH 03°42'26" WEST, A DISTANCE OF 261.98 FEET; THENCE NORTH 86°56'25" EAST, A DISTANCE OF 60.00 FEET; THENCE NORTH 03°42'26" WEST, A DISTANCE OF 208.68 FEET; THENCE NORTH 86°56'25" EAST, PARALLEL TO THE NORTH LINE OF SAID NORTHWEST QUARTER (NW/4) OF THE SOUTHEAST QUARTER (SE/4), A DISTANCE OF 467.58 FEET TO THE POINT OF BEGINNING. CONTAINS 5.361 ACRES, MORE OR LESS.

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

(2) ***Existing Assessed Valuation of the District.*** The assessed valuation of all real estate within the District for 2019 is \$137.60.

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

Shane R. Kannarr
1511 Woodland Terrace
Pittsburg, KS 66762

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

Housing Facilities

The housing facilities will consist of constructing approximately 4 single family residential homes, each on an approximately 1-acre lot, with such homes to be similar in style and appearance to the houses located south of the proposed Payton's Hamlet development on Deer Run.

Public Facilities

The public facilities will include the construction of all infrastructure improvements within the District, including electric, gas, water, sewer, storm sewer, and street improvements. These infrastructure improvements will be constructed concurrently with the project.

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

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

Owner of Real Property: Shane R. Kannarr
1511 Woodland Terrace
Pittsburg, KS 66762

Developer: Shane R. Kannarr
1511 Woodland Terrace
Pittsburg, KS 66762

Individuals with specific interest: Shane R. Kannarr

(6) ***Contractual Assurances.*** The Governing Body entered into a Development Agreement, dated March 10, 2020 (the “Development Agreement”), with Shane R. Kannarr, an individual residing in the City (the “Developer”). The Development Agreement, as supplemented and amended, includes the project construction schedule, a description of projects to be constructed, financial obligations of the developer, and financial and administrative support from the City. The Development Agreement includes contractual assurances, if any, the Governing Body has received from the Developer guaranteeing the financial feasibility of specific housing tax incentive projects in the proposed district. A copy of the Development Agreement is attached as ***Exhibit C*** to this Development Plan.

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

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EXHIBIT A
DEVELOPMENT PLAN
PAYTON'S HAMLET
RURAL HOUSING INCENTIVE DISTRICT

