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CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, April 28, 2020
5:30 PM

CALL TO ORDER BY THE MAYOR:

- a. Flag Salute Led by the Mayor

CONSENT AGENDA:

- a. Approval of the April 14, 2020, City Commission Meeting minutes.
- b. Approval of staff recommendation to adopt Resolution No. 1232, providing for the improvement of East Quincy Street from the east approach of Joplin Street to the East approach of Rouse Street for a distance of 0.7 miles by first removing the existing pavement, expanding Quincy Street to three (3) lanes, including adding an enclosed stormwater system, making drainage improvements, adding curb and gutter, constructing new sidewalks on both sides of Quincy Street, upgrading the existing railroad signal to facilitate a future quiet zone, making water line and sanitary sewer improvements, making traffic signal modifications, and incidental construction relating to the improvements, easement and right-of-way acquisitions, surveying, pavement marking, surveying, design and construction engineering, all in the City of Pittsburg, Kansas, designated as Paving District No. P-20-1, and authorizing the issuance of general obligation improvement bonds and temporary notes from time to time as required during the progress of the work under the authority of K.S.A. 12-685 to 12-687, K.S.A. 12-689, and K.S.A. 12-690, and any amendments thereto, and Article 1 of Chapter 10, as amended, of the Kansas Statutes Annotated, and authorization for the Mayor to sign the Resolution on behalf of the City.
- c. Approval of staff recommendation to adopt Resolution No. 1233, authorizing the offering for sale of General Obligation Temporary Notes Series 2020-1, of the City of Pittsburg, Kansas, and authorization for the Mayor to sign the Resolution on behalf of the City.
- d. Approval of staff recommendation to adopt Tax and Securities Compliance Procedures.

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, April 28, 2020
5:30 PM

- e. Approval of staff recommendation to enter into an Engineering Services Agreement with TranSystems, in an amount not to exceed \$465,000.00 in which TranSystems will design and create bid documents for the reconstruction of Quincy Street to a 3-lane roadway with curb and gutter, an enclosed storm sewer, and sidewalks on each side from Joplin Street to Rouse Street, and authorization for the Mayor to sign the Engineering Services Agreement on behalf of the City.
- f. Approval of staff recommendation to reappoint Joe Hart to a second term as a member of the Pittsburg Public Library Board of Trustees effective May 1, 2020, and concluding on April 30, 2024.
- g. Approval of the Economic Development Advisory Committee (EDAC) recommendation to support the Pittsburg State University Kelce College of Business Economic Research Proposal at an investment level of \$25,000 to fully fund the project for one year and authorize the Mayor to sign the appropriate documents on behalf of the City.
- h. Approval of the Appropriation Ordinance for the period ending April 28, 2020, subject to the release of HUD expenditures when funds are received.
ROLL CALL VOTE.

CONSIDER THE FOLLOWING:

- a. SILVERBACK LIFT STATION - Consider the recommendation of the Economic Development Advisory Committee (EDAC) to utilize \$61,021 from the Revolving Loan Fund (RLF) to extend the electricity required to power the Silverback Lift Station to facilitate the development of housing and business opportunities along East Centennial. **Approve or disapprove recommendation of the Economic Development Advisory Committee and, if approved, authorize the Mayor to sign the necessary documents on behalf of the City.**

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, April 28, 2020
5:30 PM

- b. FEASIBILITY STUDY - HUNDEN STRATEGIC PARTNERS - Consider the recommendation of the Economic Development Advisory Committee (EDAC) to enter into an agreement with Hunden Strategic Partners in which Hunden Strategic Partners will perform a feasibility study regarding a formal conference/convention space in Pittsburg, with the \$39,500 cost of the study to be split between the City of Pittsburg and the Convention and Visitor's Bureau (CVB), with the City's portion, funded through the Revolving Loan Fund (RLF), not to exceed \$19,750. **Approve or disapprove recommendation of the Economic Development Advisory Committee and, if approved, authorize the Mayor to sign the necessary documents on behalf of the City.**

- c. INTERLOCAL AGREEMENT - CITY OF FRONTENAC - Consider staff recommendation to enter into an Interlocal Agreement with the City of Frontenac, Kansas, for the installation of traffic control devices and a paved road for access on Wild Red Road merging into Atkinson Avenue. **Approve or disapprove staff recommendation and, if approved, authorize the Mayor to sign the Interlocal Agreement on behalf of the City.**

NON-AGENDA REPORTS & REQUESTS:

ADJOURNMENT

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
April 14th, 2020

A Regular Session of the Board of Commissioners was held at 5:30 p.m. on Tuesday, April 14th, 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, Chuck Munsell and Patrick O'Bryan.

City Attorney Henry Menghini participated by phone.

Mayor McNay led the flag salute.

APPROVAL OF MINUTES – On motion of O'Bryan, seconded by Brooks, the Governing Body approved the March 24th, 2020, City Commission Meeting minutes as presented. Motion carried.

APPROPRIATION ORDINANCE – On motion of O'Bryan, seconded by Brooks, the Governing Body approved the Appropriation Ordinance for the period ending April 14th, 2020, subject to the release of HUD expenditures when funds are received with the following roll call vote: Yea: Brooks, Fields, McNay, Munsell and O'Bryan. Motion carried.

MEMORIAL DRIVE TRAIL PROJECT – On motion of Munsell, seconded by O'Bryan, the Governing Body approved staff recommendation to adopt a resolution awarding the bid for the construction of the Memorial Drive Trail to Martin Outdoor Enterprises, Inc., of Pittsburg, Kansas, to include the commitment of City funds in the amount of \$58,000, per the agreement with KDOT approved by the Governing Body on May 28, 2019, and authorized the Mayor to sign the resolution on behalf of the City. Motion carried.

NON-AGENDA REPORTS & REQUESTS:

CORONAVIRUS - Mayor McNay reported that the Crawford County healthcare community is working together through the current coronavirus pandemic.

ADJOURNMENT: On motion on O'Bryan, seconded by Fields, the Governing Body adjourned the meeting at 5:34 p.m. Motion carried.

Dawn McNay, Mayor

ATTEST:

Tammy Nagel, City Clerk

RESOLUTION NO. 1232

A RESOLUTION, providing for the improvement of East Quincy Street from the east approach of Joplin Street to the east approach of Rouse Street for a distance of 0.7 miles by first removing the existing pavement, expanding Quincy Street to three (3) lanes, including adding an enclosed stormwater system, making drainage improvements, adding curb and gutter, constructing new sidewalks on both sides of Quincy Street, upgrading the existing railroad signal to facilitate a future quiet zone, making water line and sanitary sewer improvements, making traffic signal modifications, and incidental construction relating to the improvements, easement and right-of-way acquisitions, surveying, pavement marking, surveying, design and construction engineering, all in the City of Pittsburg, Kansas, designated as Paving District No. P-20-1, and authorizing the issuance of general obligation improvement bonds and temporary notes from time to time as required during the progress of the work under the authority of K.S.A. 12-685 to 12-687, K.S.A. 12-689, and K.S.A. 12-690, and any amendments thereto, and Article 1 of Chapter 10, as amended, of the Kansas Statutes Annotated.

WHEREAS, the Governing Body of the City of Pittsburg, Kansas, has by Ordinance designated and established Quincy Street between the west city limits to the east city limits, as a main trafficway as defined by K.S.A. 12-685; and

WHEREAS, the Governing Body of the City of Pittsburg, Kansas, hereby declares the necessity for and the intention to improve East Quincy Street from the east approach of Joplin Street to the east approach of Rouse Street for a

distance of 0.7 miles by first removing the existing pavement, expanding Quincy Street to three (3) lanes, including adding an enclosed stormwater system, making drainage improvements, adding curb and gutter, constructing new sidewalks on both sides of Quincy Street, upgrading the existing railroad signal to facilitate a future quiet zone, making water line and sanitary sewer improvements, making traffic signal modifications, and incidental construction relating to the improvements, easement and right-of-way acquisitions, surveying, pavement marking, surveying, design and construction engineering, all in the City of Pittsburg, Kansas, designated as Paving District No. P-20-1, and authorizing the issuance of general obligation improvement bonds and temporary notes from time to time as required during the progress of the work under the authority of K.S.A. 12-685 to 12-687, K.S.A. 12-689, and K.S.A. 12-690, and any amendments thereto, and Article 1 of Chapter 10, as amended, of the Kansas Statutes Annotated; and

WHEREAS, Quincy Street from the west city limits to the east city limits is designated as a main trafficway.

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

Section 1: That it is necessary and advisable to improve East Quincy Street from the east approach of Joplin Street to the east approach of Rouse Street for a distance of 0.7 miles by first removing the existing pavement, expanding Quincy Street to three (3) lanes, including adding an enclosed stormwater system, making drainage improvements, adding curb and gutter,

constructing new sidewalks on both sides of Quincy Street, upgrading the existing railroad signal to facilitate a future quiet zone, making water line and sanitary sewer improvements, making traffic signal modifications, and incidental construction relating to the improvements, easement and right-of-way acquisitions, surveying, pavement marking, surveying, design and construction engineering, all in the City of Pittsburg, Kansas, designated as Paving District No. P-20-1, and authorizing the issuance of general obligation improvement bonds and temporary notes from time to time as required during the progress of the work under the authority of K.S.A. 12-685 to 12-687, K.S.A. 12-689, and K.S.A. 12-690, and any amendments thereto, and Article 1 of Chapter 10, as amended, of the Kansas Statutes Annotated.

Section 2: That the aforesaid improvement is declared to be in the public interest, authorized and directed and ordered to be completed with any actions heretofore taken being affirmed, confirmed, and ratified; and further, that the employment of highway and traffic engineers as necessary for the development and planning of said improvements is also authorized.

Section 3: That this Resolution is intended to be a declaration of the City's official intent to reimburse itself from the proceeds of either temporary notes or general obligation bonds to be issued by the City for any improvement costs incurred and paid by the City from moneys other than the proceeds of either the City's notes or the bonds. A copy of this Resolution is available for inspection by the public at any time during all business hours in the office of the City Clerk, 201 West 4th Street, Pittsburg, Kansas.

Section 4: That for the purposes of paying the City's participation in the costs of making the capital improvements described and referred to herein, including the payment of necessary architectural, engineering, legal, and incidental costs relating thereto, the City of Pittsburg, Kansas, is hereby authorized, by a subsequent resolution referring to this Resolution, to issue temporary notes from time to time as required during the progress of the work in a total sum not to exceed the amount of \$7,000,000.00, which amount is hereby increased at the rate of one-half of one percent per month from and after the date of approval of this Resolution. Said notes shall be dated as of the date specified in the subsequent resolution, shall bear interest at a rate not to exceed the limit authorized by K.S.A. 10-1009 and any amendments thereto, shall be payable in accordance with the terms of the notes, shall mature not later than four (4) years from the date of the issuance of the notes, and shall be redeemed and cancelled before or at the time permanent general obligation improvement bonds are issued in lieu thereof. Said notes are authorized by K.S.A. 12-685 to 12-687, K.S.A. 12-689, and K.S.A. 12-690, and any amendments thereto, and Article 1, of Chapter 10, and any amendments thereto, of the Kansas Statutes Annotated.

Section 5: That the cost and expense of constructing said improvement, following receipt of funds from the State of Kansas, or any other source, shall be financed by the issuance of general obligation improvement bonds of the City in an amount not exceeding \$7,000,000.00; which amount is hereby increased at the rate of one-half of one percent per month from and after the date of approval of this Resolution.

Section 6: That the Mayor and Clerk of the City be, and they are, hereby authorized to give public notice, in accordance with the requirements of K.S.A. 10-106, and any amendments thereto, of the City's intent to sell its general obligation improvement bonds to finance the City's participation in the cost of constructing said improvement.

Section 7: The Governing Body or its representative, following the review of bids received, may let the contract for the construction of said street improvement or any part thereof to the lowest responsible bidder. Upon acceptance of any bid, the bidder or contractor to whom the contract shall be awarded, shall enter into a written agreement with the City or its representative for the construction of said street improvement or any part thereof, and shall execute a bond with satisfactory surety thereon, conditioned for the faithful performance of said contract, and a bond indemnifying and saving the City harmless because of any injury to persons or property caused by the negligence of the contractor and the contractor's agents, employees or servants. All of the work shall be done under the supervision of highway and traffic engineers or the City Engineer and shall be subject to the approval of the Governing Body or its representative before final acceptance.

PASSED AND APPROVED BY THE GOVERNING BODY this 28th day of April, 2020.

Mayor – Dawn McNay

ATTEST:

City Clerk – Tammy Nagel

RESOLUTION NO. 1233

A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2020-1, OF THE CITY OF PITTSBURG, KANSAS.

WHEREAS, the City of Pittsburg, Kansas (the “Issuer”), has authorized certain public improvements described as follows (the “Improvements”):

| <u>Project Description</u> | <u>Ord./Res. No.</u> | <u>Authority (K.S.A.)</u> | <u>Amount</u> |
|--|-----------------------------|----------------------------------|----------------------|
| Main Trafficway improvements – East Quincy | Ord. G-1311/ Res. ____ | 12-685 <i>et seq.</i> | \$7,000,000 |

WHEREAS, the Issuer is authorized by law to issue general obligation bonds to pay the costs of the Improvements; and

WHEREAS, it is necessary for the Issuer to provide cash funds (from time to time) to meet its obligations incurred in constructing the Improvements prior to the completion thereof and the issuance of the Issuer's general obligation bonds, and it is desirable and in the interest of the Issuer that such funds be raised by the issuance of temporary notes of the Issue; and

WHEREAS, none of such general obligation bonds or temporary notes previously authorized have been issued and the Issuer proposes to issue its temporary notes to pay a portion of the costs of the Improvements; and

WHEREAS, the City Commission of the Issuer (the “Governing Body”) has selected the firm of Baker Tilly Municipal Advisors, LLC, Kansas City, Missouri (the “Municipal Advisor”), as municipal advisor for one or more series of temporary notes of the Issuer to be issued in order to provide funds to temporarily finance the Improvements; and

WHEREAS, the Issuer desires to authorize the Municipal Advisor to proceed with the offering for sale of the temporary notes and related activities; and

WHEREAS, one of the duties and responsibilities of the Issuer is to prepare and distribute sale information relating to the temporary notes, including a request for proposals; and

WHEREAS, the Issuer desires to authorize the Municipal Advisor, in conjunction with the Director of Finance and Gilmore & Bell, P.C., Wichita, Kansas, the Issuer’s bond counsel (“Bond Counsel”), to proceed with the preparation and distribution of such sale information and all other preliminary action necessary to sell the temporary notes; and

WHEREAS, the Internal Revenue Code of 1986, as amended and regulations promulgated thereunder (collectively the “Code”), impose ongoing requirements related to the investment, use and expenditure of proceeds of tax-advantaged obligations (including general obligation bonds and temporary notes) and related funds, and restrictions on use of projects financed thereby, and the Issuer is committed to full compliance with all such requirements with respect to its tax-advantaged obligations.

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

Section 1. The Municipal Advisor, in conjunction with the Director of Finance, is hereby authorized to proceed with the offering for sale of the Issuer's General Obligation Temporary Notes, Series 2020-1 (the "Notes"). The Notes shall be sold, subject to the approving opinion of Bond Counsel, on a negotiated basis to a purchaser or purchasers (collectively the "Purchaser") to be designated by the Director of Finance, in consultation with the Municipal Advisor and Bond Counsel, after evaluating proposals submitted by prospective purchasers based on a request for proposals prepared by the Municipal Advisor. The timing of offering for sale, the pricing, the determination of the structuring and repayment terms of the Notes and the selection of various other professionals necessary to complete the issuance of the Notes, shall be determined by the Director of Finance, in consultation with the the Municipal Advisor and Bond Counsel.

The confirmation of the sale of the Notes shall be subject to the execution of a note purchase agreement between the Purchaser and the Issuer (the "Note Purchase Agreement") in a form approved by Bond Counsel and the City Attorney, the adoption of a resolution by the Governing Body authorizing the issuance of the Notes and the execution of various documents necessary to deliver the Notes.

Section 2. The Mayor, City Manager, Clerk, Director of Finance, and the other officers and representatives of the Issuer, the Municipal Advisor and Bond Counsel are hereby authorized and directed to take such other action as may be necessary to carry out the sale of the Notes.

Section 3. In order to comply with the requirements of the Code and to improve tax compliance and documentation, the Governing Body hereby adopts the Tax and Securities Compliance Procedures, dated April 28, 2020 (the "Compliance Procedures"). A copy of the Compliance Procedures shall be placed in the permanent records of the Issuer and shall be available for public inspection during regular business hours of the Issuer.

Section 4. This Resolution shall be in full force and effect from and after its adoption.

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ADOPTED by the City Commission on April 28, 2020.

(SEAL)

ATTEST:

Mayor

Clerk



One Main Place – 100 North Main, Suite 800
Wichita, Kansas 67202-1311

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April 23, 2020

Jamie Clarkson, Director of Finance
City of Pittsburg, Kansas
201 W. 4th St.
Pittsburg, Kansas 66762

Re: City of Pittsburg, Kansas – Tax and Securities Compliance Procedures

Dear Jamie:

Background.

For several years IRS officials have expressed concern that state and local government bond issuers do not have adequate written procedures to ensure that the ongoing tax requirements are met after the financing has closed. The IRS had been much less forthcoming when asked specifically what topics should be covered in these “written procedures” and whether those procedures should go beyond the provisions already contained in the federal tax certificate. The IRS published an article that clarifies its expectations and describes minimum post-issuance tax compliance standards for all issuers of tax-exempt debt and other “tax-advantaged” debt, such as build America bonds. In the article, the IRS strongly suggests that issuers adopt a comprehensive set of tax compliance procedures that will govern all of the issuer’s tax-exempt debt, rather than attempting to follow the tax compliance procedures mandated by the federal tax certificate or tax compliance agreement relating to each specific bond issue. The article also outlines *key characteristics* that should be included in an issuer’s written tax compliance procedures:

- Due diligence review at regular intervals;
- Identifying the official or employee of the issuer responsible for review;
- Training of the responsible official/employee of the issuer;
- Retention of adequate records to substantiate compliance (e.g., records relating to expenditure of proceeds);
- Procedures reasonably expected to timely identify noncompliance; and
- Procedures ensuring that the issuer will take steps to timely correct noncompliance

For many years, Gilmore & Bell’s tax compliance agreements and federal tax certificates have contained provisions that require issuers to arrange for arbitrage rebate calculations, to obtain an opinion of bond counsel prior to entering into typical private-use transactions involving bond-financed assets (such as management agreements or leases) and to retain copies of records to substantiate the investment and expenditure of bond proceeds and the use of financed property. These provisions, if followed, should cover the concerns raised by IRS auditors and tax administrators regarding post-issuance tax compliance.

However, as administrator of the tax laws, the IRS has wide latitude to decide the type of documentation and procedures local government issuers should follow when they issue tax-exempt debt. This includes setting reasonable standards for written substantiation to support the position that interest on a particular debt is tax-exempt. The IRS, through the above-referenced article, new audit and

settlement policies, changes to informational tax returns filed by governmental issuers and tax-exempt organizations, and informational seminars, has stated a strong clear preference for a stand-alone tax compliance procedure that incorporates the **key characteristics** outlined above.

Although the IRS has not adopted any specific sanctions if an issuer does not implement written tax compliance procedures (such as loss of tax-exempt status or denial of the right to issue tax-exempt debt), it has adopted policies that provide more favorable settlement terms for issuers that have written tax compliance procedures in place. We believe governmental issuers that attempt to “get by with less” are likely to be at a significant disadvantage in the event of an IRS audit of a bond issue. In addition, because the tax-exempt status of a refunding issue depends on whether the refunded tax-exempt issue satisfied the post-issuance tax compliance requirements, issuers that lack proper substantiation documentation and records could find it difficult or even impossible to refinance their debt on a tax-exempt basis in the future.

What is changing?

1. ***Separate Written Compliance Procedures.*** Gilmore & Bell will require that each governmental issuer adopt a written procedure for post-issuance tax compliance and record-keeping that will apply to all tax-exempt debt issued by such entity or on behalf of such entity. The written procedure will contain a list of documents and records that must be prepared and retained as part of a tax-exempt bond compliance file. The written compliance procedure will not replace the tax compliance agreement or federal tax certificate that is part of each financing, but instead will provide a framework that issuers will use to monitor and document tax compliance.

2. ***Identified Bond Compliance Officer.*** The written compliance procedure and the tax documents for each financing will designate a “bond compliance officer” who will be responsible for post-issuance bond compliance. For traditional government financings this will be an issuer employee or official -- usually the person with overall responsibility for administering the bond funds.

3. ***Final Written Allocation of Bond Proceeds.*** For each new money governmental purpose financing Gilmore & Bell will require issuers to prepare a “final written allocation” of proceeds to expenditures. This final written allocation must be prepared promptly after all proceeds have been spent, and must be reviewed by bond counsel or other legal counsel selected by the issuer. Refunding transactions will incorporate similar documentation as part of the tax closing documents to specify how refunded issue proceeds were spent.

4. ***Annual Compliance Checklist.*** For all financings we will require issuers to complete a short tax compliance checklist on an annual basis. A form of the checklist tailored to each issue will be included in the tax documentation for each financing.

The final written allocation and the annual checklists, along with related documents identified in the written compliance procedure, will comprise the “tax-exempt bond file” for the financing. The bond compliance officer will be responsible for assembling and maintaining the tax-exempt bond file. A special post-issuance tax compliance call or meeting with the bond compliance officer to discuss and answer questions regarding tax compliance for the specific financing as part of the issuance process can be arranged at the request of the issuer.



Gilmore & Bell recognizes that no two governmental issuers or financings are alike, and that imposing an inflexible set of documents or procedures that fails to take unique aspects of the issuer or the financing into account will not result in better tax compliance. Unique factors will be taken into account for each issue, and, when appropriate, modifications to the documentation or procedures described above may be necessary so long as the financing will continue to meet the compliance and documentation standards outlined by the IRS. Your comments on ways to improve tax documentation or compliance procedures are always welcome.

Continuing Disclosure.

The Securities and Exchange Commission (the “SEC”) has promulgated rules and regulations relating to continuing disclosure requirements that effect obligations issued by governmental units. In conjunction with issuance of certain of its obligations, the Issuer has entered into or anticipates entering into continuing disclosure undertakings to provide for submission of annual reports and notices of certain material events relating to such obligations. Such reports and notices are required to be filed with the SEC via the Electronic Municipal Market Access system for municipal securities disclosures established and maintained by the Municipal Securities Rulemaking Board, which can be accessed at www.emma.msrb.org.