MAP OF THE DISTRICT



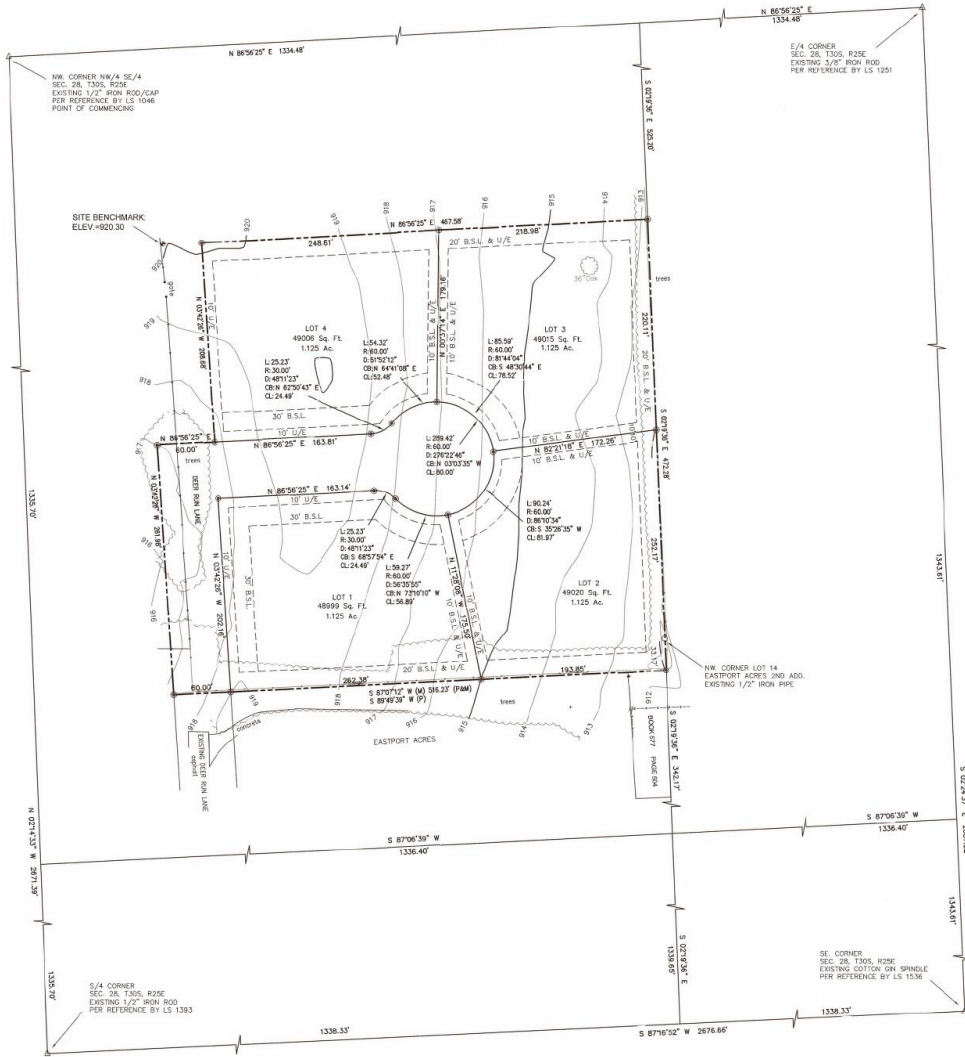
EXHIBIT B

DEVELOPMENT PLAN

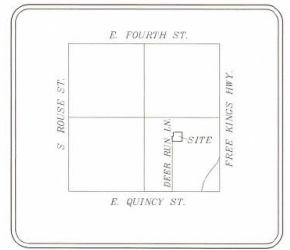
PAYTON'S HAMLET

RURAL HOUSING INCENTIVE DISTRICT

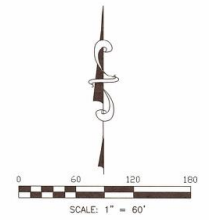
SITE PLAN



PAYTON'S HAMLET
to the City of Pittsburg
A subdivision in a portion of SECTION 28,
TOWNSHIP 30 SOUTH, RANGE 25 EAST of the 6th P.M.
CRAWFORD COUNTY, KANSAS



Vicinity Map
Not To Scale



FINAL PLAT PREPARED DECEMBER 31, 2019

DEVELOPER: SHANE E. KANNARR & AMY L. KANNARR
1511 WOODLAND TERRACE
PITTSBURGH, KS 66762
620-657-2843

SURVEYOR: CORNERSTONE REGIONAL SURVEYING, LLC
111A WEST 4TH
PITTSBURGH, KS 66762
620-235-1136
CONTACT: BOB BNA, R.22N48C0RNERSTONE-RS.COM
REFERENCE: JOB NO. 4-1911450FINALPLAT

Legend of Symbols & Abbreviations

○ Existing Survey Monument (M) Measured Dimension

EXHIBIT C
DEVELOPMENT PLAN
PAYTON'S HAMLET
RURAL HOUSING INCENTIVE DISTRICT
DEVELOPMENT AGREEMENT

EXHIBIT D
DEVELOPMENT PLAN
PAYTON'S HAMLET
RURAL HOUSING INCENTIVE DISTRICT
COMPREHENSIVE FINANCIAL FEASIBILITY ANALYSIS

Estimated Eligible Expenses	\$416,487
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Assumptions: 3 houses completed by December 2021 (appraised Jan 2022 for taxes collected in 2022/2023)
4th house completed by December 2023 (appraised Jan 2024 for taxes collected in 2024/2025)
Constant AV of \$400,000 per house
11.5% property class for assessed value
Constant mill levy based on 2019/2020 levy
District created March 2020
Base value of lots \$34.40 (\$137.60/4)
Base value determined by taxes paid at RE: purchase closing of 0.76 for 13 days of taxes

EXHIBIT G
FUNDING AGREEMENT

**FUNDING AGREEMENT
(PAYTON'S HAMLET RURAL HOUSING INCENTIVE DISTRICT)**

This Funding Agreement ("Agreement") is entered into as of February 11, 2020, between the **CITY OF PITTSBURG, KANSAS** ("City"), and **SHANE R. KANNARR** ("Developer").

RECITALS

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

WHEREAS, the Developer is an individual residing in the City, and the Developer and the City anticipate negotiating and entering into a Development Plan and Agreement, whereby the Developer will develop real property by constructing approximately 4 single family houses and all related internal infrastructure improvements at the proposed Payton's Hamlet residential development (the "Project"); and

WHEREAS, Developer has acquired the real property where the Project will be developed and has requested the City create a rural housing incentive district pursuant to K.S.A. 12-5241 *et seq.* to finance all or a portion of the public infrastructure to serve the Project (the "Request"); and

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

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

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

AGREEMENT

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

- A. Consult with the Developer on the Project in a timely manner and prepare or consult with the Developer on the preparation of and consider the Request in accordance with the provisions of State law, give all notices in a timely manner, make all legal publications and hold hearings as required by State law;
- B. Provide necessary staff, legal, financial, and planning assistance to prepare and present the Request to the City Commission and to prepare and present required resolutions and ordinances to the City Commission, including the use of outside counsel and consultants;
- C. If the City Commission approves the Request, to provide the necessary staff, legal, financial, planning and inspection assistance to prepare and negotiate a definitive agreement between the City and the Developer for the implementation of the Request and the development of the Project (the "Development Agreement");

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

2. Initial Deposit. In order to ensure the prompt and timely payment of the Charges, the Developer shall establish a fund in the initial amount of Fifteen Thousand Dollars (\$15,000.00) (the "Deposit") by paying such amount to the City contemporaneously with the execution of this Agreement. The City shall pay, in accordance with this Agreement, initial Charges from the Deposit, including the charges for preparation of this Agreement, and shall promptly submit an itemized statement therefor to the Developer to re-establish the Deposit so that there is always at least Ten Thousand Dollar (\$10,000.00) cash balance available against which additional charges and payments may be applied on a current basis. The City shall submit monthly statements itemizing the Charges paid from the Deposit during the preceding month.

3. Additional Funding.

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

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

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

5. Termination.

A. In the event the Developer fails to perform any of its obligations herein, the City may terminate this Agreement, and any other agreement between the parties, at its sole discretion if the Developer fails to cure the default within thirty (30) days after written notice to the Developer of the default. Termination by the City for reasons of an uncured default by Developer shall also terminate any duties and obligations of the City with respect to the Development Agreement, any other agreements between the parties, and the processing of the Developer's Request. Upon such termination, the City shall retain the Deposit and Additional Funds, if any, necessary to reimburse the City for all reasonable expenses incurred under this Agreement to the date of termination and any monies due and owing to the City pursuant to any other agreements between the parties.

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

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

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

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

With a copy to:

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

To the Developer:

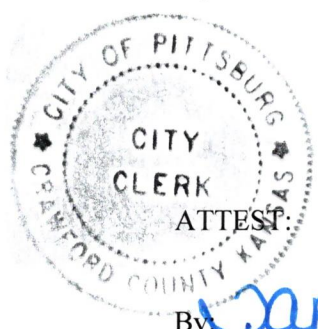
Shane R. Kannarr
1511 Woodland Terrace
Pittsburg, KS 66762

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

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

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

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



CITY OF PITTSBURG, KANSAS

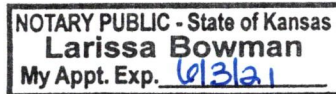
By: *Daun McNay*
Mayor

By: *Sammy Nagel*
City Clerk

DEVELOPER

By: *[Signature]*
Shane R. Kannarr

STATE OF KANSAS)
) ss:
CRAWFORD COUNTY)



BE IT REMEMBERED, this document was signed or attested before me on February 12, 2020, by Shane R. Kannarr.

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

Larissa Bowman
Notary Public

My Appointment expires: 6/3/21

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: CAMERON ALDEN
Director of Public Works

DATE: March 3, 2020

SUBJECT: Agenda Item – March 10, 2020
Short Form Plat of the Property Located at the North end of the existing
Deer Run Lane

The Planning Commission/Board of Zoning Appeals held a meeting on February 24, 2020 to review the Short Form Plat under the provisions of Article 2-105 of the Pittsburg Subdivision Regulations to allow the Short Form Plat of the property located at the North end of the existing Deer Run Lane. Rod Zinn, of Cornerstone Regional Surveying, LLC, on behalf of Shane and Amy Kannarr, submitted the Short Form Plat for review of the area located on the following property described as:

A tract of land located the Northwest 1/4 of the Southeast 1/4 of Section 28, Township 30 South, Range 25 East of the 6th Principal Meridian, City of Pittsburg, Crawford County, Kansas described as written by Rodney R. Zinn, PS 1559, 12-24-2019:

Commencing at the Northwest corner of the Northwest 1/4 of said Southeast 1/4; thence North 86°56'25" East, along the North line of said Northwest 1/4, a distance of 1334.48 feet to the Northeast corner thereof; thence South 02°19'36" East, along the East line of said Northwest 1/4, a distance of 525.20 feet to the point of beginning; thence continuing South 02°19'36" East, along the East line of said Northwest 1/4, a distance of 472.28 feet to the Northeast corner of a tract of land described in Book 577 at Page 504 in the Crawford County register of deeds office; thence South 87°07'12" West, along the North line of Eastport Acres Subdivision, a distance of 516.23 feet; thence North 03°42'26" West, a distance of 261.98 feet; thence North 86°56'25" East, a

distance of 60.00 feet; thence North 03°42'26" West, a distance of 208.68 feet; thence North 86°56'25" East, parallel to the North line of said Northwest 1/4 Of the Southeast 1/4, a distance of 467.58 feet to the point of beginning. Contains 5.361 acres, more or less.