Procedure Documentation.

Attached hereto is a form of Tax and Securities Compliance Procedures (the “Compliance Procedures”) for governmental issues which meets the *key characteristics* suggested by the IRS and the SEC with respect to governmental purpose issues.

We can arrange a special post-issuance tax and securities compliance call or meeting to discuss and answer questions regarding the Compliance Procedures if that would be helpful to you and other issuer representatives.

Adoption Procedure.

After your review of these attachments, if there are no questions or comments, the Compliance Procedures should be presented to the governing body at your next meeting on April 28, 2020. Once adopted, please retain a signed a copy of the Compliance Procedures (including Clerk’s Certification) in your permanent records and furnish a copy of each to the undersigned for our records.

Should you have any questions, please feel free to contact the undersigned.

Very truly yours,



Garth Herrmann

GJH:jkm
Enclosures



THE CITY OF PITTSBURG, KANSAS
TAX AND SECURITIES COMPLIANCE PROCEDURES
Dated as of April 28, 2020

TAX AND SECURITIES COMPLIANCE PROCEDURES

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Bonds

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TAX AND SECURITIES COMPLIANCE PROCEDURES

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. Capitalized words and terms used in these Compliance Procedures have the following meanings:

“Annual Compliance Checklist” means: (a) for Governmental Tax-Advantaged Bonds, a questionnaire and/or checklist described in **Section 4.5** that is completed each year for a Governmental Tax-Advantaged Bond issue; and (b) for Conduit Tax-Advantaged Bonds, a questionnaire and/or checklist described in **Section 6.5** that is completed each year for a Conduit Tax-Advantaged Bond issue.

“Annual Report” means: (a) with respect to Governmental Tax-Advantaged Bonds, the audited financial statements (or unaudited financial statements as permitted by the Continuing Disclosure Undertaking for the Tax-Advantaged Obligations) of the Issuer and certain other financial information and operating data required to be filed annually with the MSRB for the Tax-Advantaged Bonds; and (b) with respect to Conduit Tax-Advantaged Bonds, the audited financial statements (or unaudited financial statements as permitted by the Continuing Disclosure Undertaking for the Tax-Advantaged Obligations) of the Conduit Borrower, and certain other financial information and operating data required to be filed annually with the MSRB for the Conduit Tax-Advantaged Bonds.

“Bond Compliance Officer” means the Issuer’s Director of Finance or, if said position is vacant, the person appointed or elected to fill the responsibilities of said position for the Issuer.

“Bond Counsel” means Gilmore & Bell, P.C., or other firm of nationally recognized bond counsel, selected by the Issuer to provide a legal opinion regarding the tax status of interest on Tax-Advantaged Bonds as of the issue date or the law firm selected to advise the Issuer regarding matters referenced in these Compliance Procedures.

“Bond Restricted Funds” means the funds, accounts, and investments that are subject to arbitrage rebate and/or yield restriction rules that have been identified in the Tax Compliance Agreement for a Tax-Advantaged Bond issue.

“Bond Transcript” means the “transcript of proceedings” or other similar titled set of documents assembled by Bond Counsel following the issuance of Tax-Advantaged Bonds.

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

“Compliance Procedures” means this Tax and Securities Compliance Procedures.

“Conduit Tax-Advantaged Bond” means any bond, note, installment sale agreement, lease or certificate intended to be a debt obligation of the Issuer, the proceeds of the which are to be loaned or otherwise made available to the Conduit User, and the interest on which is excludable from gross income for federal income tax purposes or is subject to other advantages, requirements or limitations of the Code and Regulations or any other United States laws related to taxation. A list of all Conduit Tax-Advantaged Bonds outstanding and subject to these Compliance Procedures as of the Effective Date, is attached as **Exhibit A-2**.

“Conduit Tax-Advantaged Bond File” means documents and records which may consist of paper and electronic medium, maintained for each Conduit Tax-Advantaged Bond. Each Conduit Tax-Advantaged Bond File will include the following information if applicable:

- (a) Intent Resolution (Duplicate Copy Maintained by Bond Compliance Officer).
- (b) Bond Transcript (Duplicate Copy Maintained by Bond Compliance Officer).
- (c) Final Written Allocation and/or all available accounting records related to the Project Facility showing expenditures allocated to the proceeds of a Conduit Tax-Advantaged Bond and expenditures (if any) allocated to other sources of funds.
- (d) All rebate and yield reduction payment calculations performed by the Rebate Analyst and all investment records provided to the Rebate Analyst for purposes of preparing the calculation.
- (e) Forms 8038-T together with proof of filing and payment of rebate (Duplicate Copy Maintained by Bond Compliance Officer).
- (f) Investment agreement bid documents (unless included in the Bond Transcript) including:
 - (1) Bid solicitation, bid responses, certificate of broker;
 - (2) Written summary of reasons for deviations from the terms of the solicitation that are incorporated into the investment agreement; and
 - (3) Copies of the investment agreement and any amendments.
- (g) Any item required to be maintained by the terms of the Tax Compliance Agreement involving the use of the Project Facility or expenditures related to tax compliance for the Conduit Tax-Advantaged Bonds.
- (h) Any opinion of Bond Counsel regarding the Conduit Tax-Advantaged Bonds not included in the Bond Transcript (Duplicate Copy Maintained by Bond Compliance Officer).
- (i) Amendments, modifications or substitute agreements to any agreement contained in the Bond Transcript (Duplicate Copy Maintained by Bond Compliance Officer).
- (j) Any correspondence with the IRS relating to the Conduit Tax-Advantaged Bonds including all correspondence relating to an audit by the IRS of the Conduit Tax-Advantaged Bonds or any proceedings under the Tax-Advantaged Bonds Voluntary Closing Agreement Program (VCAP) (Duplicate Copy Maintained by Bond Compliance Officer).
- (k) Any available questionnaires or correspondence substantiating the use of the Project Facility in accordance with the terms of the Tax Compliance Agreement for the Conduit Tax-Advantaged Bond issue.
- (l) For refunding bond issues, the Conduit Tax-Advantaged Bond File for the refunded Conduit Tax-Advantaged Bonds.

“Conduit User” means the entity that is not related to or controlled by the Issuer and which receives proceeds and is required to pay principal and interest on a Conduit Tax-Advantaged Bond issue.

“Conduit User Bond Compliance Officer” means the individual officer or employee of the Conduit User named as the primary individual responsible for post-issuance tax compliance by the Conduit User in connection with a Conduit Tax-Advantaged Bond issue.

“Continuing Disclosure Undertaking” means the Continuing Disclosure Agreement(s), Continuing Disclosure Undertaking(s), Continuing Disclosure Instructions or other written certification(s) setting out covenants for satisfying the requirements for providing information to the MSRB pursuant to SEC Rule 15c2-12 on an ongoing basis for one or more series of Tax-Advantaged Bonds.

“Cost” or “Costs” means all costs and expenses paid for the acquisition, design, construction, equipping or improvement of a Project Facility or costs of issuing Tax-Advantaged Bonds.

“Effective Date” means April 28, 2020.

“EMMA” means the Electronic Municipal Market Access system for municipal securities disclosures established and maintained by the MSRB, which can be accessed at www.emma.msrb.org.

“Final Written Allocation” means the Final Written Allocation of Bond proceeds prepared pursuant to **Section 4.4** of these Compliance Procedures for Governmental Tax-Advantaged Bonds and pursuant to **Section 6.4** of these Compliance Procedures for Conduit Tax-Advantaged Bonds.

“Financed Assets” means that part of a Project Facility treated as financed with Tax-Advantaged Bond proceeds as reflected in a Final Written Allocation or, if no Final Written Allocation was prepared, (a) the accounting records of the Issuer and the Tax Compliance Agreement for the Governmental Tax-Advantaged Bond issue or (b) the accounting records of the Trustee and the Conduit User, and the Tax Compliance Agreement for the Conduit Tax-Advantaged Bond issue.

“Governing Body” means the City Commission of the Issuer.

“Governmental Tax-Advantaged Bonds” means any bond, note, installment sale agreement, lease or certificate intended to be a debt obligation of the Issuer or another political subdivision or government instrumentality created or controlled by the Issuer, the proceeds of the which are to be loaned or otherwise made available to the Issuer, and the interest on which is excludable from gross income for federal income tax purposes or is subject to other advantages, requirements or limitations of the Code and Regulations or any other United States laws related to taxation. For purposes of this definition, proceeds of obligations used to make a grant or to provide an economic incentive to another entity unrelated to the Issuer are treated as used or made available to the Issuer, and thus the obligations are considered “Governmental Tax-Advantaged Bonds,” unless the user is required to pay principal and interest on the obligation. A list of all Governmental Tax-Advantaged Bonds outstanding and subject to these Compliance Procedures as of the Effective Date, is attached as **Exhibit A-1**.

“Governmental Tax-Advantaged Bond File” means documents and records which may consist of paper and electronic medium, maintained for each Governmental Tax-Advantaged Bond. Each Governmental Tax-Advantaged Bond File will include the following information if applicable:

- (a) Intent Resolution.
- (b) Bond Transcript.
- (c) Final Written Allocation and/or all available accounting records related to the Project Facility showing expenditures allocated to the proceeds of a Governmental Tax-Advantaged Bond and expenditures (if any) allocated to other sources of funds.
- (d) All rebate and yield reduction payment calculations performed by the Rebate Analyst and all investment records provided to the Rebate Analyst for purposes of preparing the calculation.
- (e) Forms 8038-T together with proof of filing and payment of rebate.
- (f) Investment agreement bid documents (unless included in the Bond Transcript) including:
 - (1) Bid solicitation, bid responses, certificate of broker;
 - (2) Written summary of reasons for deviations from the terms of the solicitation that are incorporated into the investment agreement; and
 - (3) Copies of the investment agreement and any amendments.

- (g) Any item required to be maintained by the terms of the Tax Compliance Agreement involving the use of the Project Facility or expenditures related to tax compliance for the Governmental Tax-Advantaged Bonds.
- (h) Any opinion of Bond Counsel regarding the Governmental Tax-Advantaged Bonds not included in the Bond Transcript.
- (i) Amendments, modifications or substitute agreements to any agreement contained in the Bond Transcript.
- (j) Any correspondence with the IRS relating to the Governmental Tax-Advantaged Bonds including all correspondence relating to an audit by the IRS of the Governmental Tax-Advantaged Bonds or any proceedings under the Tax-Advantaged Bonds Voluntary Closing Agreement Program (VCAP).
- (k) Any available questionnaires or correspondence substantiating the use of the Project Facility in accordance with the terms of the Tax Compliance Agreement for the Governmental Tax-Advantaged Bond issue.
- (l) For refunding bond issues, the Governmental Tax-Advantaged Bond File for the refunded Governmental Tax-Advantaged Bonds.

“Intent Resolution” means a resolution of the Governing Body stating the intent of the Issuer to finance all or a portion of the Project Facility, stating the expected maximum size of the financing and stating the intent of the Issuer to reimburse (a) the costs paid by the Issuer from proceeds of the Governmental Tax-Advantaged Bonds or (b) the costs paid by the Conduit User from proceeds of the Conduit Tax-Advantaged Bonds.

“IRS” means the Internal Revenue Service.

“Issuer” means the City of Pittsburg, Kansas, and its successors and assigns, or any body, agency or instrumentality of the State succeeding to or charged with the powers, duties and functions of the Issuer or issuing Tax-Advantaged Bonds on behalf of the City of Pittsburg, Kansas.

“MSRB” means the Municipal Securities Rulemaking Board, or any successor repository designated as such by the Securities and Exchange Commission in accordance with Rule 15c2-12(b)(5) adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“Placed In Service” means that date (as determined by the Bond Compliance Officer for Governmental Tax-Advantaged Bonds and as determined by the Conduit User Bond Compliance Officer for Conduit Tax-Advantaged Bonds when the Project Facility is complete and is actually used at a level substantially as originally designed.

“Project Facility” means all tangible or intangible property financed in whole or in part with Tax-Advantaged Bonds that is functionally related or integrated in use, that is located on the same physical site or proximate sites, and that is expected to be Placed In Service within a one-year period.

“Rebate Analyst” means the Rebate Analyst for the Tax-Advantaged Bonds selected pursuant to the Tax Compliance Agreement.

“Regulations” means all regulations issued by the U.S. Treasury Department to implement the provisions of Code §§ 103 and 141 through 150 and applicable to tax-exempt obligations.

“Tax Compliance Agreement” means, (a) with respect to Governmental Tax-Advantaged Bonds, the Federal Tax Certificate, Tax Compliance Agreement, Arbitrage Agreement, or other written

certification or agreement of the Issuer setting out representations and covenants for satisfying the post-issuance tax compliance requirements for a Governmental Tax-Advantaged Bond issue; and (b) with respect to Conduit Tax-Advantaged Bonds, the Federal Tax Certificate, Tax Compliance Agreement, Arbitrage Agreement, or other written certification or agreement of the Issuer and the Conduit User setting out representations and covenants for satisfying the post-issuance tax compliance requirements for a for a Conduit Tax-Advantaged Bond issue.

“Tax-Advantaged Bond(s)” means Governmental Tax-Advantaged Bonds and Conduit Tax-Advantaged Bonds.

ARTICLE II

PURPOSE AND SCOPE

Section 2.1. Purpose of Compliance Procedures.

(a) ***Issuer’s Use of Tax-Advantaged Bonds.*** The Issuer uses Governmental Tax-Advantaged Bonds to fund Costs of Project Facilities and uses Conduit Tax-Advantaged Bonds and loans or otherwise makes the proceeds available to Conduit Users to fund Costs of Project Facilities. The Issuer understands that in exchange for the right to issue Tax-Advantaged Bonds at favorable interest rates and terms, the Code and related regulations impose ongoing requirements related to the proceeds of the Tax-Advantaged Bonds and the Project Facility financed by the Tax-Advantaged Bonds. These requirements focus on the investment, use and expenditure of proceeds of the Tax-Advantaged Bonds and related funds as well as restrictions on the use of the Project Facility.

(b) ***IRS Recommends Separate Written Procedures.*** The Issuer recognizes that the IRS has stated that all issuers of Tax-Advantaged Bonds should have a separate written policy and procedure regarding ongoing compliance with the federal tax requirements for Tax-Advantaged Bonds.

(c) ***Issuer Commitment.*** The Issuer is committed to full compliance with the federal income tax requirements for all of its outstanding and future tax-advantaged financings. These Compliance Procedures is adopted by the Governing Body to comply with the IRS directive and to improve tax compliance and documentation.

(d) ***Conduit User Responsibilities.*** Since the Conduit User for each Conduit Tax-Advantaged Bond issue is primarily responsible for the expenditure and investment of its Conduit Tax-Advantaged Bonds and the use of the Financed Assets and the Project Facility, this Compliance Policy provides that the Conduit User will assume substantially all obligations related to post-issuance tax compliance for Conduit Tax-Advantaged Bonds issued for its benefit. The provisions of this Compliance Policy related to Conduit Tax-Advantaged Bonds are set forth in **Articles VI and VII**.

(e) ***Scope of Compliance Procedures; Conflicts.*** These Compliance Procedures applies to all Tax-Advantaged Bonds currently outstanding and **all** Tax-Advantaged Bonds issued in the future. If the provisions of these Compliance Procedures conflict with a Tax Compliance Agreement or any other specific written instructions of Bond Counsel, the terms of the Tax Compliance Agreement or specific written instructions of Bond Counsel will supersede and govern in lieu of these Compliance Procedures. Any exception to these Compliance Procedures required by Bond Counsel as part of a future issue of Tax-Advantaged Bonds will be incorporated in the Tax Compliance Agreement for the future issue. Any requirements imposed on the Issuer in the Tax Compliance Agreement, will be noted by the Bond Compliance Officer and incorporated into the Annual Compliance Checklist.

Section 2.2. Amendments and Publication of Compliance Procedures. These Compliance Procedures may be amended from time-to-time by the Governing Body. Copies of these Compliance Procedures and any amendments will be included in the permanent records of the Issuer.

ARTICLE III

BOND COMPLIANCE OFFICER; TRAINING

Section 3.1. Bond Compliance Officer Duties. The Bond Compliance Officer is responsible for implementing these Compliance Procedures. The Bond Compliance Officer will work with other employees that use the Project Facility to assist in implementing these Compliance Procedures. The Bond Compliance Officer will consult with Bond Counsel, legal counsel to the Issuer, accountants, tax return preparers and other outside experts to the extent necessary to carry out the purposes of these Compliance Procedures. The Bond Compliance Officer will report to the Governing Body as necessary, but at least annually, regarding implementation of these Compliance Procedures and any recommended changes or amendments to these Compliance Procedures.

Section 3.2. Training.

(a) **Training Programs.** When appropriate, the Bond Compliance Officer and/or other employees of the Issuer under the direction of the Bond Compliance Officer will attend training programs offered by the IRS or other industry professionals regarding Tax-Advantaged Bonds that are relevant to the Issuer.

(b) **Change in Bond Compliance Officer.** Any time an individual acting as the Bond Compliance Officer passes the responsibilities for carrying out the provisions of these Compliance Procedures to another individual, the Issuer will ensure the incoming individual acting as Bond Compliance Officer is trained on how to implement the policies and procedures included in these Compliance Procedures to ensure the Issuer's continued compliance with the provisions of these Compliance Procedures and all Tax Compliance Agreements for any outstanding Tax-Advantaged Bond.

ARTICLE IV

GOVERNMENTAL TAX-ADVANTAGED BONDS COMPLIANCE PROCEDURES

Section 4.1. Application. This Article IV applies to all of the Issuer's outstanding Governmental Tax-Advantaged Bonds. These Governmental Tax-Advantaged Bonds are listed on **Exhibit A-1**.

Section 4.2. Prior to Issuance of Governmental Tax-Advantaged Bonds.

(a) **Intent Resolution.** The Governing Body will authorize and approve the issuance of Governmental Tax-Advantaged Bonds. Prior to or as a part of this authorizing resolution or ordinance, the Governing Body may adopt an Intent Resolution.

(b) **Directions to Bond Counsel.** The Bond Compliance Officer will provide a copy of these Compliance Procedures to Bond Counsel with directions for Bond Counsel to structure the documentation and procedural steps taken prior to issuing the Governmental Tax-Advantaged Bonds so that they

conform to the requirements of these Compliance Procedures, except to the extent Bond Counsel determines that different procedures are required. The Bond Compliance Officer will consult with Bond Counsel so that appropriate provisions are made to fund or reimburse the Issuer's costs and expenses incurred to implement these Compliance Procedures.

(c) ***Tax Compliance Agreement.*** Each Governmental Tax-Advantaged Bond issue will include a Tax Compliance Agreement signed by the Bond Compliance Officer or his/her designee. The Tax Compliance Agreement will (1) describe the Project Facility and the anticipated Financed Assets, (2) identify all Bond Restricted Funds and provide for arbitrage and rebate compliance, (3) for new money financings – require a Final Written Allocation, and (4) contain a form of the Annual Compliance Checklist for the Governmental Tax-Advantaged Bond issue. The Bond Compliance Officer will confer with Bond Counsel and the Issuer's counsel regarding the meaning and scope of each representation and covenant contained in the Tax Compliance Agreement.

(d) ***Preliminary Cost Allocations.*** The Bond Compliance Officer in consultation with Bond Counsel, will prepare a preliminary cost allocation plan for the Project Facility. The preliminary cost allocation plan will identify the assets and expected costs for the Project Facility, and, when necessary, will break-out the portions of Costs that the Issuer expects to finance with Governmental Tax-Advantaged Bonds (the "Financed Assets") from the portions expected to be financed from other sources.

(e) ***Tax Review with Bond Counsel.*** Prior to the sale of the Governmental Tax-Advantaged Bonds, the Bond Compliance Officer and Bond Counsel will review these Compliance Procedures together with the draft Tax Compliance Agreement to ensure that any tax compliance issues in the new financing are adequately addressed by these Compliance Procedures and/or the Tax Compliance Agreement. In the event Bond Counsel determines that these Compliance Procedures conflicts with, or must be supplemented to account for special issues or requirements for the Governmental Tax-Advantaged Bonds, the Bond Compliance Officer will ask Bond Counsel to include the written modifications or additions in the final Tax Compliance Agreement. The Bond Compliance Officer will request Bond Counsel to prepare a form of Annual Compliance Checklist for use in monitoring the ongoing compliance requirements for the Governmental Tax-Advantaged Bond issue.

Section 4.3. Accounting and Recordkeeping.

(a) ***Accounting for New Money Projects.*** The Bond Compliance Officer will be responsible for accounting for the investment and allocation of proceeds of the Governmental Tax-Advantaged Bonds. The Bond Compliance Officer will establish separate accounts or subaccounts to record expenditures for Costs of the Project Facility. Where appropriate, the Bond Compliance Officer may use accounts established as part of the Issuer's financial records for this purpose. In recording Costs for the Project Facility, the Bond Compliance Officer will ensure that the accounting system will include the following information: (1) identity of person or business paid, along with any other available narrative description of the purpose for the payment, (2) date of payment, (3) amount paid, and (4) invoice number or other identifying reference.

(b) ***Accounting for Refunded Bonds and Related Refunded Bond Accounts.*** For Governmental Tax-Advantaged Bonds that refund prior issues, the Tax Compliance Agreement will set out special accounting and allocation procedures for the proceeds of the financing, and if necessary proceeds of the refinanced debt.

(c) ***Tax-Advantaged Bond File.*** The Bond Compliance Officer will be responsible for assembling and maintaining the Governmental Tax-Advantaged Bond File.

Section 4.4. Final Allocation of Bond Proceeds.

(a) ***Bond Compliance Officer Responsible for Preparation of Final Written Allocation; Timing.*** The Bond Compliance Officer is responsible for making a written allocation of proceeds to expenditures and the identification of Financed Assets. This process will be memorialized in the Final Written Allocation. For a new money financing, the Bond Compliance Officer will commence this process as of the earliest of: (1) the requisition of all Governmental Tax-Advantaged Bond proceeds from any segregated Governmental Tax-Advantaged Bond funded account; (2) the date the Project Facility has been substantially completed; or (3) four and one-half years following the issue date of the Governmental Tax-Advantaged Bonds. For Governmental Tax-Advantaged Bonds issued only to refund a prior issue of Governmental Tax-Advantaged Bonds, the Bond Compliance Officer will prepare and/or document the Final Written Allocation for the Project Facility financed by the refunded Governmental Tax-Advantaged Bonds in accordance with the advice of Bond Counsel and include it in the Tax Compliance Agreement.