After reviewing the Short Form Plat, the Planning Commission/Board of Zoning Appeals voted unanimously to recommend approval of the proposed Short Form Plat. In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, March 10, 2020. Action necessary will be approval or disapproval of the plat and, if approved, authorize the Mayor and City Clerk to sign the plat on behalf of the City of Pittsburgh.

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

Attachment: Short Form Plat

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: Cameron Alden
Director of Public Works

DATE: March 3, 2020

SUBJECT: Agenda Item – March 10, 2020
Ordinance No. G-1311 Amending Section 78-73 of the Pittsburg City Code

Currently, Quincy Street is designated a main traffic way from Walnut Street to Joplin Street. In reviewing the traffic and use of the street, Quincy Street is used as a connection to commercial, residential neighborhoods, Pittsburg High School, PSU and other high use locations. Quincy Street has shown to have the primary function to move through traffic between areas of concentrated activity within the City, and therefore, shall be designated as a main traffic way as defined by K.S.A. 12-685. Staff is proposing the approval of Ordinance No. G-1311 amending Section 78-73 of the Pittsburg City Code to designate and establish Quincy Street in Pittsburg, Kansas from the east city limits to the west city limits as a main traffic way, as defined by K.S.A. 12-685, all within the city limits of Pittsburg, Kansas.

In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, March 10, 2020. Action requested is approval or disapproval of the proposed ordinance and, if approved, authorize the Mayor to sign the Ordinance on behalf of the City.

Attachments: Ordinance No. G-1311

(Summary published in the Morning Sun on _____, 2020)

ORDINANCE NO. G-1311

AN ORDINANCE amending Section 78-73 of the Pittsburg City Code to remove the designation of Quincy Street from the east city limits to the west city limits as a through street and to designate and establish Quincy Street from the east city limits to the west city limits in the City of Pittsburg, Kansas, as a main trafficway.

WHEREAS, the Governing Body of the City of Pittsburg, Kansas, finds that Quincy Street from the east city limits to the west city limits is primarily used for and shall continue to be used for the movement of traffic between areas of concentrated activity within the City limits of Pittsburg, Kansas.

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

Sec. 78-73. - Main trafficways, trafficway connections, or through highways and/or streets.

- (a) The streets enumerated in this subsection (a) are hereby designated as main trafficways, trafficway connections or through highways:

Atkinson

Atkinson Road from North Broadway Avenue to 210th Avenue - main trafficway.

Broadway

Broadway from the north City limits to the south City limits - through street.

Broadway from the north City limits to the south City limits - main trafficway.

Centennial Drive

Centennial Drive from the west City limits to the east City limits - main trafficway.

Ford Street

East Ford Avenue from the east curbline of South Broadway east to the west curbline of South Rouse Avenue - main trafficway.

Georgia

Georgia from Quincy to Twelfth Street - through street.

Home

Home Street between East Fourteenth Street and East Twentieth Street - a trafficway connection.

Homer

Homer Street between Quincy Avenue and Centennial Drive - trafficway connection.

Jefferson

Jefferson from Broadway to the west City limits - through street.

Jefferson Street from Rouse to the alley between Broadway Street and Walnut Street - main trafficway.

Joplin

Joplin from the north City limits to the south City limits - through street.

Joplin Street from Atkinson Road to Centennial Drive - main trafficway.

Locust Street

Locust Street between the south curb line of 10th Street and the north curb line of Jefferson Street, for a distance of approximately 6,052 feet - trafficway connection.

Michigan

Michigan from 20th Street to north City limits - through street.

Pine Street

Pine Street between the south curb line of 20th Street and the north curb line of 2nd Street, for a distance of approximately 6,053.8 feet - trafficway connection.

Quincy

Quincy from the east City limits to the west City limits – main trafficway.

Rouse

Rouse Street from the north City limits to the south City limits-main trafficway.

Walnut

Walnut Street from 20th Street to Quincy - through street.

Walnut Street from West Rose to West 20th Street - main trafficway.

Walnut Street from the south line of West 28th Street to the south line of West 29th Street-main trafficway.

Washington

East Washington from South Joplin to South Rouse - main trafficway.

4th Street

4th Street from the east City limits to the west City limits - through street.