(b) ***Contents and Procedure.*** The Bond Compliance Officer will consult the Tax Compliance Agreement and, if necessary, contact Bond Counsel to seek advice regarding any special allocation of Governmental Tax-Advantaged Bond proceeds and other money of the Issuer to the Costs of the Project Facility. If no special allocation is required or recommended, the Bond Compliance Officer will allocate Costs of the Project Facility to the proceeds of the Governmental Tax-Advantaged Bonds in accordance with the Issuer's accounting records. Each Final Written Allocation will contain the following: (1) a reconciliation of the actual sources and uses to Costs of the Project Facility; (2) the percentage of the cost of the Project Facility financed with proceeds of the Governmental Tax-Advantaged Bonds (sale proceeds plus any investment earnings on those sale proceeds); (3) the Project Facility's Placed in Service date; (4) the estimated economic useful life of the Project Facility; and (5) any special procedures to be followed in completing the Annual Compliance Checklist (e.g., limiting the Annual Compliance Checklist to specific areas of the Project Facility that the Final Written Allocation or the Tax Compliance Agreement treats as having been financed by Governmental Tax-Advantaged Bonds).

(c) ***Finalize Annual Compliance Checklist.*** As part of the preparation of the Final Written Allocation, the Bond Compliance Officer will update the draft Annual Compliance Checklist contained in the Tax Compliance Agreement. The Bond Compliance Officer will include reminders for all subsequent arbitrage rebate computations required for the Governmental Tax-Advantaged Bonds in the Annual Compliance Checklist.

(d) ***Review of Final Written Allocation and Annual Compliance Checklist.*** Each Final Written Allocation and Annual Compliance Checklist will be reviewed by legal counsel to the Issuer or Bond Counsel for sufficiency and compliance with the Tax Compliance Agreement and these Compliance Procedures. Following the completion of the review, the Bond Compliance Officer will execute the Final Written Allocation.

Section 4.5. Annual Compliance Checklist.

(a) ***General.*** An Annual Compliance Checklist will be completed for Governmental Tax-Advantaged Bonds by the Bond Compliance Officer each year following completion of the Final Written Allocation. Each Annual Compliance Checklist will be designed and completed for the purpose of identifying potential noncompliance with the terms of the Tax Compliance Agreement or these Compliance Procedures and obtaining documents (such as investment records, arbitrage calculations, or other documentation for the Project Facility) that are required to be incorporated in the Governmental Tax-Advantaged Bond File.

(b) **Potential Non-Compliance.** The Bond Compliance Officer will refer any responses indicating a violation of the terms of the Tax Compliance Agreement to legal counsel to the Issuer or Bond Counsel and, if recommended by counsel, will follow the procedure set out in **Section 4.7** to remediate the non-compliance.

Section 4.6. Arbitrage and Rebate Compliance. The Bond Compliance Officer will monitor the investment of Bond Restricted Funds for Governmental Tax-Advantaged Bonds and provide investment records to the Rebate Analyst on a timely basis. The Bond Compliance Officer will follow the directions of the Rebate Analyst with respect to the preparation of and the timing of rebate or yield reduction computations.

Section 4.7. Correcting Prior Deficiencies in Compliance. In the event the Bond Compliance Officer determines any deficiency in compliance with a Tax Compliance Agreement for an outstanding Governmental Tax-Advantaged Bond listed on **Exhibit A-1**, the Bond Compliance Officer will follow the procedures described in Treasury Regulations or the Tax-Exempt Bonds Voluntary Closing Agreement Program (VCAP) to remediate the noncompliance. If remediation of the noncompliance requires the Issuer to submit a request under VCAP, the Bond Compliance Officer will undertake this step only after reporting the violation to the Governing Body and obtaining its approval.

ARTICLE V

CONTINUING DISCLOSURE – GOVERNMENTAL BONDS

Section 5.1. General. The Bond Compliance Officer acknowledges that the Issuer has entered into certain Continuing Disclosure Undertakings with respect to Governmental Tax-Advantaged Bonds and other taxable securities issued by the Issuer. This **Article V** applies to Continuing Disclosure Undertakings entered into by the Issuer prior to, on and after the date of these Compliance Procedures.

Section 5.2. Annual Disclosure Filings. For each issuance of Governmental Tax-Advantaged Bonds, the Bond Compliance Officer will review the Continuing Disclosure Undertaking to determine the financial information and operating data required to be included in the Annual Report to be filed by the Issuer with the MSRB on EMMA. The Bond Compliance Officer will cause the Annual Report to be filed with the MSRB on EMMA within the timeframe provided in the Continuing Disclosure Undertaking for the Governmental Tax-Advantaged Bonds.

Section 5.3. Material Event Disclosure Filings. For each outstanding issue of Governmental Tax-Advantaged Bonds, the Bond Compliance Officer will review the Continuing Disclosure Undertaking to determine the “material events” that require prompt notice to be filed with the MSRB. Generally, the occurrence of any of the events listed on **Exhibit C** with respect to the Governmental Tax-Advantaged Bonds represents a “material event.”

After obtaining actual knowledge of the occurrence of any event that the Bond Compliance Officer believes may constitute an event requiring disclosure, the Bond Compliance Officer will contact Bond Counsel to determine if notice of the event is required to be given to the MSRB under the applicable Continuing Disclosure Undertaking. If it is determined that notice should be provided to the MSRB or is required to be provided to the MSRB by the Continuing Disclosure Undertaking, the Bond Compliance Officer will cause the appropriate notice to be filed with the MSRB on EMMA within the applicable time frame set forth in the Continuing Disclosure Undertaking (e.g., 10 business days after the occurrence of the event) or as otherwise advised by Bond Counsel.

ARTICLE VI

CONDUIT TAX-ADVANTAGED BONDS COMPLIANCE PROCEDURES

Section 6.1. Conduit Tax-Advantaged Bonds Covered by Procedures. This Article VI applies to all outstanding Conduit Tax-Advantaged Bonds. These Conduit Tax-Advantaged Bonds are listed on **Exhibit A-2**. The Governing Body reserves the right to charge a fee to administer the Compliance Procedures as they relate to Conduit Tax-Advantaged Bonds.

Section 6.2. Prior to Issuance of Conduit Tax-Advantaged Bonds.

(a) ***Intent Resolution.*** The Governing Body will authorize and approve the issuance of Conduit Tax-Advantaged Bonds. Prior to or as a part of this authorizing resolution or ordinance, the Governing Body may adopt an Intent Resolution. The Bond Compliance Officer will provide the Conduit User with a copy of these Compliance Procedures prior to adoption of the Intent Resolution.

(b) ***Directions to Bond Counsel.*** The Bond Compliance Officer will provide a copy of these Compliance Procedures to Bond Counsel with directions for Bond Counsel to structure the documentation and procedural steps taken prior to issuing the Conduit Tax-Advantaged Bonds so that they conform to the requirements of these Compliance Procedures, except to the extent Bond Counsel determines that different procedures are required. The Bond Compliance Officer will consult with Bond Counsel so that appropriate provisions are made to fund or reimburse the Issuer's costs and expenses incurred to implement these Compliance Procedures. To the extent the Issuer relies on or acts at the direction of the Conduit User, the Tax Compliance Agreement will contain appropriate provision for Issuer indemnification by the Conduit User.

(c) ***Tax Compliance Agreement.*** Each Conduit Tax-Advantaged Bond issue will include a Tax Compliance Agreement signed by the Conduit User Bond Compliance Officer. The Tax Compliance Agreement will (1) describe the Project Facility and the anticipated Financed Assets, (2) identify all Bond Restricted Funds and provide for arbitrage and rebate compliance by the Conduit User, (3) for new money financings – require the Conduit User to complete a Final Written Allocation, and (4) contain a form of the Annual Compliance Checklist for the Conduit Tax-Advantaged Bond issue. The Conduit User Bond Compliance Officer will confer with Bond Counsel, the Bond Compliance Officer and the Issuer's counsel regarding the meaning and scope of each representation and covenant contained in the Tax Compliance Agreement.

(d) ***Preliminary Cost Allocations.*** The Conduit User Bond Compliance Officer, in consultation with Bond Counsel, will prepare a preliminary cost allocation plan for the Project Facility. The preliminary cost allocation plan will identify the assets and expected costs for the Project Facility, and, when necessary, will break-out the portions of Costs that the Conduit User expects to finance with proceeds of Conduit Tax-Advantaged Bonds (the "Financed Assets") from the portions expected to be financed from other sources.

(e) ***Tax Review with Bond Counsel.*** Prior to the sale of the Conduit Tax-Advantaged Bonds, the Bond Compliance Officer, the Conduit User Bond Compliance Officer and Bond Counsel will review these Compliance Procedures together with the draft Tax Compliance Agreement to ensure that any tax compliance issues in the new financing are adequately addressed by these Compliance Procedures and/or the Tax Compliance Agreement. In the event Bond Counsel determines that these Compliance Procedures conflicts with, or must be supplemented to account for special issues or requirements for the Conduit Tax-Advantaged Bonds, the Bond Compliance Officer will ask Bond Counsel to include the

written modifications or additions in the final Tax Compliance Agreement. The Bond Compliance Officer will request Bond Counsel to prepare a form of Annual Compliance Checklist for use in monitoring the ongoing compliance requirements for the Conduit Tax-Advantaged Bond issue.

Section 6.3. Accounting and Recordkeeping.

(a) ***Accounting for New Money Projects.*** The Conduit User Bond Compliance Officer will be responsible for accounting for the investment and allocation of proceeds of the Conduit Tax-Advantaged Bonds. The Conduit User Bond Compliance Officer will establish separate accounts or subaccounts to record expenditures for Costs of the Project Facility. The Conduit User Bond Compliance Officer may use accounts established pursuant to a trust indenture for the Conduit Tax-Advantaged Bonds to assist it in accounting for the investment and expenditure of Conduit Tax-Advantaged Bonds. In recording Costs for the Project Facility, the Conduit User Bond Compliance Officer will ensure that the accounting system will include the following information: (1) identity of person or business paid, along with any other available narrative description of the purpose for the payment; (2) date of payment; (3) amount paid; and (4) invoice number or other identifying reference.

(b) ***Accounting for Refunded Bonds and Related Refunded Bond Accounts.*** For Conduit Tax-Advantaged Bonds that refund prior issues, the Tax Compliance Agreement will set out special accounting and allocation procedures for the proceeds of the financing, and if necessary proceeds of the refinanced debt.

(c) ***Conduit Tax-Advantaged Bond File.*** The Conduit User Bond Compliance Officer will be responsible for assembling and maintaining the Conduit Tax-Advantaged Bond File. Upon request, the Conduit User Bond Compliance Officer will provide copies to the Issuer of items contained in the Conduit Tax-Advantaged Bond File.

Section 6.4. Final Allocation of Bond Proceeds.

(a) ***Conduit User Bond Compliance Officer Responsible for Preparation of Final Written Allocation; Timing.*** The Conduit User Bond Compliance Officer is responsible for making a written allocation of proceeds to expenditures and the identification of Financed Assets. This process will be memorialized in the Final Written Allocation. For a new money financing, the Conduit User Bond Compliance Officer will commence this process as of the earliest of: (1) the requisition of all Conduit Tax-Advantaged Bond proceeds from any segregated Conduit Tax-Advantaged Bond funded account; (2) the date the Project Facility has been substantially completed; or (3) four and one-half years following the issue date of the Conduit Tax-Advantaged Bonds. For Conduit Tax-Advantaged Bonds issued only to refund a prior issue of Conduit Tax-Advantaged Bonds, the Conduit User Bond Compliance Officer will prepare and/or document the Final Written Allocation for the Project Facility financed by the refunded Conduit Tax-Advantaged Bonds in accordance with the advice of Bond Counsel and include it in the Tax Compliance Agreement.

(b) ***Contents and Procedure.*** The Conduit User Bond Compliance Officer will review the Tax Compliance Agreement and, if necessary, contact Bond Counsel to seek advice regarding any special allocation of Conduit Tax-Advantaged Bond proceeds and other money of the Conduit User or Issuer to the Costs of the Project Facility. If no special allocation is required or recommended, the Conduit User Bond Compliance Officer will allocate Costs of the Project Facility to the proceeds of the Conduit Tax-Advantaged Bonds in accordance with the Conduit User's accounting records. Each Final Written Allocation will contain the following: (1) a reconciliation of the actual sources and uses to Costs of the Project Facility; (2) the percentage of the cost of the Project Facility financed with proceeds of the Conduit Tax-Advantaged Bonds (sale proceeds plus any investment earnings on those sale proceeds); (3)

the Project Facility's Placed in Service date; (4) the estimated economic useful life of the Project Facility; and (5) any special procedures to be followed in completing the Annual Compliance Checklist (e.g., limiting the Annual Compliance Checklist to specific areas of the Project Facility that the Final Written Allocation or the Tax Compliance Agreement treats as having been financed by Conduit Tax-Advantaged Bonds).

(c) ***Finalize Annual Compliance Checklist.*** As part of the preparation of the Final Written Allocation, the Conduit User Bond Compliance Officer will update the draft Annual Compliance Checklist contained in the Tax Compliance Agreement. The Conduit User Bond Compliance Officer will include reminders for all subsequent arbitrage rebate computations required for the Conduit Tax-Advantaged Bonds in the Annual Compliance Checklist.

(d) ***Review of Final Written Allocation and Annual Compliance Checklist.*** Each Final Written Allocation and Annual Compliance Checklist will be reviewed by legal counsel to the Conduit User or Bond Counsel for sufficiency and compliance with the Tax Compliance Agreement and these Compliance Procedures. Following the completion of the review, the Conduit User Bond Compliance Officer will execute the Final Written Allocation and provide a copy to the Bond Compliance Officer and the Trustee for the Conduit Tax-Advantaged Bonds.

(e) ***Conduit User Certification of Compliance.*** The Conduit User Bond Compliance Officer will annually certify in writing to the Issuer, Trustee, or other party nominated by the Issuer completion of its responsibilities under this **Section 6.4**. Where possible, the Conduit User Bond Compliance Officer will combine this certification request with other disclosures the Conduit User regularly provides to the Trustee (such as ongoing continuing disclosure). Certifications completed by the Conduit User will be retained by the Bond Compliance Officer.

Section 6.5. Annual Compliance Checklist.

(a) ***General.*** An Annual Compliance Checklist will be completed for Conduit Tax-Advantaged Bonds by the Conduit User Bond Compliance Officer each year following completion of the Final Written Allocation. Each Annual Compliance Checklist will be designed and completed for the purpose of identifying potential noncompliance with the terms of the Tax Compliance Agreement or these Compliance Procedures and obtaining documents (such as investment records, arbitrage calculations, or other documentation for the Project Facility) that are required to be incorporated in the Conduit Tax-Advantaged Bond File.

(b) ***Potential Non-Compliance.*** The Conduit User Bond Compliance Officer will refer any responses indicating a violation of the terms of the Tax Compliance Agreement to legal counsel to the Conduit User or Bond Counsel and, if recommended by counsel, will follow the procedure set out in **Section 6.7** to remediate the non-compliance.

Section 6.6. Arbitrage and Rebate Compliance. The Conduit User Bond Compliance Officer will monitor the investment of Bond Restricted Funds and provide investment records to the Rebate Analyst on a timely basis. The Conduit User Bond Compliance Officer will follow the directions of the Rebate Analyst with respect to the preparation of and the timing of rebate or yield reduction computations.

Section 6.7. Correcting Prior Deficiencies in Compliance. In the event a Conduit User informs the Bond Compliance Officer of a deficiency in compliance with a Tax Compliance Agreement for an outstanding Conduit Tax-Advantaged Bond listed on **Exhibit A-2**, the Bond Compliance Officer will direct the Conduit User to follow the procedures described in Treasury Regulations or the Tax-

Exempt Bonds Voluntary Closing Agreement Program (VCAP) to remediate the noncompliance. If remediation of the noncompliance requires the Issuer to submit a request under VCAP, the Bond Compliance Officer will undertake this step only after reporting the violation to the Governing Body and obtaining its approval.

ARTICLE VII

CONTINUING DISCLOSURE - CONDUIT BONDS

Section 7.1. General. Certain Conduit Users have entered into Continuing Disclosure Undertakings with respect to certain Conduit Bonds issued by the Issuer for the benefit of Conduit Users. This **Article VII** applies to Continuing Disclosure Undertakings entered into by Conduit Users prior to, on and after the date of these Compliance Procedures.

Section 7.2. Annual and Quarterly Disclosure Filings. For each issuance of Conduit Tax-Advantaged Bonds, the Conduit User Bond Compliance Officer will review the Continuing Disclosure Undertaking (if any) to determine the financial information and operating data required to be included in the Annual Report and Quarterly Reports, if any, to be filed by the Conduit User with the MSRB on EMMA. The Conduit User Bond Compliance Officer will cause the Annual Report to be filed with the MSRB on EMMA within the timeframe provided in the Continuing Disclosure Undertaking for the Tax-Advantaged Bonds.

Section 7.3. Material Event Disclosure Filings. For each outstanding issue of Conduit Bonds, the Conduit User Bond Compliance Officer will review the Continuing Disclosure Undertaking (if any) to determine the “material events” that require prompt notice to be filed with the MSRB. Generally, the occurrence of any of the following events listed on **Exhibit C** with respect to the Tax-Advantaged Bonds represents a “material event:”

Generally, a Continuing Disclosure Undertaking for a Tax-Advantaged Bond issue will require that after obtaining actual knowledge of the occurrence of any material event, the Conduit User will, after consultation with Bond Counsel, cause the appropriate notice to be filed with the MSRB on EMMA within the applicable time frame set forth in the Continuing Disclosure Undertaking (e.g., 10 business days after the occurrence of the event) or as otherwise advised by Bond Counsel.

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CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Tax and Securities Compliance Procedures adopted by the Governing Body of the City of Pittsburg, Kansas on April 28, 2020 as the same appears of record in my office.

DATED: April 28, 2020.

Clerk

EXHIBIT A-1

LIST OF OUTSTANDING GOVERNMENTAL TAX-ADVANTAGED BONDS (as of April 28, 2020)

GENERAL OBLIGATION BONDS

| Description of <u>Indebtedness</u> | Date of <u>Indebtedness</u> | Final <u>Maturity</u> | Original Principal <u>Amount</u> |
|---|--|----------------------------------|---|
| General Obligation Bonds, Series 2012 | 06/28/2012 | 09/01/2022 | \$ 855,000 |
| General Obligation Bonds, Series 2013 | 07/11/2013 | 04/01/2023 | 1,420,000 |
| General Obligation Bonds, Series 2014 | 06/26/2014 | 09/01/2025 | 5,005,000 |
| General Obligation Bonds, Series 2015 | 06/18/2015 | 09/01/2030 | 6,370,000 |
| General Obligation Bonds, Series 2016A | 10/20/2016 | 09/01/2031 | 5,000,000 |
| General Obligation Bonds, Series 2019A | 02/07/2019 | 09/01/2029 | 2,100,000 |

GOVERNMENTAL REVENUE BONDS

| Description of <u>Indebtedness</u> | Date of <u>Indebtedness</u> | Final <u>Maturity</u> | Original Principal <u>Amount</u> |
|---|--|----------------------------------|---|
| Special Obligation Revenue Bonds, Series 2006 | 03/22/06 | 04/01/2027 | \$1,395,000 |
| Special Obligation Revenue Bonds, Series 2006 | 03/22/06 | 04/01/2024 | 6,310,000 |

TEMPORARY NOTES

| Description of <u>Indebtedness</u> | Date of <u>Indebtedness</u> | Final <u>Maturity</u> | Original Principal <u>Amount</u> |
|--|--|----------------------------------|---|
| General Obligation Temporary Notes, Series 2020-01 | 06/04/2020 | 2021 | \$800,000* |
| *Anticipated to be issued | | | |

LEASE OBLIGATIONS

Various capital leases for fire truck, firefighting equipment, law enforcement data center equipment, backhoes, and dump trucks.

EXHIBIT A-2

LIST OF OUTSTANDING CONDUIT TAX-ADVANTAGED BONDS
(as of April 28, 2020)

REVENUE BONDS

NONE

EXHIBIT B**SAMPLE****ANNUAL COMPLIANCE CHECKLIST FOR GOVERNMENTAL TAX-ADVANTAGED BONDS**

| | |
|---|--|
| Name of tax-advantaged bonds ("Bonds") | |
| financing Financed Asset: | |
| Issue Date of Bonds: | |
| Name of Bond Compliance Officer: | |
| Period covered by request ("Annual Period"): | |

Description of Project Facility

(Note: in lieu of completing the table below, the Issuer may attach a copy of the Preliminary Cost Allocation or Final Written Allocation, as may be updated from time to time)

| Description | Actual Date Placed in Service | Estimated Useful Life | Actual Total Cost | Actual Amount Financed From Bonds |
|-------------|-------------------------------------|--------------------------|----------------------|--|
| | | | | |
| | | | | |

| Item | Question | Response |
|------------------------|--|---|
| 1 Ownership | Was the entire Project Facility owned by the Issuer during the entire Annual Period? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | If answer above was "No," was an Opinion of Bond Counsel obtained prior to the transfer? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | If Yes, include a copy of the Opinion in the Tax-Advantaged Bond File. | |
| | If No, contact Bond Counsel and include description of resolution in the Tax-Advantaged Bond File. | |

| | | |
|--|---|---|
| 2 Leases & Other Rights to Possession | During the Annual Period, was any part of the Project Facility leased at any time pursuant to a lease or similar agreement for more than 50 days? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | If answer above was "Yes," was an Opinion of Bond Counsel obtained prior to entering into the lease or other arrangement? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | If Yes, include a copy of the Opinion in the Tax-Advantaged Bond File. | |
| | If No, contact Bond Counsel and include description of resolution in the Tax-Advantaged Bond File. | |

| Item | Question | Response |
|---|--|---|
| 3 Management or Service Agreements | During the Annual Period, has the management of all or any part of the operations of the Financed Asset (e.g., cafeteria, gift shop, etc.) been assumed by or transferred to another entity? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | If answer above was "Yes," was an Opinion of Bond Counsel obtained prior to entering into the management agreement? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | If Yes, include a copy of the Opinion in the Tax-Advantaged Bond File. | |
| | If No, contact Bond Counsel and include description of resolution in the Tax-Advantaged Bond File. | |
| 4 Other Use | Was any other agreement entered into with an individual or entity that grants special legal rights to the Financed Asset? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | If answer above was "Yes," was an Opinion of Bond Counsel obtained prior to entering into the agreement? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | If Yes, include a copy of the Opinion in the Tax-Advantaged Bond File. | |
| | If No, contact Bond Counsel and include description of resolution in the Tax-Advantaged Bond File. | |
| 5 Arbitrage & Rebate | Have all rebate and yield reduction calculations mandated in the Tax Compliance Agreement been prepared for the current year? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | If No, contact Rebate Analyst and incorporate report or include description of resolution in the Tax-Advantaged Bond File. | |

Bond Compliance Officer: _____

Date Completed: _____

EXHIBIT C

MATERIAL EVENTS

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) modifications to rights of bondholders, if material;
- (8) bond calls, if material, and tender offers;
- (9) defeasances;
- (10) release, substitution or sale of property securing repayment of the Bonds, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar event of the obligated person;
- (13) the consummation of a merger, consolidation, or acquisition involving the obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) appointment of a successor or additional trustee or the change of name of the trustee, if material;
- (15) incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material; and
- (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: CAMERON ALDEN
Director of Public Works

DATE: April 21, 2020

SUBJECT: Memo Agenda Item – April 28, 2020
Engineering Services for East Quincy Street Widening and
Reconstruction
Project No. 19 KA-5593-01

The City has entered into an agreement with KDOT for a cost share of East Quincy Street on January 28, 2020. The project consists of reconstruction of a 3-lane roadway with curb and gutter, an enclosed storm sewer, and sidewalks on each side from Joplin Street to Rouse Street. The City is responsible for the design engineering. After reviewing submittals by the City's on-call engineering firms, the City staff recommends selecting TranSystems with a negotiated not to exceed cost of \$465,000.00. The City will pay for its portion of the project from future note and/or bond financing.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, April 28, 2020. Action necessary will be the approval or disapproval of awarding the design to TranSystems and authorize the Mayor to sign the agreement on behalf of the City of Pittsburg.