4th Street from U.S. 69 Bypass to the intersection of Free King Highway - main trafficway.

2nd Street

West 2nd Street between the west curb line of North Broadway Street and the east curb line of North Walnut Street, for a distance of approximately 782 feet - trafficway connection.

7th Street

7th Street from Broadway to the east City limits - through street.

7th Street between the west curb line of Joplin Street and the east curb line of Walnut Street, for a distance of approximately 2,132.3 feet - trafficway connection.

9th Street

9th Street from Broadway to the west City limits - through street.

10th Street

10th Street from Broadway to the east City limits - through street.

14th Street

East 14th Street from Rouse to Free King Highway - main trafficway.

20th Street

20th Street from the east City limits to the west City limits - through street.

East 20th Street - main trafficway.

21st Street and 23rd Street

East 21st Street between the west curb line of North Rouse Street and the easternmost edge of the East 23rd Street overpass, for a distance of approximately 1,419 feet and East 23rd Street between the easternmost edge of the East 23rd Street overpass and the east curb line of North Broadway Street, for a distance of approximately 3,938 feet - trafficway connection.

27th Street Terrace

27th Street Terrace from North Rouse Street east a distance of 4,567.87 feet to the City limits - main trafficway.

- (b) Every driver of a vehicle or other conveyance traveling on any street intersecting any through street designated in subsection (a) of this Section shall stop such vehicle or other conveyance at the place where such street meets the prolongation of the nearest property line of such through street, subject, however, to the direction of any traffic control sign or any police officer at such intersection. Where a through street is intersected by a through street, the traffic on each street shall come to a full stop before proceeding across the intersected street, except

that traffic on a through street which has been designated as a state or federal highway shall not be required to stop at the intersection with another through street.

- (c) The City Commission may, by resolution duly published, designate any other street or portions of streets as through streets and cause there to be placed and maintained on each and every street intersecting a through street, standard stop signs of such type and uniformity as to conform to this chapter and the specifications contained in the "Manual and Specifications for Uniform System of Traffic Control Devices on Streets and Highways in Kansas."

Section 2. That this Ordinance shall take effect and shall be in force from and after its passage and publication in the official City newspaper.

PASSED AND APPROVED this ____ day of _____, 2020.

Mayor – Dawn McNay

ATTEST:

City Clerk - Tammy Nagel

City of Pittsburg, Kansas
2019 Budget Recap
As of February 29, 2020
16.67% of Fiscal Year has passed

Budgeted Funds	Un-Encumbered Cash Balance 1/1/2020	Revenues (1)			Expenditures			Y-T-D Net	Un-Encumbered Cash Balance 2/29/2020
		Adopted Budget 2020	Y-T-D Revenues 2/29/2020	Percent Received	Adopted Budget 2020	Y-T-D Expenses 2/29/2020	Percent Used		
General Fund	\$ 6,016,890	\$ 24,726,540	\$ 6,059,325	24.51%	\$ 22,784,484	\$ 3,979,708	17.47%	\$ 2,079,617	\$ 8,096,507
Public Library	282,411	933,705	474,819	50.85%	914,903	137,424	15.02%	337,395	619,806
Public Library Annuity	166,897	3,000	336	11.19%	-	-	0.00%	336	167,233
Special Alcohol & Drug	30,754	110,000	-	0.00%	116,000	13,675	11.79%	(13,675)	17,079
Special Parks & Recreation	-	110,000	-	0.00%	110,000	-	0.00%	-	-
Street & Highway	175,493	1,029,000	230,803	22.43%	1,048,731	167,835	16.00%	62,968	238,461
Street & Highway Sales Tax	966,736	2,175,910	374,849	17.23%	2,545,800	207,957	8.17%	166,892	1,133,628
Section 8 Housing	8,968	1,563,335	253,399	16.21%	1,565,992	252,584	16.13%	815	9,783
Revolving Loan Fund	2,505,037	1,277,588	249,513	19.53%	716,757	134,954	18.83%	114,559	2,619,596
Debt Service	901,542	3,678,598	1,011,917	27.51%	3,574,802	446,992	12.50%	564,925	1,466,467
Public Utilities	3,557,761	8,282,893	1,395,665	16.85%	8,585,458	1,891,042	22.03%	(495,377)	3,062,384
Stormwater	964,454	858,111	144,268	16.81%	993,724	90,576	9.11%	53,692	1,018,146
Totals	\$ 15,576,943	\$ 44,748,680	\$ 10,194,894	22.78%	\$ 42,956,651	\$ 7,322,747	17.05%	\$ 2,872,147	\$ 18,449,090

*Sales Tax collections are up 0.13%
compared to same period in 2019