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

Attachment: Proposed Agreement with TranSystems

Cc: Tammy Nagel, City Clerk
Project File
Memo File

**AGREEMENT BETWEEN
THE CITY OF PITTSBURG, KANSAS
TRANSYSTEMS CORPORATION
FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made this _____ day of _____, 2020, by and between the City of Pittsburg, Kansas, (hereafter referred to as "CLIENT") and **TranSystems Corporation** (hereafter referred to as "TRANSYSTEMS").

Whereas CLIENT intends to design and construct the following described project:

Quincy Street Improvements: Design services for widening Quincy Street from Joplin Street to Quincy Street, include the Rouse Street Intersection.

Whereas CLIENT desires to engage TRANSYSTEMS to provide and perform certain professional services in connection with the Project and TRANSYSTEMS desires to provide and perform said professional services, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and their mutual covenants hereinafter set forth, CLIENT and TRANSYSTEMS agree as follows:

**SECTION 1
BASIC SERVICES OF TRANSYSTEMS**

Section 1.1 Basic Services. In connection with the Project, TRANSYSTEMS shall provide for CLIENT the professional services and perform, furnish or obtain from others the work and services expressly described in, referred to and limited to those set forth in Exhibit A, attached hereto and incorporated herein by reference (collectively the "Basic Services"). TRANSYSTEMS shall provide the Basic Services for CLIENT in all phases of the Project to which this Agreement applies, all as more particularly set forth in Exhibit A.

Section 1.2 TRANSYSTEMS' Duties. In addition to the general duties, obligations and responsibilities set forth elsewhere in this Agreement, the specific duties and responsibilities of TRANSYSTEMS in performing the Basic Services under this Agreement are set forth in Exhibit A. In addition to the specific duties and responsibilities of TranSystems in performing the basic services under this Agreement as set forth in Exhibit A, the following specific provisions shall apply to TranSystems' duties.

SECTION 2 ADDITIONAL SERVICES OF TRANSYSTEMS

Section 2.1. Additional Services. All expenses for the scope of work contained in Exhibit A are included in the proposed fee for basic services. In connection with the Project, TRANSYSTEMS may be called on to perform, provide, furnish or obtain from others services or work which are not part of, or are in addition to, the Basic Services ("Additional Services"). If authorized in writing by CLIENT and agreed to by TRANSYSTEMS, TRANSYSTEMS shall perform, provide, furnish or obtain from others the agreed upon Additional Services. TRANSYSTEMS shall not be obligated to perform, provide, furnish or obtain any Additional Services without the prior written authorization of CLIENT. Except to the extent expressly provided otherwise in Exhibit A or as otherwise agreed in writing by the parties hereto, compensation to TRANSYSTEMS for Additional Services will be paid for by CLIENT as indicated in Section 5.

Additional Services may be any service or work not included as part of the Basic Services and may include, but are not limited to, services or work in connection with environmental or funding assistance, investigations not specifically required herein, services resulting from changes in the scope, extent or character of the project providing renderings or computer models, services to develop alternate bids or sequencing of work, outside CONSULTANT services not specifically required herein, out-of-town travel, and preparing to serve or serving as a CONSULTANT or witness in any litigation, arbitration or other legal or administrative proceeding. "Basic Services" and "Additional Services" are sometimes collectively referred to herein as "Services".

Section 2.2 Changes in the Services.

Section 2.2.1 Agreed Upon Changes in the Services. It is the desire of the parties to keep changes in the Scope of Services at a minimum, but the parties recognize that such changes may become necessary and agree that CLIENT may initiate deletions, modifications or changes to the Services by advising TRANSYSTEMS in writing of the change believed to be necessary. As soon thereafter as practicable, TRANSYSTEMS shall prepare a cost estimate of the change and shall inform CLIENT of the adjustment in the compensation due TRANSYSTEMS under Section 5 hereof ("TRANSYSTEMS' Compensation") and/or the Completion Date set forth in Section 4 hereof, if any, applicable to such requested change. CLIENT shall then advise TRANSYSTEMS in writing of its approval or disapproval of the change. If CLIENT approves the change, a written contract amendment shall be executed by both parties and TRANSYSTEMS shall perform the Services as changed and the adjustment in TRANSYSTEMS' Compensation and/or the Completion Date set forth in the executed contract amendment shall become effective. TRANSYSTEMS may initiate changes in the Services by advising CLIENT in writing that in its opinion a change is necessary. If CLIENT approves, it shall so advise TRANSYSTEMS and, thereafter, the change shall be handled as if initiated by CLIENT. If a change is not approved, or if a written contract amendment is not executed, by both CLIENT and TRANSYSTEMS, the change shall not become effective and TRANSYSTEMS shall not be obligated to perform the change.

Section 2.2.2 Constructive Changes and Other Additional Costs. In the event of (1) the CLIENT's addition to, modification or change of or deletion from the Services to be performed by TRANSYSTEMS (other than additions, modifications, changes or deletions handled through the provisions of Section 2.1 or Section 2.2.1 above); (2) a request for or approval from CLIENT of performance of Services in excess of TRANSYSTEMS' standard work day or work week or such shorter times as are provided by applicable collective bargaining agreements, or on a holiday customarily observed by TRANSYSTEMS; (3) the discovery of any subsurface or other conditions, which differ materially from those shown in or reasonably inferable from the documents or other information on which this Agreement is based and/or those

ordinarily encountered and generally recognized as inherent in the locality of the Project; (4) a modification of applicable law by which TRANSYSTEMS is required to pay increased or additional taxes, government-regulated transportation costs, insurance or other amounts which are not required as of the date of this Agreement; (5) delay, suspension of, acceleration of or interference with, TRANSYSTEMS' performance of the Services by CLIENT or by any other person or entity including, but not limited to national, state or local governments; (6) wage, benefit or payroll tax increases due to governmental action or area agreements; (7) modification to or delay in furnishing design criteria or other information supplied by any person or entity, other than TRANSYSTEMS, if TRANSYSTEMS' performance of the Services under this Agreement depends upon such criteria or information; and/or (8) any other increase in TRANSYSTEMS' costs, or the time required for completion of the Services due to "Force Majeure Event" as set forth in Section 4 hereof, a change in applicable law or any other cause beyond TRANSYSTEMS' reasonable control, then the TRANSYSTEMS' Compensation and/or the Completion Date, if any, shall be equitably adjusted and TRANSYSTEMS shall be paid, and TRANSYSTEMS' Compensation shall be adjusted by, an amount equal to the additional costs to TRANSYSTEMS resulting therefrom.

SECTION 3 CLIENT'S RESPONSIBILITIES

CLIENT shall do the following in a timely manner so as not to delay the performance of the Services by TRANSYSTEMS:

Section 3.1 Client Representative. Designate a person to act as CLIENT's representative with respect to the Services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define CLIENT'S policies and decisions with respect to TRANSYSTEMS' Services for the Project.

Section 3.2 Project Information. Provide all criteria, all available information pertinent to the Project, and full information as to CLIENT'S requirements for the Project. CLIENT agrees that TRANSYSTEMS shall be entitled to rely upon the accuracy and completeness of all such information.

Section 3.3 Project Access. Arrange for access to and make all provisions for TRANSYSTEMS to enter upon public and private property as required for TRANSYSTEMS to perform services under this Agreement. All such access shall be provided without condition or restriction unacceptable to TRANSYSTEMS nor shall TRANSYSTEMS be required to indemnify or insure any third party as a condition to such access.

Section 3.4 Client Participation. Examine all studies, reports, sketches, drawings, specification, proposals, and other documents presented by TRANSYSTEMS, obtain advice of an attorney, insurance counselor and other CONSULTANT as CLIENT deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of TRANSYSTEMS.

Section 3.5 Notices. Give prompt written notice to TRANSYSTEMS whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of TRANSYSTEMS' Services, or any defect or non-conformance in the Services by TRANSYSTEMS (or its independent professional associates or CONSULTANTS) or in the work of any contractor or other party performing or providing work or services in connection with the Project.

Section 3.6 Additional Services. When CLIENT deems it necessary or appropriate for Additional Services to be performed in connection with any phase of the Project, CLIENT shall furnish or direct TRANSYSTEMS to provide, Additional Services as stipulated in Section 2 of this Agreement or other services as required.

Section 3.7 Licenses, Permits, etc. Provide TRANSYSTEMS with any necessary governmental allocations or priorities, obtain all permits and licenses required to be taken out in the name of CLIENT which are necessary for the performance of the Services and, except where such permits, processes or licenses are by the terms of Exhibit A the responsibility of TRANSYSTEMS, obtain any permits, processes and other licenses which are required for the Project or the Services.

Section 3.8 Other Duties. Perform any other duties, obligations or responsibilities of the CLIENT set forth elsewhere in this Agreement, including, but not limited to, the obligation to make the payments called for under Section 5 hereof and perform any responsibilities and duties of the Client which may be identified on Exhibit B, if any.

Section 3.9 Defects in Services. The CLIENT shall promptly report to TRANSYSTEMS any defects or suspected defects in TRANSYSTEMS' services of which the CLIENT becomes aware, so that TRANSYSTEMS may take measures to minimize the consequences of such a defect. The CLIENT further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the CLIENT and the CLIENT's contractors or subcontractors to notify TRANSYSTEMS shall relieve TRANSYSTEMS of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Section 3.10 Taxes. Pay for and be responsible for all taxes incurred in connection with the Project, regardless of whether such taxes are assessed against CLIENT, TRANSYSTEMS or others.

Section 3.11 Contractor Insurance and Indemnity Requirements. The CLIENT agrees, in any construction contracts in connection with this Project, to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The CLIENT further agrees to require all contractors to have their CGL policies endorsed to name the CLIENT, TRANSYSTEMS and its subconsultants as Additional Insureds and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The CLIENT shall require all contractors to furnish to the CLIENT and TRANSYSTEMS certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the CLIENT shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the CLIENT, TRANSYSTEMS and its subconsultants from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors, to the extent caused by the Contractor's wrongful acts, and/or its negligent acts, errors or omissions, or those of persons or entities for which it is legally liable.

Section 3.12 Unauthorized Changes. In the event the CLIENT, the CLIENT's contractors or subcontractors, or anyone for whom the CLIENT is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by TRANSYSTEMS without obtaining TRANSYSTEMS's prior written consent, the CLIENT shall assume full responsibility for the results of such changes. therefore the CLIENT agrees to waive any claim against TRANSYSTEMS and to release TRANSYSTEMS from any liability arising directly or indirectly from such changes.

In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless TRANSYSTEMS from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes.

In addition, the CLIENT agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractors of any tier from making any changes or modifications to TRANSYSTEMS' construction documents without the prior written approval of TRANSYSTEMS and that further requires the Contractor to indemnify both TRANSYSTEMS and the CLIENT from any liability or cost arising from such changes made without such proper authorization.

Section 3.13 Construction Management. If the CLIENT elects to employ a construction manager, the CLIENT will promptly notify TRANSYSTEMS of the duties, responsibilities and authority of the construction manager and their relationship to the duties, responsibilities and authority of TRANSYSTEMS.

If the employment of such construction manager by the CLIENT results in additional time or expense to TRANSYSTEMS to prepare for, coordinate with or respond to the construction manager, TRANSYSTEMS shall be entitled to an equitable adjustment in fees and time for performance of these services.

Section 3.14 Costs. Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4

PERIODS OF SERVICE, COMPLETION DATE, FORCE MAJEURE

Section 4.1 Period of Service. The provisions of this Section 4 and the various rates of compensation for TRANSYSTEMS' Services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project. TRANSYSTEMS' obligation to render Basic Services hereunder will extend for a period which may reasonably be required for the Project including any Additional Services, extra or changed work and required extensions thereto.

Section 4.2 Completion Date. TRANSYSTEMS agrees to complete the Basic Services in accordance with *the following schedule:*

| | |
|-----------------------|-------------------|
| Conceptual Design | July 31, 2020 |
| Field Check Complete | January 15, 2021 |
| Office Check Complete | May 7, 2021 |
| ROW/Utilities | August 13, 2021 |
| Final Check Complete | July 30, 2021 |
| PSE Submitted | August 27, 2021 |
| Bid Letting | December 15, 2021 |

If the Completion Date is exceeded through no fault of TRANSYSTEMS, all rates, measures and compensation provided herein shall be subject to equitable adjustment. The Completion Date (and TRANSYSTEMS' obligation to complete the Basic Services by such date) is subject to reasonable extensions for the performance of Additional Services, Constructive Changes or other extra work and is subject to reasonable extensions for a Force Majeure Event.

Section 4.3 Timeliness of Performance. The CLIENT and TRANSYSTEMS are aware that many factors outside TRANSYSTEMS' control may affect TRANSYSTEMS' ability to complete the services to be provided under this Agreement. TRANSYSTEMS will perform these services with reasonable diligence and expediency consistent with sound professional practices.

Section 4.4 Notice of Delay. If TRANSYSTEMS becomes aware of delays due to time allowances for review and approval being exceeded, delay by the Contractor, the CLIENT, TRANSYSTEMS or any other cause beyond the control of TRANSYSTEMS, which will result in the schedule for performance of TRANSYSTEMS' services not being met, TRANSYSTEMS shall promptly notify the CLIENT. If the CLIENT becomes aware of any delays or other causes that will affect TRANSYSTEMS' schedule, the Client shall promptly notify TRANSYSTEMS. In either event, TRANSYSTEMS' schedule for performance of its services shall be equitably adjusted.

Section 4.5 Force Majeure. For purposes hereof, a "Force Majeure Event" shall mean the occurrence of a failure or delay due to circumstances beyond TRANSYSTEMS' control including, without limitation, acts of God, acts of a public enemy, fires, floods, earthquakes, wars, civil disturbances, sabotage, accidents, insurrection, blockages, embargoes, storms, explosions, catastrophes, epidemics, damage to the Project, lack of access to Project, unavailable utilities and power, water, labor disputes, CLIENT's failure to timely perform its obligations under this Agreement or other causes beyond TRANSYSTEMS' control.

SECTION 5 TRANSYSTEMS' COMPENSATION

Section 5.1 Compensation for Services and Expenses of TRANSYSTEMS in connection with Basic Services

Section 5.1.1 For Basic Services. As compensation for the performance of the Basic Services rendered by TRANSYSTEMS under Section 1, CLIENT shall pay TRANSYSTEMS, in accordance with the provisions of Section 5.4, as follows: **TRANSYSTEMS agrees to be compensated for Basic Services on a time and material basis, with time being charged at hourly rates, with the maximum fee being \$465,000.00.**

Section 5.2 Compensation for Services and Expenses of TRANSYSTEMS in connection with Additional Services

Section 5.2.1 For Additional Services. As compensation for the performance of the Additional Services rendered by TRANSYSTEMS under Section 2, CLIENT shall pay TRANSYSTEMS, in accordance with the provisions of Section 5.4, as follows:

Additional Services of TRANSYSTEMS principals and employees engaged directly on the Project and rendered pursuant to Section 2, on the basis of TRANSYSTEMS' Schedule of Rates and Expenses then in effect.

Section 5.2.2 For Reimbursable Expenses in connection with Additional Services. In addition to payments provided for in paragraph 5.2.1., CLIENT shall pay TRANSYSTEMS for all Reimbursable Expenses incurred in connection with all Additional Services at the rates or in amounts set forth on TRANSYSTEMS' Schedule of Rates and Expenses in effect at the time such Additional Services are performed.

Section 5.3 TranSystems' Schedule of Rates and Expenses. TRANSYSTEMS' initial Schedule of Rates and Expenses is attached hereto as Schedule 1. The rates and expense provisions set forth on this initial Schedule of Rates and Expenses shall be the rates and expense provisions in effect from the date of this Agreement until December 31 of this year. TRANSYSTEMS will revise the Schedule of Rates and Expenses annually and will submit the revised Schedule of Rates and Expenses to CLIENT in December of each year that this Agreement is in effect and such revised Schedule of Rates and Expenses shall automatically become effective with regard to this Agreement and the Services performed under this Agreement on January 1st of the next calendar year.

Section 5.4 Monthly Invoices. TRANSYSTEMS shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements will be based upon the amount of time spent and costs and expenses incurred by TRANSYSTEMS during the period covered by each such statement.] CLIENT shall make prompt monthly payments in response to TRANSYSTEMS' monthly statements.

Section 5.5 Other Provisions Concerning Payments.

Section 5.5.1 Interest, Suspension of Services. If CLIENT fails to make any payment due TRANSYSTEMS for services and expenses within thirty (30) days after receipt of TRANSYSTEMS' statement therefor, TRANSYSTEMS shall be entitled interest on the unpaid amounts due TRANSYSTEMS at the lesser of: i) 1.5 % per month; or, ii) the highest rate of interest allowed under applicable law. The entire unpaid balance due TRANSYSTEMS shall bear said rate of interest from the thirtieth day after CLIENT's receipt of TRANSYSTEMS' statement, until the entire unpaid balance has been paid to TRANSYSTEMS. In addition to being entitled to interest, TRANSYSTEMS may, after giving seven (7) days written notice to CLIENT, suspend services under this Agreement until TRANSYSTEMS has been paid in full all amounts due for Services, expenses, and charges.

Section 5.5.2 Payments after Termination by Client. In the event of termination by CLIENT under paragraph 7.1 upon the completion of any phase of the Basic Services, payments due TRANSYSTEMS for all Services rendered and expenses incurred through such phase shall constitute total payment for such Basic Services. In the event of such termination by CLIENT during any phase of the Basic Services, TRANSYSTEMS will be paid for Services rendered and expenses incurred during that phase through the date of termination on the basis of TRANSYSTEMS' Schedule of Rates and Expenses. In the event of any such termination (whether at the completion of a phase or otherwise), TRANSYSTEMS shall also be reimbursed for the charges of independent professional associates and CONSULTANTS employed by TRANSYSTEMS to render Basic Services or Additional Services and all reasonable

demobilization costs incurred by TRANSYSTEMS, including any cancellation charges by independent professional associates, CONSULTANTS and others performing or furnishing Services on the Project through TRANSYSTEMS, and TRANSYSTEMS shall be paid for all Additional Services performed and unpaid Reimbursable Expenses incurred through the date of the termination.

Section 5.5.3 Payments after Termination by TranSystems. In the event of termination by TRANSYSTEMS under paragraph 7.1, TRANSYSTEMS will be paid for all Services rendered and expenses incurred during that phase through the date of termination on the basis of TRANSYSTEMS' Schedule of Rates and Expenses. In addition, TRANSYSTEMS shall also be reimbursed for the charges of independent professional associates and CONSULTANTS employed by TRANSYSTEMS to render Basic Services or Additional Services and all reasonable demobilization costs incurred by TRANSYSTEMS, including any cancellation charges by independent professional associates, CONSULTANTS and others performing or furnishing Services on the Project through TRANSYSTEMS, and TRANSYSTEMS shall be paid for all Additional Services performed and unpaid Reimbursable Expenses incurred through the date of the termination.

Section 5.5.4 Records. Records of TRANSYSTEMS' salary costs pertinent to TRANSYSTEMS' compensation under this Agreement will be kept in accordance with generally accepted accounting practices. If CLIENT desires to have copies of such records, copies will be made available to CLIENT upon CLIENT's request prior to final payment for TRANSYSTEMS' services. TRANSYSTEMS shall be reimbursed the cost of any such copies by CLIENT.

Section 5.5.5 Cost Factors. Whenever a factor is applied to salary costs or other expenses in determining compensation payable to TRANSYSTEMS that factor will be adjusted periodically and equitably to reflect changes in the various elements that comprise such factor. All such adjustments will be in accordance with generally accepted accounting practices as applied on a consistent basis by TRANSYSTEMS and consistent with TRANSYSTEMS' overall compensation practices and procedures.

SECTION 6 OPINIONS OF COST AND SCHEDULE

Section 6.1 Opinions of Cost and Schedule. Since TRANSYSTEMS has no control over the cost of labor, materials, equipment or services furnished by others, or over the resources provided by others to meet construction or other Project schedules, or over the methods of others in determining prices, or over competitive bidding or market conditions, TRANSYSTEMS' opinions of probable costs (including probable Total Project Costs and Construction Cost) and of Project schedules shall be made on the basis of TRANSYSTEMS' experience and qualifications and represent TRANSYSTEMS' best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but TRANSYSTEMS cannot and does not guarantee that proposals, bids or actual Project costs (including Total Project Costs or Construction Costs) will not vary from opinions of probable cost prepared by TRANSYSTEMS or that actual schedules will not vary from the projected schedules prepared by TRANSYSTEMS. TRANSYSTEMS makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from TranSystems' opinion of probable construction cost.

SECTION 7 GENERAL CONSIDERATIONS

Section 7.1 Termination. The obligation to provide further services under this Agreement may be terminated by either party upon thirty (30) days written notice to the other party in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

Section 7.1.1 Replacement of TranSystems. If TRANSYSTEMS for any reason is not allowed to complete all the services called for by this Agreement, TRANSYSTEMS shall not be held responsible for the accuracy, completeness or constructability of the construction documents prepared by TRANSYSTEMS if used, changed or completed by the CLIENT or by another party. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless TRANSYSTEMS, its officers, directors, employees and subconsultants (collectively, TRANSYSTEMS) from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from such use, change or completion by any other party of any construction documents prepared by TRANSYSTEMS.

Section 7.2 Reuse of Documents. All documents, drawings, sketches, studies, analysis, information, schedules, estimates, reports and other items prepared or furnished by TRANSYSTEMS (or TRANSYSTEMS' independent professional associates and CONSULTANTS) pursuant to this Agreement, including, but not limited to Drawings and Specifications, are instruments of service in respect of the Project and TRANSYSTEMS shall retain an ownership and property interest therein whether or not the Project is completed. Provided, however, that such documents, drawings, sketches, studies, analysis, information, schedules, estimates, reports and other items are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by TRANSYSTEMS for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to TRANSYSTEMS, or to TRANSYSTEMS' independent professional associates or CONSULTANTS, and CLIENT does hereby, to the fullest extent permitted by law, indemnify and hold harmless TRANSYSTEMS, TRANSYSTEMS' officers, employees and agents and TRANSYSTEMS' independent professional associates and CONSULTANTS from all claims, suits, demands, damages, liabilities, losses, expenses and costs, including but not limited to reasonable attorney's fees and other costs of defense, arising out of or resulting therefrom. The provisions of this Section 7.2 shall survive the termination of this Agreement.

Section 7.3 Delivery of Electronic Files. In the event that CLIENT requests any electronic deliverables under this agreement, TRANSYSTEMS and CLIENT shall execute a separate CADD agreement. Otherwise, in accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by TRANSYSTEMS, the CLIENT agrees that all such electronic files are instruments of service of TRANSYSTEMS, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

The CLIENT agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The CLIENT agrees not to transfer these electronic files to others without the prior written consent of TRANSYSTEMS. The CLIENT further agrees to waive all claims against TRANSYSTEMS resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than TRANSYSTEMS.

Electronic files furnished by either party shall be subject to an acceptance period of sixty (60) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by TRANSYSTEMS and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless TRANSYSTEMS, its officers, directors, and employees (collectively, TRANSYSTEMS) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than TRANSYSTEMS or from any reuse of the electronic files without the prior written consent of TRANSYSTEMS.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by TRANSYSTEMS, and TRANSYSTEMS makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall TRANSYSTEMS be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

Section 7.4 Standard of Practice, Warranties. Services performed by the TRANSYSTEMS under this Agreement will be conducted in a manner consistent with the level of care, diligence and skill ordinarily possessed and exercised by members of the profession currently practicing in the same locality under similar conditions. Except as expressly set forth above, no other representations, expressed or implied, and no warranty or guarantee, express or implied, is included in this Agreement, or in any document, drawing, sketch, study, analysis, schedule, estimate, report, opinion, specification and other item prepared or furnished by TRANSYSTEMS (or TRANSYSTEMS' independent professional associates and TRANSYSTEMSs) pursuant to this Agreement.

Section 7.5 Limitation of Responsibility, Job Site Safety/Techniques. Neither the professional activities of TRANSYSTEMS, nor the presence of TRANSYSTEMS or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. TRANSYSTEMS and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The CLIENT agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent

shall be carried out in the Client's contract with the General Contractor. The CLIENT also agrees that the CLIENT, TRANSYSTEMS and the TRANSYSTEMS' subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance. In addition, TranSystems shall not be responsible for (i) the failure of any other project party to fulfill their respective contractual responsibilities and obligations to client or to comply with Federal, State or local laws, rules, regulations or codes; (ii) for the schedules of any of the other project parties or the failure of any of the other project parties to carry out their work in accordance with their respective agreements. TranSystems shall not have control over or charge of and shall not be responsible for acts or omissions of the other project parties, or their agents or employees, or of any other persons performing portions of the work on the project.

Section 7.6 Insurance.

Section 7.6.1 TranSystems Insurance. TRANSYSTEMS shall maintain throughout the duration of this Agreement insurance in the following amounts and will, upon request of the CLIENT furnish a copy of certification thereof:

- (a) Worker's Compensation and Employer's Liability
 Worker's Compensation Statutory
 Employer's Liability
 \$500,000/\$500,000/\$500,000
- (b) Comprehensive Automobile Liability
 \$1,000,000 combined single limit Bodily Injury and Property Damage
- (c) Comprehensive General Liability
 \$1,000,000 - per occurrence
 \$2,000,000 - annual aggregate
 \$2,000,000 - product / completed operations per occurrence
 \$1,000,000 - personal injury / advertising liability
- (d) Umbrella/Excess Liability
 \$1,000,000 - per occurrence
 \$1,000,000 - annual aggregate
- (e) Professional Liability Insurance in an amount of \$1,000,000 per claim and \$2,000,000 annual aggregate.

Section 7.6.2 Client Insurance. If, pursuant to the provisions of Exhibit B, CLIENT is required to obtain certain insurance coverages, CLIENT agrees to obtain and maintain throughout the duration of this Agreement (or, as applicable, cause its contractors to obtain and maintain) such insurance in the coverages and the amounts specified on Exhibit B. CLIENT will furnish TRANSYSTEMS with a copy of certification of such insurance. TRANSYSTEMS' interests shall be covered under any such insurance coverage.

Section 7.7 Liability and Indemnification.

Section 7.7.1 General. Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the Project, and TRANSYSTEMS' Compensation for the performance of the Services, and in consideration of the promises contained in this Agreement, CLIENT and TRANSYSTEMS agree to allocate and limit such liabilities in accordance with the provisions of this Section 7.7.

Section 7.7.2 TranSystems Indemnification.

TRANSYSTEMS agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by TRANSYSTEMS' negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom TRANSYSTEMS is legally liable. TRANSYSTEMS is not obligated to indemnify the CLIENT in any manner whatsoever for the CLIENT'S own negligence.

Section 7.7.3 Client Indemnification. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold TRANSYSTEMS harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by the CLIENT'S negligent acts, errors or omissions and those of its contractors, subcontractors or consultants or anyone for whom the CLIENT is legally liable, and arising from the project that is the subject of this Agreement. The CLIENT is not obligated to indemnify TRANSYSTEMS in any manner whatsoever for TRANSYSTEMS' own negligence.

Section 7.7.4 Contractors Indemnification. CLIENT agrees to cause each of its other contractors on the Project to include an indemnification provision in CLIENT's contract with each such contractor that indemnifies and holds harmless TRANSYSTEMS and any of its officers or employees from all loss, damage, cost or expense to the extent caused by such contractors (or its employees or subcontractors) negligence or willful misconduct.

Section 7.7.5 Employee Claims. TRANSYSTEMS shall indemnify CLIENT against any loss, damage, cost or expense arising out of claims by TRANSYSTEMS' employees (unless such claim arises out of or as a result of the negligence of CLIENT, its employees, agents or contractors). CLIENT shall indemnify TRANSYSTEMS against any loss, damage, cost or expense arising out of claims by CLIENT'S employees (unless such claim arises out of or as a result of the negligence of TRANSYSTEMS, its employees, agents or subcontractors).

Section 7.7.6 Consequential Damages. To the fullest extent permitted by law, TRANSYSTEMS shall not, in any event, be liable to CLIENT for any special, indirect, incidental or consequential damages, including, but not limited to, damages from delay, lost distribution, loss of product, loss of use, loss of profits or revenue or increased cost of operation, the cost of capital or the cost of purchased or replacement equipment, systems or power.

Section 7.7.7 Limitation of Liability. To the fullest extent permitted by law, TRANSYSTEMS' and/or its individual principals, directors, officers, employees, agents and servants of the firm total liability to CLIENT for all claims, losses, damages and expenses resulting or arising in any way from the performance of the Services (including TRANSYSTEMS' indemnity obligations hereunder) shall not exceed the total compensation received by TRANSYSTEMS under this Agreement or the limits of any professional liability requirements set forth in Section 7.6.1(e) whichever is less.

Section 7.7.8 Survival. The terms and conditions of this Section 7.7 shall survive the termination of this Agreement and/or the completion of the Services.

Section 7.8 Betterment. In no event will TRANSYSTEMS be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

Section 7.9 Protection From Supplanting Consultant. In consideration of the risks and rewards involved in this Project, the CLIENT agrees, to the maximum extent permitted by law, to indemnify and hold harmless TRANSYSTEMS from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from any negligent acts, errors or omissions by any prior consultants employed by the CLIENT on this project and from any claims of copyright or patent infringement by TRANSYSTEMS arising from the use of any documents prepared or provided by the CLIENT or any prior consultants of the CLIENT. The CLIENT warrants that any documents provided to TRANSYSTEMS by the CLIENT or by the prior consultants may be relied upon as to their accuracy and completeness without independent investigation by the supplanting consultant and that the CLIENT has the right to provide such documents to the supplanting consultant free of any claims of copyright or patent infringement or violation of any other party's rights in intellectual property.

Section 7.10 Use of Logo. CLIENT grants to TRANSYSTEMS during the term of this agreement and thereafter a non-exclusive license to use CLIENT's name and logo in TRANSYSTEMS's marketing materials such as press releases, case study briefs/project summaries, TRANSYSTEMS website or brochures. This license shall be perpetual and irrevocable for such use on all materials distributed and or printed but not yet distributed prior to termination and revocation of said license; said license shall remain in effect unless and until CLIENT shall terminate and revoke the same by giving TRANSYSTEMS 60 days advance written notice thereof whereupon at the end of said 60 days the license shall be deemed terminated.

SECTION 8 SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

Section 8.1 Special Provisions. This Agreement is subject to no special provisions

Section 8.2 Contract Documents. This Agreement consists of this contract document and the following Exhibits and Schedules, which are attached to and made a part of this Agreement:

Exhibit A - Project Description and Basic Services

Schedule 1 - TRANSYSTEMS' Schedule of Rates and Expenses

Section 8.3 Entire Agreement. This Agreement together with the Exhibits and Schedules identified above constitute the entire agreement between CLIENT and TRANSYSTEMS and supersede all prior written or oral understandings. This Agreement and said Exhibits and Schedules may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or TRANSYSTEMS. TRANSYSTEMS' services under this Agreement are being performed solely for the CLIENT'S benefit, and no other party or entity shall have any claim against TRANSYSTEMS because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and TRANSYSTEMS agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

TRANSYSTEMS shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of TRANSYSTEMS, increase the TRANSYSTEMS's contractual or legal obligations or risks, or adversely affect the availability or cost of its professional or general liability insurance.

Section 8.4 Hazardous Materials. Unless otherwise provided in this Agreement, TRANSYSTEMS shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site. However, TRANSYSTEMS shall report to CLIENT the presence and location of any hazardous material which it notices or which an engineer of similar skill and experience should have noticed.

Section 8.5 Attorneys Fees. In the event that either party hereto employs an attorney to enforce any provision of this Agreement or to collect damages for default or breach of this Agreement, or pursue claims in litigation or arbitration, the prevailing party in any such action shall be entitled to recover from the other such attorneys' fees and costs of collection as the prevailing party may expend or incur with respect thereto. In the event that a settlement is reached between the parties before a final decision in any such litigation or arbitration, then neither party shall be entitled to recover its attorneys fees or costs from the other and neither party shall be responsible for the other party's attorney's fees or costs, unless otherwise agreed by the parties.

Section 8.6 Disputes. In the event a dispute arises between TRANSYSTEMS and CLIENT regarding the application or interpretation of any provision of this Agreement, or quality of Services by TRANSYSTEMS, the aggrieved party shall promptly notify the other party to this Agreement of the dispute, but in no event more than 20 days after such dispute arises. If the parties fail to resolve the dispute within 20 days after receipt of such notice, each party shall, within five days thereafter, proceed to non-binding mediation, with each party to bear its own costs and attorneys' fees (except as otherwise provided in Section 8,5 above) and the parties shall share equally in the cost of the mediator. In the event that the mediation is unsuccessful, the aggrieved party may elect to litigate its dispute with the other party. All disputes shall be governed by the laws of the State of Kansas and the jurisdiction and venue for litigation between the parties shall be solely and exclusively Crawford County, Kansas.

It is intended by the parties to this Agreement that TRANSYSTEMS' services in connection with the Project shall not subject TRANSYSTEMS' individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against TRANSYSTEMS, an interstate corporation, and not against any of TRANSYSTEMS' individual employees, officers or directors.

Section 8.7 Independent Contractor. TRANSYSTEMS shall be an independent contractor with respect to the Services to be performed hereunder. Neither TRANSYSTEMS, nor its independent professional associates, CONSULTANTS or subcontractors, nor the employees of any of the foregoing, shall be deemed to be the servants, employees or agents of CLIENT.

Section 8.8 Representations and Remedies. TRANSYSTEMS makes no representations, covenants, warranties or guarantees, express or implied, other than those expressly set forth herein. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY EXCLUDED. The parties' rights, liabilities, responsibilities and remedies with respect to the Services, whether in contract or otherwise, shall be exclusively those expressly set forth in this Agreement.

Section 8.9 Assignment, Subcontractors. This Agreement shall not be assignable by either party without the prior written consent of the other party hereto, except that it may be assigned without such consent to the successor of either party, or to a person, firm or corporation acquiring all or substantially all of the business assets of such party or to a wholly owned subsidiary of either party, but such assignment shall not relieve the assigning party of any of its obligations under this Agreement. No assignment of this Agreement shall be valid until this Agreement shall have been assumed by the assignee. This Agreement shall be binding upon and shall inure to the benefit of the TRANSYSTEMS' and CLIENT's respective successors and assigns. Nothing in this Section 8.9 shall prevent or be deemed to prevent TRANSYSTEMS from employing, contracting with or engaging independent professional associates, CONSULTANTS and other subcontractors to perform or assist in the performance of the Services.

Section 8.10 Notices. All notices or communications pertaining to this Agreement shall be in writing and shall be sufficient when mailed or delivered to the address specified below:

If to CLIENT:

Mr. Cameron Alden, PE
Director of Public Works
201 West 4th Street
Pittsburg, Kansas 66762

Attention:

If to TRANSYSTEMS:

Mr. Shawn Turner, PE
Vice President
TranSystems
115 S. Sixth Street
Independence, Ks 67301

Attention:

Nothing in this Section 8.10 shall be construed to restrict the transmission of routine communications between representatives of CLIENT and TRANSYSTEMS.

Section 8.11 Interpretation.

(a) This Agreement shall be governed by and interpreted in accordance with the laws of Kansas.

(b) Headings and titles of sections, paragraphs and other subparts of this Agreement are for convenience of reference only and shall not be considered in interpreting the text of this Agreement. Modifications or amendments to this Agreement must be in writing and executed by duly authorized representatives of each party.

(c) Unless specifically stated to the contrary therein, indemnities against, releases from and limitations on liability expressed in this Agreement shall apply even in the event of the fault, negligence or strict liability of the party indemnified or released or whose liability is limited and shall extend to the officers, directors, employees, agents, licensors and related entities of such party.

(d) In the event that any portion or all of this Agreement is held to be void or unenforceable, the parties agree to negotiate in good faith to reach an equitable agreement which shall effect the intent of the parties as set forth in this Agreement.

Section 8.12 Certificates, Guarantees And Warranties. TRANSYSTEMS shall not be required to sign any documents, no matter by whom requested, that would result in TRANSYSTEMS having to certify, guarantee or warrant the existence of conditions whose existence TRANSYSTEMS cannot ascertain. The Client also agrees not to make resolution of any dispute with TRANSYSTEMS or payment of any amount due to TRANSYSTEMS in any way contingent upon TRANSYSTEMS signing any such certification.

As used herein, the word "certify" shall mean an expression of TRANSYSTEMS' professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee by TRANSYSTEMS.

Section 8.13 Execution of Documents. TRANSYSTEMS shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of TRANSYSTEMS, increase the TRANSYSTEMS' risk or the availability or cost of its professional or general liability insurance.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the _____ day of _____ 2020.

By: _____
City of Pittsburg, Kansas
Printed Name: _____
Title: _____

By: _____
TranSystems Corporation
Printed Name: Shawn Turner
Title: Vice President

EXHIBIT "A"
Scope of Services
East Quincy Street Reconstruction from Joplin to Rouse
Pittsburg, KS

PROJECT UNDERSTANDING

The general project improvements in Pittsburg, Kansas include widening approximately 0.7 miles of East Quincy Street from approximately Joplin Street to Rouse Street from a two-lane roadway to a three-lane roadway (41' width back-to-back of curb) and geometric improvements at the intersection of East Quincy and Rouse Street. The improvements for the roadway shall include construction of full depth 8" concrete paving including curb and gutter, storm sewer, sidewalk, commercial driveways, and traffic signal improvements as needed for the new lane arrangements and to meet ADA and PROWAG standards. The project also includes replacement of the water distribution system, street lighting, and designing for a future Quiet Zone at the existing Kansas City Southern (KCS) railroad crossing.

The approximate project location is illustrated in the shaded area shown in *Figure A*.

FINAL DELIVERABLES

The City will be provided one full size (22" x 36") electronic PDF copy and one half size (11"x17") black line set of final plans and the Engineer's Probable Construction Cost. Project Specific Special Provisions will be written and submitted by TranSystems.

PROJECT TASKS

The project will be conducted in six (6) phases, which are listed below with a brief description for each phase.

| | |
|--|---|
| Phase 100 - Conceptual Design | Survey, Geologic Investigation, & Concept Development |
| Phase 200 - Field Check Plans | Development & Project Analysis |
| Phase 300 - Office Check Plans | Further Refinement of Project & Detail Development |
| Phase 400 - Final Check/PS&E | Final Review/Estimating of Plans |
| Phase 500 - Final Plans | Completion of Plans |
| Phase 600 - Contract Administration | Bidding documents & Project Letting |

PHASE 100 – CONCEPTUAL DESIGN

The proposed project is approximately 0.7 miles in length and will follow the existing Quincy Street alignment. The Conceptual Design Phase shall consider the proposed layout, lane configuration of Rouse and Quincy and the limits of waterline replacement. Concepts will be developed to optimize the intersection based on current and potential development within the corridor and other opportunities and constraints including environmental factors, opportunities for joint use facilities, future development, and existing right of way.

Task 100 Conceptual Design

101. Conceptual Designs – Based on the design criteria, existing plan documents and the conceptual plan report, TranSystems will prepare up to two (2) conceptual drawings of the corridor and potential impacts.
- a. TranSystems will review existing plan documents including KDOT Project 19 U-2287-01, Rouse and Quincy Intersection, and the conceptual roadway report for the KDOT cost share application.
 - b. Traffic analysis will be conducted using existing traffic counts and counts collected from the Rouse and Quincy traffic signal plans. These volumes and turning movements will be used to determine lane arrangement, lengths, and update traffic signal times at the Rouse and Quincy intersection. The traffic signal will be evaluated using Synchro.
 1. Additional traffic counts or speed studies are not included in the scope
 - c. It is assumed the typical section will follow the recommendations from the KDOT Cost Share application. The typical roadway section includes Concrete Pavement (8" uniform)(AE)(NRDJ) over Aggregate Base (8") with geosynthetics and 6" compaction of earthwork (Type AA)(MR-0-4).

102. TranSystems will provide a review of existing storm water to evaluate flow, capacity, detention, and the downstream system.
103. Prepare a preliminary opinion of probable construction costs for the proposed work including:
 - a. Roadway construction
 - b. Public Utility relocation
 - c. Railroad Crossing and Signal Improvements
 - d. Right-of-way impacts will be identified but no estimate of right of way costs will be included

Task 200 Survey/Base map

201. Control- Establish and supplement Horizontal Control throughout the project limits on Kansas State Plane Coordinate System, NAD83 (latest adjustment), South Zone. All control shall be scaled to ground distance based on a C.A.F. (Combined Adjustment Factor) established at or near the center of the project and shall be completed in U.S. survey feet. The project control shall match the existing intersection survey at Rouse and Quincy as provided by TranSystems.
 - a. Reference ties and control sketches shall be completed on all control points and section corners along project. Estimation of eight (8) horizontal Control Points will be established for future project use. Establish and supplement Vertical Control throughout the project limits on NAVD 88 with Geoid 12B Datum. Set a minimum of five (5) benchmarks along project limits with tied references to their locations. At least two (2) Vertical benchmarks shall be located just outside the project limits so it is not eliminated during construction.
202. Topographical Survey- Provide field survey necessary for preparation of roadway plans. Project survey limits are shown on **Figure A** and generally described below:
 - a. 90 foot width along the centerline East Quincy Street from approximately 115' east of Joplin Street (first driveway on the north side) to 380' east of S Rouse Ave.
 - b. Approximately 150 feet along side street intersections.
 - c. Approximately 600 feet south along Stillwell Street with a 50 foot width east of centerline. This is for proposed storm sewer to the existing pond.
 - d. Approximately 150 feet north and south of Quincy Street at the RR tracks, 70' either side of RR centerline (140' width total).
 - e. Approximately 500 feet along Rouse Street, north and south of Quincy Street with a width of 100 feet.
 - f. Point Elevations along the RR approximately every 100' for 1,000' either side of Quincy Street.
203. Survey limits will also include additional widths at intersections, drainage structures (both ends whether within general survey limits or not), driveways and side streets. Survey will include locating, but not limited to the following features within the project limits as described (pavements, driveways, building faces, walls, wall drainage holes, utilities, ditch bottoms, ditch flowlines, ditch tie-ins to existing ground, drainage structures with measure rim down for flow line elevations and size, natural ground elevations, all trees/bushes noted with size and type, landscaping, curbing, power poles, signs, fences, railroad features, etc.)
204. Railroad features – All railroad features will include elevations and locations of edge of railroad panels (if applicable), railroad crossing features and top of rail (at roadway centerline and edge of roadway). Include point elevations along the RR approximately every 100' for 1,000' either side of Quincy Street.
205. Aerial Image – A drone is not required for obtaining survey. However, a drone shall be used to provide a high resolution aerial image. The image limits should include (but not be limited to) approximately 60' outside the survey limits shown in **Figure A**.
206. Utilities- All utilities will be located using the Kansas "One Call" system. The resulting markings will be

Exhibit A – Scope of Services Page 2 of 9

surveyed at the same time as the topographic survey. No physical locates of any underground utilities will be completed as a part of the survey. Utilities shown in CAD file deliverable will include utility company. Collect the "rimdown" flow line of any surveyed gravity storm or sanitary sewer lines that are within the survey limits. Manholes may be located outside survey limits.

207. Existing storm sewers and channels- Existing storm sewers, storm inlets, channels and reinforced box culverts will be located and flow lines surveyed *(both ends whether located within general survey limits or not)*. Structure sizes need to be field verified measurements and include hand sketches for RCB's or bridges and not based on GIS data.
208. Base Map Development- The raw field survey, topographic features and utility data gathered will be used to develop the base map of the planimetric features along with the ground surface model to create contours for the project. The base map will be a plan view representation of the project with contours presented at 1-foot minor and 5-foot major intervals. Base maps will be prepared in a format consistent with the Kansas Department of Transportation (KDOT). The maps will be prepared in English units and at a scale of 1:20. Survey will be provided to TranSystems in CAD (.dwg, .dgn, .xml, and/or .tin) formats to be uploaded in MicroStation, with layer names and block symbols and text per TranSystems preferences. The standard KDOT drawing symbols will be used to mark the physical features they represent.
209. Point File - A separate file of all surveyed points and attributes will be created and supplied in both a CAD and text file.
210. Property Research- Obtain necessary property research items such as, but not limited to, parcel tax maps, printouts of ownership, utility maps, plats, road records and road plans. Make a reasonable effort (using a metal detector, existing property pin or section corner information) to find existing property corners, quarter section corners and section corners (estimated 4 quarter/section corners on Quincy and 2 on Rouse) along the project and outside of project if necessary to assist in establishing existing right of way and ownership base map. Field survey will be tied to nearest section corners and quarter section corners. Existing roadway alignment pins (if available) will be used to help establish right of way.
 - a. Should the corner not exist, costs for the re-establishment of the corner are not included in the contract, however, if the City desires corner re-establishment, TranSystems may enter into a supplemental agreement to reestablish missing section and/or quarter corners. Prepare an ownership boundary and existing right of way strip map along the project alignment showing but not limited to section lines, property lines, existing easements and ownership. A list of all the properties impacted by the project in excel format including the key number acquisition, property owner, quarter section or plat name, and property street address shall be prepared.
211. Obtain title reports for **64 properties** as directed by TranSystems and provide copies of same. Obtain copies of all easements and encumbrances and existing survey data along the project **(see Figure B)**.

Task 300 Geologic Investigation

301. Existing Subsurface Condition Investigation – The subsurface conditions should be evaluated in order to provide recommendations for subsurface. The investigation shall include at a minimum:
 - a. Three (3) borings, at a minimum to satisfy subsurface conditions, at approximate locations shown on **Figure A**, to 10-foot depth below existing ground, lab testing of existing subgrade material (including moistures, densities, Atterberg Limits, 1 Proctor, 1 CBR, groundwater).
 - b. Six (6) pavement cores holes at locations shown in **Figure A** in order establish existing pavement thickness and material type.
 - c. Review of any known historical documents or mining maps prior to field investigation.

302. Pavement Design – The City of Pittsburg anticipates the proposed roadway section to be Concrete Pavement (8" uniform)(AE)(NRDJ) over Aggregate Base (8") with geosynthetics and 6" compaction of earthwork (Type AA)(MR-0-4). Roadway section is based on KDOT specifications. The geotechnical firm shall prepare a pavement design report for the design service life of the proposed pavement. If pavement recommendation is not sufficient, two alternative subgrade and pavement types should be recommended. Design traffic information determined during the conceptual phase of the project will be provided by TranSystems for use in the ASSHTO pavement designs.
303. Geotechnical Report – Based on the findings of the field and laboratory results, a final report will be provided that includes:
- a. Site location and boring plan
 - b. Boring logs including subsurface soil conditions, including depth, consistency of soil, and groundwater
 - c. Photographs of the pavement core samples
 - d. Laboratory test results
 - e. Analysis of any known subsurface conditions (including mining) which may affect the proposed roadway
 - f. Evaluation of recommended pavement design

PHASE 200 - FIELD CHECK PLANS

Task 100 Plans and Estimates

101. TranSystems will develop the design geometry for the project using the base mapping obtained in the Field Surveys portion of this agreement and in accordance with due consideration for comments received from the meeting with the agencies. The TIN model created in the Field Surveys task will also be used during this phase to develop the vertical alignment information. This data, supplemented by City/County GIS, available LIDAR data, USGS mapping and existing As-Built Plans, will be used by TranSystems to define the existing drainage basins and size appropriate drainage structures per KDOT criteria, spread widths will be based on City of Wichita/Sedgwick County criteria.
102. Field Check plans will be prepared and submitted in accordance with KDOT policies and practice, and will be approximately 50% complete. The following sheets are anticipated to be included in this submittal.
- Title Sheet
 - Typical Sections/General Notes
 - Plan/Profile Sheets
 - Miscellaneous Details
 - Storm Drainage
 - Intersection Control (Signal or Roundabout from Concept Study)
 - Traffic Signal Changes
 - Street Lighting
 - Traffic Control/ Construction Sequencing (General discussion and overview)
 - Waterline Improvements
 - Cross Sections of Pavement Surfacing and Grading (maximum nominal spacing of 50 ft., plus additional sections as needed at transition points, critical point, etc. to facilitate design and accuracy of earthwork quantities.)
103. TranSystems will submit one set of half size plans (11"x17") to the City on bond paper for review and one set of full size plans (22"x36") in electronic PDF format to KDOT and the City.

Task 200 Street Lighting

- 201. TranSystems will design a city owned and maintained lighting system for Quincy Street. Lighting will be designed to meet the Illuminating Engineers Society's Recommended Practice 8 (IES RP-8-00) per the illuminance method. Photometric analysis will be performed to determine the design luminaire and pole spacing. All lighting equipment will be per KDOT standards and specifications. KDOT standard details will be included in the plans. No other technical specifications or details are included in this scope of services. The existing lighting at the signalized Joplin Street intersection will not be modified.
- 202. The lighting system will be designed to operate at 240 Volts. Voltage drop calculations will be prepared to size the wires per the National Electric Code (NEC) requirements. Power service will be coordinated with the local utility company.
- 203. Preliminary lighting plans will consist of pole and controller layout. Final plans will include conduit, junction boxes, wiring with sizes, general notes and quantities.

Task 300 Waterline

- 301. TranSystems will develop water line replacement plans for the existing water lines within the project limits as determined by the City. This includes the 24" main east of the railroad tracks, 4", 6", 8" distribution lines and service lines throughout the project.
- 302. Pothole of existing waterlines and utilities is not included in this scope and will be conducted by the City. TranSystems will provide the City with pothole locations.
- 303. Specifications will be developed by TranSystems for review and approval by the City. Sealed waterline plans and specifications will be submitted to KDHE for review and approval during the Final Check phase.

Task 400 Communications

- 401. TranSystems will attend one (1) Field Check meeting to review the plans and Field Check comments with KDOT and the City. This task also includes preparation of meeting minutes.

Task 500 Public Meeting

- 501. TranSystems will assist the City and KDOT in preparing for and conducting one (1) Public Meeting to present the project to the general public. TranSystems will prepare up to three (3) project display boards and attend the meeting to assist the City in presenting the project. The City of Pittsburg will be responsible for all set up, securing the facilities and publishing notices. TranSystems will be responsible for documenting the response from the public. It is anticipated that the meeting will be conducted in an open-house format, with no formal presentation required.

Task 600 Utility Coordination

- 601. Utility Check -TranSystems will prepare colored utility check set plans in PDF format to verify with the utility owners within the project limits for verification of accuracy following the Field Check Phase. TranSystems will attend a utility coordination meeting following the Field Check Phase. TranSystems will be responsible for locating all existing utilities located using the Kansas "One Call" system. Utilities located within the corridor but not marked by Kansas One Call will be shown in their approximate locations on the plans by information provided by the utility owners.

PHASE 300 - OFFICE CHECK PLANS

Task 100 Plans and Estimates

- 101. Plans Preparation-Once the Field Check Plans are approved, Office Check plans will incorporate the comments received at the Field Check Meeting and will further develop the plans including the geologic and

hydraulic recommendations approved by the Agencies. Office Check plans will be prepared and submitted in accordance with KDOT policies and practice. These plans will be approximately 90% complete plans, which will include the following items:

- Title Sheet
- Typical Sections/General Notes
- Roadway Plan and Profile Sheets
- KDOT Standard Details
- Miscellaneous Details
- Standard Details
- Curb and Gutter
- Driveway Entrances
- Erosion Control Plans – KDOT typical BMP sheets
- Signing and Pavement Marking
- Storm Sewer Profiles
- Traffic Signal Sheets
- Street Lighting
- Summary of Quantities
- Traffic Control/Construction Phasing
- Waterline Improvements
- Cross Sections (Driveways will be shown in the cross sections)

TranSystems will submit one set of half size plans (11"x17") to the City on bond paper for review and one set of full size plans (22"x36") in electronic PDF format to KDOT and the City.

102. Special Provisions – Prepare Special Provisions to supplement the KDOT standard construction specifications as needed.
103. QA/QC-Perform quality assurance/quality control reviews of the designs and drawings.

Task 200 R/W, Construction Easements and Drainage Easements

201. Property Descriptions - Surveying Company will write legal descriptions and prepare exhibits for approximately 55 parcels of land. These may be temporary and/or permanent easements. Dimensions of said construction easements and right-of-way shall be provided by TranSystems. Exhibits and legal descriptions will be stamped by a licensed surveyor in the State of Kansas. Legal descriptions shall be provided in a .doc (word) file.
202. Proposed Right of Way Staking - Staking of proposed right of way for property acquisitions or utility relocations will be completed one (1) time for up to 50 parcels along the project.
203. The City of Pittsburg will be responsible for acquiring all permanent right of way, temporary construction easements, and permanent drainage easements to accommodate the letting schedule and completing KDOT Form 1306 - Right of Way Clearance.

Task 300 Utility Coordination

301. Utility Check - TranSystems will prepare colored utility check set plans to verify with the utility owners within the project limits for verification of accuracy as well as discuss schedule for the utility owner to relocate their facility following the Office Check Phase. TranSystems will prepare the KDOT Form 1304 – Utility Relocation Release.

Task 400 Permitting

401. Permitting – TranSystems will handle all environmental clearances associated with the project. TranSystems will prepare the following permit applications as is standard at the time of this contract, those permit applications include the following:

- The Kansas Department of Health & Environment Notice of Intent (NOI) - Projects that disturb greater than 1 acre require that Notice of Intent be filed with the Kansas Department of Health and Environment for a Construction Storm Water Discharge Permit under the National Pollutant Discharge Elimination System. TranSystems will prepare the NOI. The application fee of \$60 and is an annual fee will be paid for directly by the City of Pittsburg.
- KS Department of Agriculture, Division of Water Resources
- US Army Corp of Engineers
- KS Department of Wildlife and Parks
- KDOT Forms:
 - 1. 1304 – Status of Utilities
 - 2. 1307 – List of Permits & Status
- Kansas Department of Health and Environment (KDHE) Waterline Permit – TranSystems will submit plans and specifications to KDHE for review and approval.
- Railroad Permits- TranSystems will coordinate and submit plans for review and approval.

402. The City of Pittsburg will submit prepared permits and pay any associated fees directly

Task 500 Public Meeting

501. TranSystems will assist the City and KDOT in preparing for and conducting one (1) Public Meeting to present the project to the general public. TranSystems will prepare up to three (3) project display boards and attend the meeting to assist the City in presenting the project. The City of Pittsburg will be responsible for all set up, securing the facilities and publishing notices. TranSystems will be responsible for documenting the response from the public. It is anticipated that the meeting will be conducted in an open-house format, with no formal presentation required.

PHASE 400 - FINAL CHECK/PS&E PLANS

Task 100 Plans and Estimates

101. Plans Preparation-Once the Office Check Plans are approved, Final Check plans will be prepared and submitted in accordance with KDOT policies and practice. These plans will be approximately 99% complete plans, which will include all of the items in Office Check comments.

PHASE 500 - FINAL PLANS

Task 100 Plans and Estimates

101. Plans Preparation-Once the PS&E Plans are approved, Final plans will be sealed and submitted in accordance with KDOT policies and practice. This should complete the plan production portion of the contract.

PHASE 600 CONTRACT ADMINISTRATION

Task 100 Project Letting

101. TranSystems will prepare and administer the documents for project letting using EJCDC documents. Project letting includes advertising, preparing construction specifications to work with the city's contract documents, project letting in accordance with local standards, bid submittal, and awarding project in accordance with local requirements, notice to proceed and preconstruction meeting.

102. TranSystems will send out an invitation to Bid to contractors as approved by the city, as well as advertising the project to contractor plan rooms and the Kansas Contractors Association (KCA). A complete set of project documents including electronic plans, specifications, contract documents and proposal form may be obtained electronically from TranSystems at no cost. No paper copies of the project documents will be furnished.

Task 200 Shop Drawings

201. Shop Drawings- TranSystems will review and comment on shop drawings. Copy of drawings will be submitted to the City and KDOT.

Assumptions

- TranSystems and the City of Pittsburg will advertise and bid the roadway project;
- KDOT Construction Specifications will be used as the governing specifications for the project and will be supplemented by Special Provisions as required;
- No potholing for locating utilities is included;
- No aesthetics including special lighting, graphics, form liner, artwork or landscaping are included in the plans;
- Suggested signal timings will be developed as part of the plans but generally, during installation traffic timings should be adjusted to fit actual conditions;
- The City of Pittsburg will acquire all properties and/or easements needed for the project as defined by the legal descriptions and tract maps outlined herein. The City will be responsible for inserting the legal descriptions onto the appropriate acquisition forms prepared by the City. The City will prepare KDOT Form 1306;
- Property acquisition services are available upon request, but are not included in this agreement. A separate agreement will be negotiated if these services are desired.
- According to the FEMA web site, FIRM Map Numbers 20037C0339E and 20037C0343E, both dated April 16, 2009 there are no floodplains or floodways delineated in the vicinity of this project. Therefore, no floodplain or floodway delineation will be shown on the plans or surveyed in the field;
- No contaminated soils are anticipated with this project, however, if contaminated soil is discovered at a later date any mitigation design or activities needed are not included in this scope and a separate agreement with the City will be negotiated if these services are desired;
- Assumption is that section corners and quarter section corners are in place and of record;
- English units will be used for this project;
- The scope of work does not include waters of the U.S. mitigation (likely not required);
- Floodplain development permit or FEMA flood map revisions are not included in this contract;
- Microstation V8i or later will be used for all of the CAD file creation to prepare the plans noted herein;
- The selected Contractor may request final reference files from TranSystems and enter into a separate agreement with TranSystems regarding the use of the electronic data;
- Construction Inspection are available upon request, but are not included in this agreement. A separate agreement will be negotiated if these services are desired.

It is anticipated that the City will provide the following:

- Provide previous construction and as-built plans from the Quincy and Joplin intersection improvements from KDOT Project 19 U-2287-01;
- Provide potholing of public utilities as needed to verify depths, locations, and conflict areas;
- Review and comment on project concept, alignment, and design details;
- Attend meetings;
- Provide notices and space for public or individual meetings with adjacent property owners;
- Submit prepared permits and the associated fees;
- Directly pay any fees required for permits, advertising, or other required documents;
- Acquire all right-of-way and complete KDOT Form 1306 - Right of Way Clearance with certified representatives in accordance with the ROWCP requirements stated in BLP Memo 16-06;
- Provide rights-of-entry & site access for survey or geotechnical work, including private property.

Exhibit A – Scope of Services Page 8 of 9

Design Fee

The above services will be provided at a schedule of rates with a cost not exceed the following amounts. A breakdown of costs is shown on **Exhibit B**:

Project Total: \$465,000

Figure A: Approximate Project Limits and Subsurface Investigation Locations



Figure B: Parcels for Title Work



* Title reports obtained from previous project

EXHIBIT "B"
Design Fee Breakdown
East Quincy Street Reconstruction from Joplin to Rouse
Pittsburg, KS

| | |
|-------------------------------------|----------------------|
| Task Breakdown | \$ 390,185.00 |
| Phase 100 - Conceptual Design | \$ 40,590.00 |
| Phase 200 - Field Check Plans | \$ 174,025.00 |
| Phase 300 - Office Check Plans | \$ 137,045.00 |
| Phase 400 - Final Check/PS&E | \$ 23,810.00 |
| Phase 500 - Final Plans | \$ 7,955.00 |
| Phase 600 - Contract Administration | \$ 6,760.00 |

| | |
|--|---------------------|
| Expenses and Subconsultants | \$ 74,815.00 |
| Expenses | \$ 4,015.00 |
| Survey - Cornerstone Surveying | \$ 60,300.00 |
| Geotechnical - Palmerton & Parrish, Inc. (PPI) | \$ 10,500.00 |

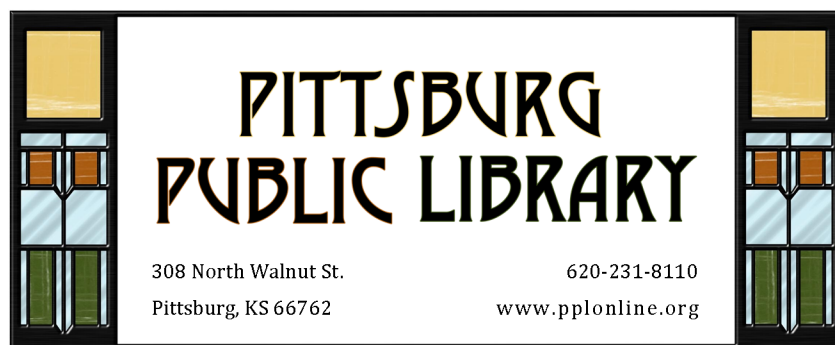
TOTAL FEE: \$ 465,000.00

Exhibit B – Design Fee



**TranSystems Corporation
Schedule of Hourly Rates for 2020
Independence Office**

| Classification | Rate | Classification | Rate |
|---|----------|----------------|----------|
| Administrative II | \$89.00 | Planner I | \$91.00 |
| Architect II | \$97.00 | Planner II | \$93.00 |
| Architect IV | \$236.00 | Planner III | \$142.00 |
| Construction Services I | \$60.00 | Planner IV | \$253.00 |
| Construction Services II | \$75.00 | Surveyor I | \$58.00 |
| Construction Services III | \$110.00 | Surveyor II | \$78.00 |
| Construction Services IV | \$165.00 | Surveyor III | \$99.00 |
| Construction Services V | \$225.00 | Surveyor IV | \$113.00 |
| Engineer I | \$93.00 | Surveyor V | \$165.00 |
| Engineer II | \$118.00 | Scientist II | \$102.00 |
| Engineer III | \$160.00 | Technician I | \$80.00 |
| Engineer IV | \$268.00 | Technician II | \$84.00 |
| Engineer V | \$361.00 | Technician III | \$106.00 |
| Civil Engineer I | \$88.00 | Technician IV | \$115.00 |
| Civil Engineer II | \$120.00 | Technician V | \$162.00 |
| Civil Engineer III | \$180.00 | | |
| Civil Engineer IV | \$225.00 | | |
| Civil Engineer V | \$300.00 | | |
| Electrical Engineer IV | \$226.00 | | |
| Structural Engineer II | \$137.00 | | |
| Structural Engineer III | \$186.00 | | |
| Structural Engineer IV | \$227.00 | | |
| Structural Engineer V | \$297.00 | | |
| <ul style="list-style-type: none"> • Sub-contracted labor, material testing equipment, printing and technical photography, and all other direct job costs to be paid at cost. • Vehicle mileage to be paid at the current IRS rate per mile. • The rates set forth on this initial Schedule of Rates shall be the rates provisions in effect from the date of this Agreement until December 31, 2020. TranSystems will revise the Schedule of Rates annually and will submit the revised Schedule of Rates which shall automatically become effective with regard to this Agreement and the Services performed under this Agreement on January 1st of the next calendar year. | | | |



March 19, 2020

Daron Hall
City Manager
Pittsburg, KS 66762

Dear Daron,

Joe Hart is currently serving on the Board of Trustees of the Pittsburg Public Library. His first term is expiring and he is eligible for a second term.

Joe has proven to be a valuable member of the library board. Therefore, the Board of Trustees has requested that you recommend to the City Commission that he serve a second term.

Thank you for your assistance in this matter.

Sincerely,

Bev Clarkson, Director
Pittsburg Public Library



Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Economic Development Director

DATE: April 22, 2020

SUBJECT: April 28, 2020 Agenda Item
Kelce College of Business economic research proposal

Since 2014, the City has partnered with the Kelce College of Business to compile and publish vital business and economic indicators. In return, the Kelce College commits to publishing four quarterly economic indicator reports that are mailed to all entities with a City business license, with extras available to be utilized in various marketing efforts. The reports have been well-received by the community and to those requesting detailed demographic and economic information. The Kelce College also publishes an annual economic profile, coordinates the quarterly *Cost of Living Index Report* and has provided supporting data/research for the City's housing and economic development efforts at no additional cost.

The EDAC considered renewal of this agreement at its April 22, 2020, meeting and felt the services provided by the Kelce College of Business are crucial to the City's efforts. As a result, the EDAC recommended funding the project at \$25,000 for the next year.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, April 28, 2020. Action being requested is approval or denial of the EDAC recommendation and, if approved, authorize the Mayor to sign the appropriate documents.

March 17, 2020

Mr. Jay Byers, Assistant City Manager
City of Pittsburg
201 West 4th Street
Pittsburg, KS 66762

Dear Jay,

Once again, the Kelce College of Business and Pittsburg State University thank the City of Pittsburg and its Economic Development Advisory Committee for the financial support provided for the production and distribution of *The Pittsburg Micropolitan Area Economic Report*. During 2019 we published four quarterly issues of *The Report*. In addition to presenting a look at current trends across a number of important business and economic statistics, the publication provides informed expert analysis and insights into what these trends mean for the Pittsburg area and its future. This spring, we also produced and published the annual volume of *The Pittsburg Micropolitan Area Economic Profile* which includes not only an overview of the previous year's regional economic performance but also projections and forecasts for key economic indicators important to local business and community leaders. Both publications are supported by the 'Pittsburg Micropolitan Area Economic Data' website where past issues may be downloaded and where visitors can access historical time series data for a wide variety of economic indicators. Direct links to this service are featured on both the City and Chamber of Commerce websites making the data available to both existing and prospective business managers.

Throughout the year we received numerous positive comments and words of appreciation from business and civic leaders in the community. The information provided through our publications is making a strong positive contribution to our local economic community. Given the importance of this outreach effort to investments in our community, the Kelce College of Business is committed to continuing to provide and enhance this service to the Pittsburg area.

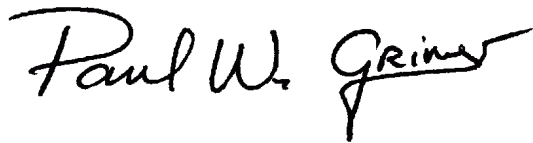
We hereby ask for the Economic Development Advisory Committee's continued support for this project through a renewal of last year's allocation of funds. Attached is a proposed budget for the quarterly micropolitan report and the production of the Pittsburg area economic projection and forecast. The report will continue to be physically distributed to 800-plus businesses and organizations in Pittsburg and the immediate surrounding area and another 250 provided to visitors and other groups interested in Pittsburg's economy. This year we again request a \$25,000 commitment. This funding will allow us to continue producing the quarterly report, the annual economic profile, and the local area economic database website. In addition, it will allow us to maintain the IMPLAN: Economic Impact Analysis for Planning software package, data, and accompanying training. The IMPLAN package is the state-of-the-art statistical package that is used by regional economists to determine the local impact of new businesses, plant relocations, and other major events on the local economy. Given the forecasted growth in Pittsburg Micropolitan Area, this software allows us to generate more detailed analyses necessary to successfully plan and navigate this growth.

Please find attached a breakdown of how the requested dollars will be spent. For the fourth year in a row, all budgeted items are held constant at the previous level. Also shown is the financial commitment that the university and the Kelce College are making toward this public service project. Twenty percent of Professor Michael Davidsson's work hours are allocated to the project and the research that supports it. To capture the additional indirect costs of office space, utilities, and office equipment use that also support the project, I have estimated these overhead expenditures at the university's federally negotiated recovery rate used for grants and contracts. The university's commitment to this project is more than \$32,500. Thus, as you can see, this valuable project is truly a joint City-University partnership.

Professor Davidson and I are available to answer any questions or concerns you may have with this request.

Thank you for your support and consideration. The Kelce College of Business is committed to partnering with the City of Pittsburg, the Economic Development Advisory Committee, and the Pittsburg Area Chamber of Commerce in furthering the economic development of our community.

Sincerely,

A handwritten signature in black ink that reads "Paul W. Grimes". The signature is written in a cursive, flowing style with a long horizontal stroke at the end.

Paul W. Grimes, Dean
Kelce College of Business
Pittsburg State University

**Pittsburg Micropolitan Area Economic Report
Requested Annual Commitment**

Direct Expenditures

| | |
|---|-----------------|
| Printing, Design, and Distribution for <i>Micropolitan Report</i> : | |
| \$2.41 per unit x 1,050 units x 4 quarterly issues | \$10,121 |
| Printing, Design, and Distribution for <i>Annual Profile and Forecast</i> | |
| \$2.88 per unit x 1,050 units | \$ 3,039 |
| Industry Projection Data and Miscellaneous Expenses | \$ 1,300 |
| IMPLAN; training, and data purchase | \$ 5,000 |
| Supplies and other resources | \$ 900 |
| Student Worker Time: | |
| 20 hours per week @ \$7.25 x 32 weeks | <u>\$ 4,640</u> |
| Total Request | <u>\$25,000</u> |

Pitt State and Kelce College of Business In-Kind Contributions

Direct Expenditures

| | |
|--|-----------|
| Faculty Time (Davidsson): 20% salary @ \$84,548 | \$ 16,910 |
| Fringes @ ((% of time x salary base x 18.8%) + (\$10,233 x % of time)) | \$ 5,226 |

Indirect Costs

| | |
|---|------------------|
| Indirect overhead expenditures (facilities and administration), including physical space, utilities, and office equipment use. Estimated at Federal Government recovery rate of 47% | \$ 10,404 |
| University Total | <u>\$ 32,540</u> |

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| C-CHECK | VOID CHECK | V | 4/10/2020 | | | 186664 | | |
| C-CHECK | VOID CHECK | V | 4/10/2020 | | | 186665 | | |
| C-CHECK | VOID CHECK | V | 4/10/2020 | | | 186677 | | |
| C-CHECK | VOID CHECK | V | 4/10/2020 | | | 186678 | | |
| C-CHECK | VOID CHECK | V | 4/10/2020 | | | 186679 | | |
| C-CHECK | VOID CHECK | V | 4/10/2020 | | | 186693 | | |
| C-CHECK | VOID CHECK | V | 4/10/2020 | | | 186694 | | |

| * * T O T A L S * * | NO | INVOICE AMOUNT | DISCOUNTS | CHECK AMOUNT |
|---------------------|---------------|----------------|-----------|--------------|
| REGULAR CHECKS: | 0 | 0.00 | 0.00 | 0.00 |
| HAND CHECKS: | 0 | 0.00 | 0.00 | 0.00 |
| DRAFTS: | 0 | 0.00 | 0.00 | 0.00 |
| EFT: | 0 | 0.00 | 0.00 | 0.00 |
| NON CHECKS: | 0 | 0.00 | 0.00 | 0.00 |
| VOID CHECKS: | 7 VOID DEBITS | 0.00 | | |
| | VOID CREDITS | 0.00 | 0.00 | |

TOTAL ERRORS: 0

| | NO | INVOICE AMOUNT | DISCOUNTS | CHECK AMOUNT |
|------------------------------|----|----------------|-----------|--------------|
| VENDOR SET: 99 BANK: TOTALS: | 7 | 0.00 | 0.00 | 0.00 |
| BANK: TOTALS: | 7 | 0.00 | 0.00 | 0.00 |

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 4/08/2020 THRU 4/21/2020

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 0321 | KP&F | D | 4/17/2020 | | | 000000 | | 42,572.51 |
| 0728 | ICMA | D | 4/17/2020 | | | 000000 | | 590.00 |
| 1050 | KPERS | D | 4/17/2020 | | | 000000 | | 40,790.92 |
| 5904 | TASC | D | 4/17/2020 | | | 000000 | | 6,206.35 |
| 6415 | GREAT WEST TANDEM KPERS 457 | D | 4/17/2020 | | | 000000 | | 4,744.83 |
| 6952 | ADP INC | D | 4/17/2020 | | | 000000 | | 6,684.15 |
| 7290 | DELTA DENTAL OF KANSAS INC | D | 4/10/2020 | | | 000000 | | 151.21 |
| 7290 | DELTA DENTAL OF KANSAS INC | D | 4/17/2020 | | | 000000 | | 1,458.49 |
| 7877 | TRUSTMARK HEALTH BENEFITS INC | D | 4/09/2020 | | | 000000 | | 4,630.72 |
| 7877 | TRUSTMARK HEALTH BENEFITS INC | D | 4/16/2020 | | | 000000 | | 28,495.76 |
| 8051 | AFLAC GROUP INSURANCE | D | 4/21/2020 | | | 000000 | | 2,802.12 |
| 7567 | MERIDIAN OIL & EQUIPMENT LLC | E | 4/13/2020 | | | 007917 | | 1,796.31 |
| 8236 | NORTHGATE ASSOCIATES LLC | E | 4/13/2020 | | | 007918 | | 41,546.23 |
| 0054 | JOPLIN SUPPLY COMPANY | E | 4/13/2020 | | | 007919 | | 575.82 |
| 0055 | JOHN'S SPORT CENTER, INC. | E | 4/13/2020 | | | 007920 | | 145.00 |
| 0101 | BUG-A-WAY INC | E | 4/13/2020 | | | 007921 | | 160.00 |
| 0105 | PITTSBURG AUTOMOTIVE | E | 4/13/2020 | | | 007922 | | 1,648.72 |
| 0112 | MARRONES INC | E | 4/13/2020 | | | 007923 | | 70.57 |
| 0128 | ASCENSION VIA CHRISTI HOSPITAL | E | 4/13/2020 | | | 007924 | | 505.00 |
| 0133 | JIM RADELL CONSTRUCTION COMPAN | E | 4/13/2020 | | | 007925 | | 25,420.90 |
| 0294 | COPY PRODUCTS, INC. | E | 4/13/2020 | | | 007926 | | 67.09 |
| 0306 | CASTAGNO OIL CO INC | E | 4/13/2020 | | | 007927 | | 95.00 |

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 4/08/2020 THRU 4/21/2020

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 0317 | KUNSHEK CHAT & COAL CO, INC. | E | 4/13/2020 | | | 007928 | | 7,827.34 |
| 0335 | CUSTOM AWARDS, LLC | E | 4/13/2020 | | | 007929 | | 33.88 |
| 0363 | FISHER SCIENTIFIC CO, LLC | E | 4/13/2020 | | | 007930 | | 247.73 |
| 0422 | DEMCO, INC | E | 4/13/2020 | | | 007931 | | 147.01 |
| 0530 | THYSSENKRUPP CORPORATION | E | 4/13/2020 | | | 007932 | | 3,628.32 |
| 0534 | TYLER TECHNOLOGIES INC | E | 4/13/2020 | | | 007933 | | 10,745.00 |
| 0597 | CORNEJO & SONS LLC | E | 4/13/2020 | | | 007934 | | 402.38 |
| 0746 | CDL ELECTRIC COMPANY INC | E | 4/13/2020 | | | 007935 | | 75.00 |
| 0815 | WILBERT & TOWNER | E | 4/13/2020 | | | 007936 | | 60.00 |
| 1075 | COASTAL ENERGY CORP | E | 4/13/2020 | | | 007937 | | 1,851.85 |
| 2025 | SOUTHERN UNIFORM & EQUIPMENT L | E | 4/13/2020 | | | 007938 | | 18.70 |
| 2960 | PACE ANALYTICAL SERVICES LLC | E | 4/13/2020 | | | 007939 | | 5,840.00 |
| 3971 | FASTENAL COMPANY | E | 4/13/2020 | | | 007940 | | 221.21 |
| 4621 | JCI INDUSTRIES INC | E | 4/13/2020 | | | 007941 | | 2,914.00 |
| 5482 | JUSTIN HART | E | 4/13/2020 | | | 007942 | | 60.00 |
| 5706 | S THOMPSON LLC | E | 4/13/2020 | | | 007943 | | 185.00 |
| 5800 | INFRASTRUCTURE TECHNOLOGIES LL | E | 4/13/2020 | | | 007944 | | 2,750.00 |
| 7028 | MATTHEW L. FRYE | E | 4/13/2020 | | | 007945 | | 400.00 |
| 7839 | VISION SERVICE PLAN INSURANCE | E | 4/13/2020 | | | 007946 | | 1,732.96 |
| 7846 | NICHOLAS COOK | E | 4/13/2020 | | | 007947 | | 1,834.50 |
| 7852 | TRIA HEALTH, LLC | E | 4/13/2020 | | | 007948 | | 1,816.55 |
| 7860 | RELX INC | E | 4/13/2020 | | | 007949 | | 1,944.00 |

VENDOR SET: 99 City of Pittsburgh, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 4/08/2020 THRU 4/21/2020

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 8147 | CHEM-AQUA, INC. | E | 4/13/2020 | | | 007950 | | 395.00 |
| 8235 | 3MAT CO. | E | 4/13/2020 | | | 007951 | | 2,349.00 |
| 2004 | AIRE-MASTER OF AMERICA, INC. | E | 4/20/2020 | | | 007952 | | 17.22 |
| 7567 | MERIDIAN OIL & EQUIPMENT LLC | E | 4/20/2020 | | | 007953 | | 1,216.52 |
| 8237 | BETTIS ASPHALT & CONST INC | E | 4/20/2020 | | | 007954 | | 17,694.10 |
| 0046 | ETTINGERS OFFICE SUPPLY | E | 4/20/2020 | | | 007955 | | 835.18 |
| 0055 | JOHN'S SPORT CENTER, INC. | E | 4/20/2020 | | | 007956 | | 300.00 |
| 0087 | FORMS ONE, LLC | E | 4/20/2020 | | | 007957 | | 1,513.98 |
| 0105 | PITTSBURG AUTOMOTIVE | E | 4/20/2020 | | | 007958 | | 1,133.66 |
| 0112 | MARRONES INC | E | 4/20/2020 | | | 007959 | | 51.94 |
| 0142 | HECKERT CONSTRUCTION CO INC | E | 4/20/2020 | | | 007960 | | 25,976.16 |
| 0272 | BO'S 1 STOP INC | E | 4/20/2020 | | | 007961 | | 259.56 |
| 0455 | LARRY BARRETT BODY * FRAME * T | E | 4/20/2020 | | | 007962 | | 2,181.83 |
| 0478 | VIETTI AUTO BODY INC | E | 4/20/2020 | | | 007963 | | 378.00 |
| 0577 | KANSAS GAS SERVICE | E | 4/20/2020 | | | 007964 | | 9,304.47 |
| 0597 | CORNEJO & SONS LLC | E | 4/20/2020 | | | 007965 | | 389.50 |
| 0627 | BOETTCHER SUPPLY INC | E | 4/20/2020 | | | 007966 | | 82.20 |
| 0661 | SAFETY-KLEEN SYSTEMS INC | E | 4/20/2020 | | | 007967 | | 90.00 |
| 0726 | PITTSBURG STATE UNIVERSITY | E | 4/20/2020 | | | 007968 | | 12,500.00 |
| 0746 | CDL ELECTRIC COMPANY INC | E | 4/20/2020 | | | 007969 | | 4,613.30 |
| 0785 | REDICO INDUSTRIAL SUPPLY INC | E | 4/20/2020 | | | 007970 | | 88.50 |
| 0829 | CROWN PRODUCTS INC | E | 4/20/2020 | | | 007971 | | 111.33 |

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 4/08/2020 THRU 4/21/2020

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 1033 | BOLLINGER GROUP, LLC | E | 4/20/2020 | | | 007972 | | 200.00 |
| 1141 | THE G W VAN KEPPEL COMPANY | E | 4/20/2020 | | | 007973 | | 342.80 |
| 1478 | KANSASLAND TIRE #1828 | E | 4/20/2020 | | | 007974 | | 1,160.70 |
| 1633 | OPTIV SECURITY, INC. | E | 4/20/2020 | | | 007975 | | 508.40 |
| 2005 | GALLS PARENT HOLDINGS, LLC | E | 4/20/2020 | | | 007976 | | 635.23 |
| 2025 | SOUTHERN UNIFORM & EQUIPMENT L | E | 4/20/2020 | | | 007977 | | 3,637.15 |
| 2841 | KDHE | E | 4/20/2020 | | | 007978 | | 1,430.00 |
| 2921 | DATAPROSE LLC | E | 4/20/2020 | | | 007979 | | 4,142.37 |
| 2960 | PACE ANALYTICAL SERVICES LLC | E | 4/20/2020 | | | 007980 | | 245.00 |
| 3248 | AIRGAS USA LLC | E | 4/20/2020 | | | 007981 | | 257.76 |
| 4197 | ENVIRONMENTAL SYSTEMS RESEARCH | E | 4/20/2020 | | | 007982 | | 1,575.00 |
| 4354 | LIFESTYLE LEASING INC | E | 4/20/2020 | | | 007983 | | 1,260.00 |
| 4766 | ACCURATE ENVIRONMENTAL LLC | E | 4/20/2020 | | | 007984 | | 2,508.51 |
| 5275 | US LIME COMPANY-ST CLAIR | E | 4/20/2020 | | | 007985 | | 4,995.87 |
| 5855 | STERICYCLE, INC. | E | 4/20/2020 | | | 007986 | | 260.52 |
| 5862 | HEATHER LYNN HORTON | E | 4/20/2020 | | | 007987 | | 80.00 |
| 6175 | HENRY C MENGHINI | E | 4/20/2020 | | | 007988 | | 180.00 |
| 6203 | THE SOUTHWEST PAPER CO INC | E | 4/20/2020 | | | 007989 | | 812.68 |
| 6487 | CENTRAL PS&S HOLDINGS LLC | E | 4/20/2020 | | | 007990 | | 3,368.68 |
| 6577 | GREENSPRO INC | E | 4/20/2020 | | | 007991 | | 3,434.20 |
| 6595 | AMAZON.COM, INC | E | 4/20/2020 | | | 007992 | | 34,592.68 |
| 7540 | THOMAS W NICHOLS | E | 4/20/2020 | | | 007993 | | 360.00 |

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 4/08/2020 THRU 4/21/2020

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 7655 | HW ACQUISITIONS, PA | E | 4/20/2020 | | | 007994 | | 1,150.50 |
| 7958 | DENNIS OIL COMPANY | E | 4/20/2020 | | | 007995 | | 142.89 |
| 8187 | EXELON CORPORATION | E | 4/20/2020 | | | 007996 | | 1,078.24 |
| 8238 | US BANCORP GOVT LEASING & FINA | E | 4/20/2020 | | | 007997 | | 20,818.07 |
| 8240 | KLEAN KARS LLC | E | 4/20/2020 | | | 007998 | | 134.00 |
| 6154 | 4 STATE MAINTENANCE SUPPLY INC | R | 4/10/2020 | | | 186662 | | 375.51 |
| 0523 | AT&T | R | 4/10/2020 | | | 186663 | | 7,697.03 |
| 6956 | BSN SPORTS, INC | R | 4/10/2020 | | | 186666 | | 239.73 |
| 5283 | CLASS LTD | R | 4/10/2020 | | | 186667 | | 38.70 |
| 1006 | COMMUNITY NATIONAL BANK | R | 4/10/2020 | | | 186668 | | 46,422.96 |
| 4263 | COX COMMUNICATIONS KANSAS LLC | R | 4/10/2020 | | | 186669 | | 79.86 |
| 4263 | COX COMMUNICATIONS KANSAS LLC | R | 4/10/2020 | | | 186670 | | 95.06 |
| 4263 | COX COMMUNICATIONS KANSAS LLC | R | 4/10/2020 | | | 186671 | | 43.59 |
| 4263 | COX COMMUNICATIONS KANSAS LLC | R | 4/10/2020 | | | 186672 | | 29.40 |
| 4263 | COX COMMUNICATIONS KANSAS LLC | R | 4/10/2020 | | | 186673 | | 1,406.67 |
| 4263 | COX COMMUNICATIONS KANSAS LLC | R | 4/10/2020 | | | 186674 | | 13.44 |
| 0375 | WICHITA WATER CONDITIONING | R | 4/10/2020 | | | 186675 | | 7.50 |
| 1108 | EVERGY KANSAS CENTRAL INC | R | 4/10/2020 | | | 186676 | | 97,023.64 |
| 8199 | PRINTER'S INK LLC | R | 4/10/2020 | | | 186680 | | 93.25 |
| 1 | FIRST MICRONESIAN CHURCH | R | 4/10/2020 | | | 186681 | | 650.00 |
| 1 | FIRST MICRONESIAN CHURCH | R | 4/10/2020 | | | 186682 | | 890.00 |
| 6923 | HUGO'S INDUSTRIAL SUPPLY INC | R | 4/10/2020 | | | 186683 | | 1,145.47 |

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 4/08/2020 THRU 4/21/2020

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 0033 | LOU'S GLOVES | R | 4/10/2020 | | | 186684 | | 166.00 |
| 7817 | NORTON POWER SYSTEMS INC | R | 4/10/2020 | | | 186685 | | 23,256.00 |
| 8146 | WASTE CORPORATION OF KANSAS, L | R | 4/10/2020 | | | 186686 | | 413.20 |
| 1991 | OFFICE OF STATE FIRE MARSHAL | R | 4/10/2020 | | | 186687 | | 30.00 |
| 6377 | SOUTHEAST KANSAS RECYCLING CEN | R | 4/10/2020 | | | 186688 | | 30.00 |
| 8201 | ROGER CLEVELAND GOLF COMPANY I | R | 4/10/2020 | | | 186689 | | 5,025.41 |
| 6260 | TRANE | R | 4/10/2020 | | | 186690 | | 715.00 |
| 5589 | VERIZON WIRELESS SERVICES, LLC | R | 4/10/2020 | | | 186691 | | 355.33 |
| 2350 | WCA WASTE SYSTEMS INC | R | 4/10/2020 | | | 186692 | | 1,043.29 |
| 0175 | REGISTER OF DEEDS | R | 4/10/2020 | | | 186695 | | 38.00 |
| 6154 | 4 STATE MAINTENANCE SUPPLY INC | R | 4/17/2020 | | | 186714 | | 36.07 |
| 2876 | A-PLUS DRY CLEANERS | R | 4/17/2020 | | | 186715 | | 578.00 |
| 8225 | ALL TRAFFIC SOLUTIONS INC | R | 4/17/2020 | | | 186716 | | 20,980.00 |
| 7856 | BARDAVON HEALTH INNOVATIONS, L | R | 4/17/2020 | | | 186717 | | 325.00 |
| 1006 | COMMUNITY NATIONAL BANK | R | 4/17/2020 | | | 186718 | | 32,409.07 |
| 7657 | COPY PRODUCTS, INC. | R | 4/17/2020 | | | 186719 | | 137.08 |
| 7648 | COVERTTRACK GROUP INC | R | 4/17/2020 | | | 186720 | | 796.00 |
| 4263 | COX COMMUNICATIONS KANSAS LLC | R | 4/17/2020 | | | 186721 | | 96.14 |
| 8209 | DPC ENTERPRISES LP | R | 4/17/2020 | | | 186722 | | 2,052.00 |
| 6923 | HUGO'S INDUSTRIAL SUPPLY INC | R | 4/17/2020 | | | 186723 | | 142.04 |
| 7190 | LEXISNEXIS RISK DATA MANAGEMEN | R | 4/17/2020 | | | 186724 | | 381.92 |
| 7550 | MOBILE WIRELESS, LLC | R | 4/17/2020 | | | 186725 | | 6,013.00 |

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 7392 | ASSURECO RISK MANAGEMENT & REG | R | 4/17/2020 | | | 186726 | | 350.00 |
| 8206 | PRAXAIR, INC. | R | 4/17/2020 | | | 186727 | | 2,457.35 |
| 7167 | QUADLENT LEASING USA INC | R | 4/17/2020 | | | 186728 | | 345.93 |
| 1 | SANDNESS, JEFF | R | 4/17/2020 | | | 186729 | | 3,030.68 |
| 2350 | WCA WASTE SYSTEMS INC | R | 4/17/2020 | | | 186730 | | 532.38 |

| | | | | | | |
|---------------------|----|--------------|------|----------------|-----------|--------------|
| * * T O T A L S * * | | NO | | INVOICE AMOUNT | DISCOUNTS | CHECK AMOUNT |
| REGULAR CHECKS: | 44 | | | 257,986.70 | 0.00 | 257,986.70 |
| HAND CHECKS: | 0 | | | 0.00 | 0.00 | 0.00 |
| DRAFTS: | 11 | | | 139,127.06 | 0.00 | 139,127.06 |
| EFT: | 82 | | | 287,558.77 | 0.00 | 287,558.77 |
| NON CHECKS: | 0 | | | 0.00 | 0.00 | 0.00 |
| VOID CHECKS: | 0 | VOID DEBITS | 0.00 | | | |
| | | VOID CREDITS | 0.00 | 0.00 | 0.00 | |

TOTAL ERRORS: 0

| | | | | | |
|----------------|-----|---------------------|----------------|-----------|--------------|
| | NO | | INVOICE AMOUNT | DISCOUNTS | CHECK AMOUNT |
| VENDOR SET: 99 | 137 | BANK: 80144 TOTALS: | 684,672.53 | 0.00 | 684,672.53 |
| BANK: 80144 | 137 | TOTALS: | 684,672.53 | 0.00 | 684,672.53 |
| REPORT TOTALS: | 137 | | 684,672.53 | 0.00 | 684,672.53 |

Passed and approved this 28th day of April, 2020.

Dawn McNay, Mayor

ATTEST:

Tammy Nagel, City Clerk



Memorandum

TO: Daron Hall, City Manager

FROM: Quentin Holmes, Housing & Community Development Director
Blake Benson, Economic Development Director

DATE: April 23, 2020

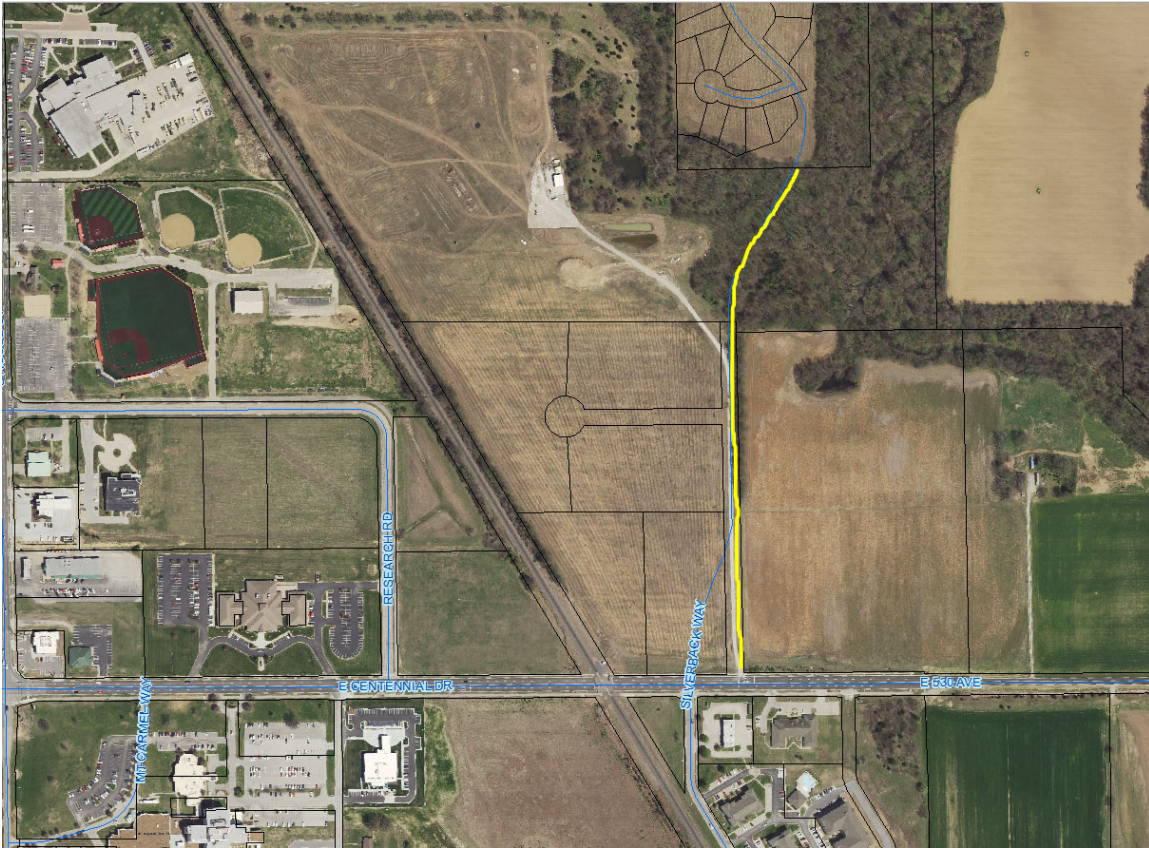
SUBJECT: April 14, 2020 Agenda Item
Silverback lift station electricity request

As Pittsburgh continues to develop business and housing opportunities along the Centennial east corridor, it's essential to ensure that the appropriate infrastructure is in place to serve these developments. In addition to the Silverback Landing development, the property directly east of Silverback Way (50 acres) is planned as a new commercial development, including a new location for ReNu Medical Spa, with plans to offer the remaining property as new commercial development sites. The Kansas Board of Regents owns the property directly to the west of Silverback Way (roughly 100 acres), which has been previously platted for potential future development.

The wastewater lift station that will serve this area is located near the entrance of the Silverback Landing development. The electricity that will power this station must be extended from Centennial to the lift station site. Evergy has estimated the City's portion of this work to extend the three-phase power to be \$61,021.

On April 3, 2020, the Economic Development Advisory Committee (EDAC) considered a request to provide this \$61,021 from the Revolving Loan Fund. As it will be a one-time expense and will help ready the area for future development, the EDAC felt it was an appropriate economic development expenditure and voted unanimously to recommend approval from the City Commission. The funds would be dispersed directly to Evergy, as they will perform the work.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, April 28, 2020. Action being requested is the approval or denial of the EDAC recommendation and, if approved, authorize the Mayor to sign the appropriate documents.





Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Economic Development Director

DATE: April 22, 2020

SUBJECT: April 28, 2020 Agenda Item
Convention center feasibility study

Travel and tourism has become a significant economic generator for Pittsburg and Crawford County. A recent report released by the Crawford County Convention & Visitors Bureau (CVB) showed that visitor spending accounted for over \$86 million in 2018 and supported over 1,000 jobs throughout the community.

However, the most glaring weakness in our local travel and tourism sector is that of a formal conference/convention space adjoined to a hotel. The CVB reports that this type of space is commonly requested by meeting planners and that our community is often eliminated from being considered for large conferences and meetings. This need is so great that it was included as one of the primary economic development initiatives listed in the *Imagine Pittsburg 2030* plan.

As a space of this type would be a significant investment for someone to build and maintain, the CVB has proposed to partner with the City to produce a feasibility study on the demand and projections for a space of this type. After reviewing multiple proposals, the CVB has recommended utilizing the Hunden Strategic Partners Team, a well respected development team, to produce a feasibility study for Pittsburg and Crawford County. The initial proposal from Hunden Strategic Partners includes a quote for \$39,500, which would be split between the City and the CVB, although efforts continue to negotiate that price downward.

The EDAC considered this at its April 22, 2020, meeting and felt that a conference space could provide a significant economic impact and that the feasibility study would be a good investment of Revolving Loan Fund dollars. As a result, the EDAC recommended funding the project at an amount not to exceed \$19,750.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, April 28, 2020. Action being requested is approval or denial of the EDAC recommendation and, if approved, authorize the Mayor to sign the appropriate documents.



Conference Center Consulting Services Proposal

Presented to:

Devin Gorman

Executive Director

Visit Crawford County

Sent via Email to: dgorman@visitcrawfordcounty.com

March 13, 2020



March 13, 2020

Devin Gorman
Executive Director
Visit Crawford County
Sent via Email to: dgorman@visitcrawfordcounty.com

RE: Conference Center Consultant Services

Dear Devin,

The Hunden Strategic Partners Team (HSP or Team), which includes David Greusel of Convergence Design is pleased to provide a proposal regarding the analysis of market demand and financial feasibility for a new conference center (Project) in Crawford County, Kansas. HSP believes it provides the right fit for your needs, as our professionals have performed these same tasks for a number of similar projects across the country, specifically in collegiate communities.

Hunden Strategic Partners (HSP), led by Rob Hunden, is a premier destination real estate development consulting firm, with its primary offices in Chicago and professionals in Indianapolis and Minneapolis. The firm offers the full-range of market and financial feasibility services, as well as economic and fiscal impact analyses for convention centers, meeting and event facilities, arenas, entertainment venues, hotels and hospitality, equestrian facilities, major mixed-use districts, residential, office, retail, restaurant, recreation facilities, and public spaces. Hunden has worked on more than 700 projects or studies in the past 25 years, with more than \$5 billion in built, successful projects. Many of our clients seek to achieve economic development through destination asset growth, including convention and event facility developments. Hunden Strategic Partners will provide you with a strong, industry-savvy approach in study of the convention/conference center opportunity and its impact.

Convergence Design (CD), led by David Greusel, is a professional design and architectural firm focused on design that connects people in significant and memorable places. The firm specializes in public assembly architecture while offering a wide range of architectural and related services. Founding Principal David Greusel has more than 30 years of professional experience, including design and planning work for convention and conference centers, sports and event facilities, and a large variety of other public-use facilities. He has worked with HSP in many markets like Champaign, including Bloomington and South Bend, Indiana and Ithaca, New York, not to mention dozens of others.

Why choose the HSP Team?

- **Nationwide experience in the feasibility of conference centers and their critical hotel packages.** Hunden is expert in the market analysis, feasibility and realities of convention and conference facilities, along with the hotel packages necessary for success. Mr. Hunden has conducted approximately 100 convention, conference, and event facility studies across the United States over the past 25 years, along with 200+ hotel studies. Similar studies include:
 - Bloomington, Indiana – Convention Center Expansion

- Madison, Wisconsin – Monona Terrace; Alliant Energy Center
 - Enid, Oklahoma – Stride Bank Center
 - Ithaca, New York – Conference Center
 - Coralville/Iowa City, Iowa – Conference/Convention Center/Hotel
 - Eau Claire, Wisconsin – Convention/Conference Center/Hotel
 - Durham, North Carolina – Convention/Conference Center/Hotel
 - South Bend, Indiana – Convention Center Expansion/Hotel
- **Understand the big picture and required amenities.** Hunden is a member of the International Society of Hospitality Consultants and has conducted more than 200 hotel studies. HSP understands that hotel availability and seasonality plays a large role in the viability of a conference/convention facility. Additionally, we understand the projects, events, processes, developer needs and key initiatives that come together to create great places. This is evidenced in the variety of project types and clients we have served.
 - **Comprehensive, Honest Analysis.** Simply put, HSP provides thorough, comprehensive and transparent analyses. Each report is unique, independent, and complete.

You will deal directly with Rob Hunden as the primary contact and signatory of any contracts. Hunden Strategic Partners will provide all of these assets under a time structure and pricing that is flexible to your needs. Should you have any questions, please contact me directly at 312.933.3637 or at rhunden@hundenpartners.com. Hunden Strategic Partners appreciates the opportunity to work with you.

Sincerely,

A handwritten signature in black ink, appearing to read "RH", followed by a vertical line.

Robin Scott Hunden
President and CEO
213 W. Institute Place, Suite 707
Chicago, IL 60610
rhunden@hundenpartners.com
(O) 312-643-2500
(M) 312-933-3637
(F) 312-643-2501

Project Team



Hunden Strategic Partners

Full Service Real Estate Development Advisory Practice

INDIANAPOLIS

CHICAGO

MINNEAPOLIS

HSP provides a variety of services for all stages of destination development in: Real Estate Market & Financial Feasibility and Development Consulting; Economic, Fiscal & Employment Impact Analysis (Cost/Benefit); Organization Development; Public Incentive Analysis; Economic and Tourism Policy/Legislation Consulting; Research & Statistical Analysis; and Developer Solicitation & Selection, Private Management Company Solicitation & Selection.

Since 2006, Hunden Strategic Partners (HSP) professionals have provided all of the above services for hundreds of client projects worldwide for the public, non-profit and private sectors. In addition, HSP professionals have prior professional career experience in municipal and state government, economic and real estate development, real estate law, hotel operations and non-profit management. Over 80 percent of HSP's clients are public purpose entities, such as municipalities, counties, states, convention bureaus, authorities and other quasi-government entities empowered to conduct real estate, economic development and tourism activities.

Areas of expertise include:

- Mixed-Use Developments
- Event Centers, Arenas & Stadiums
- Convention & Conference Centers
- Arts & Cultural Facilities
- Specialty Real Estate
- Sports & Recreation
- Entertainment/Retail
- Convention Headquarter Hotels
- Hospitality
- Fairgrounds & Expo Centers

Convergence Design



Who We Are

Convergence Design is about connecting people in significant and memorable places, and bringing them together in positive spaces. Convergence Design values the communities where buildings exist as much as the buildings themselves. We're about finding design solutions that are as right for a particular place as they are for a particular time.

Specializing in public assembly architecture, Convergence Design offers a wide range of architectural and related services, including strategic facility planning, programming, master planning, design, documentation and construction phase services. We also offer consulting services in strategic marketing, public presentations, graphic design and branding.

Convergence Design is committed to serving each client with personal, professional care. We engage with trusted, experienced colleagues to provide the full range of architectural and engineering services required for a particular project. Our clients rest assured knowing they will receive attention from the owner-principal throughout the course of their project.

Firm History

Convergence Design began as the private professional practice of David Greusel, FAIA in 2004. Since then, the practice has grown to serve a variety of municipal, private and institutional clients in the United States and Canada. We have assisted clients with everything from feasibility studies and master plans to renovations, building expansions and entirely new buildings. Convergence Design is organized as a Limited Liability Company in the state of Kansas and is authorized to provide architectural design services in more than twenty-five U.S. states.

Specialized Experience

With more than 30 years of professional experience, founding principal David Greusel has designed a wide variety of public buildings, including convention and conference centers, arenas, ballparks, recreation centers, student centers, churches, and similar facilities. Convergence Design's portfolio also includes a number of completed educational and institutional projects, office and retail projects, as well as a large number of facility master plans.



Rob Hunden

President & CEO
Chicago, Illinois

Hunden is an industry expert in the financial analytics of convention centers and HQ Hotels.

Hunden and his firm offer extensive experience in the economics of all manner of unique real estate projects, including convention centers and headquarter hotels, indoor and outdoor sports complexes, compelling residential and mixed-use developments, tourism projects, and entertainment districts. Over the past 25 years, Mr. Hunden has provided economic development, finance and planning expertise and conducted more than 650 feasibility and economic impact studies, including for some of the most notable projects in the U.S. He has had a hand in the development of more than \$4.5 billion in completed, transformative projects, including arenas, convention centers, major convention hotels, compelling boutique hotels, entertainment districts in several cities, theme parks and major tourist attractions. Rob has written articles on downtown developments and taught college-level Destination Development courses. He has conducted IEDC panel discussions and taught numerous professional development courses for IEDC over the past 15 years.

Quick Facts:

25 Years of Industry Experience
Incorporated Hunden Strategic Partners in 2006
Indiana University Kelley School of Business, BS Finance '94

Career Background

Hunden Strategic Partners, Chicago, 2006 - Present
Johnson Consulting, Chicago
Grubb & Ellis, Chicago
Landauer, Chicago
Indianapolis Bond Bank/Mayor's Office, Indianapolis
Huckaby & Associates, Washington, D.C.



Convention, Conference, and Expo Center Market Experience

Mr. Hunden conducts studies throughout the United States and North America on some of the most successful conference, event and convention centers. HSP has conducted such studies for the the Fort Worth Convention Center (TX), the Indiana Convention Center (IN), the Portland Expo Center (OR), the St. Charles Convention Center (MO), the TD Convention Center (SC), and many others.

Hotel Market Demand and Financial Feasibility

Mr. Hunden has a strong history of market, financial feasibility and impact analyses for hotels of all sizes, for both the public and private sectors. He has conducted studies in Indianapolis (IN), St. Louis (MO), Chicago (IL), Fort Worth (TX), Erie (PA), and Lexington (KY), among many others.

Recognized Industry Leader

Mr. Hunden's career arc includes both the public and private sectors, including at the Indianapolis Bond Bank, managing placemaking development projects for the Mayor's Office in the mid-90's. Over the past 25 years, he has become an industry thought leader, expert, and frequent speaker and author in the economics of placemaking.





Convention and Conference Centers

Dillon's convention and conference experience ranges from large multi-building convention and event campuses to small/ mid-size conference centers. He worked alongside professionals at Convergence Design to craft a downtown Development plan in St. Joseph, Missouri. He also contributed to HSP's collaboration with the NFL on the proposed Chargers stadium and convention center in San Diego, among many others.

Entertainment and Mixed-Use Districts

Dillon's background in managing all types of destination development studies has enabled him to understand key requirements for client success when studying entertainment and mixed-use districts. He understands how all of the pieces fit together to create a compelling destination and knows how to tell the appropriate story for each unique project.

Restaurant, Retail, and Specialty Attractions

Dillon has a passion for leading the tourism incentive impact studies for the KTDA, which focus on projects anywhere from bourbon distilleries, campgrounds and amusement parks to hotels and mixed use districts. He has also studied unique attractions related to equestrian, rodeo, and stock shows. He has been deeply involved in the expansion of the Fort Worth Historic Stockyards district.

Sports Complexes, Stadiums and Arenas

Dillon's experience with sports and arena projects ranges from community aquatics, recreation facilities, and youth tournament complexes to arenas and stadiums. Most recently he managed a multi-use arena and sports complex project in Overland Park, KS. Other sports projects include complexes in Lexington, KY and Monroe, MI, among others.



Dillon Gilman

Project Manager

Indianapolis, Indiana

As Project Manager at Hunden Partners, Dillon guides clients along every step of the study process and leads the HSP team of analysts from kickoff research to delivery of final product.

His areas of expertise include mixed-use and entertainment districts, entertainment venues, hotels and convention/expo projects, and major sports complexes. These involve a deep understanding of the competitive supply and potential demand for local, regional and national usages. He has worked on more than 100 market, financial, and economic impact analyses, including incremental tax revenue analyses for mixed-used districts, convention centers, arenas, hotels, attractions, sports and recreation complexes and many other types of real estate. He has presented findings to groups throughout the U.S. and is counted on by clients to provide them straightforward and well-researched advice.

Quick Facts:

Indiana University Kelley School of Business
BS Finance and Real Estate Concentration '15



David Greusel, FAIA, LEED® AP

Founding principal David Greusel, FAIA has over 30 years of professional experience in architecture. He has worked as a principal and shareholder in large and medium-sized architectural firms across the Midwest. His responsibilities have included every aspect of architectural project delivery including design, programming, planning, and project management. His primary strength, however, is working with clients to help them articulate and realize their own particular goals for a project. For most of his career, David has specialized in public assembly architecture, including stadiums and arenas; civic, convention and conference centers; and athletic and recreation centers.

David has a reputation as a skilled communicator and a consensus-builder. He has taught communication skills to architects and allied professionals nationwide. He authored *Architect's Essentials of Presentation Skills*, part of the Architect's Essentials series published by Wiley. For his contributions to the profession of architecture, David was elevated to the College of Fellows of the American Institute of Architects in 2009.

CONVERGENCE DESIGN

Responsibility
Principal

Education

Kansas State University,
B.Arch., *cum laude*

Registration

NCARB Certificate;
licensed architect in:
Alabama, Arizona,
Arkansas, Colorado,
Florida, Georgia, Idaho,
Illinois, Indiana, Iowa,
Kansas, Louisiana, Maine,
Maryland, Michigan,
Mississippi, Missouri,
Nebraska, North Carolina,
North Dakota, Ohio,
Oklahoma, South Dakota,
Tennessee, Texas, Utah,
Wisconsin

Memberships

Fellow,
American Institute of
Architects
Member, Congress for The
New Urbanism
LEED® Accredited
Professional
U.S. Green Buildings
Council

Selected Projects

- Pueblo Convention Center Expansion, Urban Renewal Authority; Pueblo, Colorado
- Central National Bank Center; City of Enid, Oklahoma
- Blue Water Convention Center, St. Clair County; Port Huron, Michigan
- Tinley Park Convention Center Expansion; Village of Tinley Park, Illinois
- Peoria Civic Center Revitalization; Peoria, Illinois
- H.H. Dow Leadership Academy, Dow Chemical Company; Midland, Michigan
- UIC Forum, University of Illinois-Chicago; Chicago, Illinois
- Richard E. Berry Center, Cypress-Fairbanks ISD; Houston, Texas
- Grand River Center; City of Dubuque, Iowa
- Utah Valley Convention Center; Provo, Utah
- Eastern Maine Events Center Study; Bangor, Maine
- Ocean City Convention Center Study; Ocean City, Maryland
- Winnipeg Convention Centre Expansion Study; Winnipeg, Manitoba
- Knight Convention Center Expansion Study; Miami, Florida
- Music City Center siting study; Nashville, Tennessee
- Springfield Expo Center; Springfield, Missouri
- Laredo Convention Center Study; Laredo, Texas
- Irving Convention Center Study; Irving, Texas
- Calgary Convention Centre Site Study; Calgary, Alberta
- Key Attractions Study, Greater Burlington Partnership; Burlington, Iowa
- Public Facilities Study, Stillwater Industrial Foundation; Stillwater, Oklahoma
- Missoula Event Center Study; Missoula, Montana
- Dodge City Event Center Study; Dodge City, Kansas
- Owensboro Convention Center Study; Owensboro, Kentucky
- Tampa Convention Center Expansion Study; Tampa, Florida
- Bicentennial Center Renovation; Salina, Kansas
- MC Benton Convention Center Renovation Study; Winston-Salem, North Carolina
- Encana Events Centre Conference Center Study; Dawson Creek, British Columbia
- Greenspoint Convention Center Study; Houston, Texas
- Tucson Convention Center Expansion Study; Tucson, Arizona
- Dayton Convention Center Renovation Study; City of Dayton, Ohio
- Tyson Event Center Renovation Study; Sioux City, Iowa
- Duluth Entertainment & Convention Center Expansion; Duluth, Minnesota

Experience and Qualifications

Professional Qualifications

Convention & Conference Centers, Expos & Fairgrounds

Austin, TX – Travis County Expo Center
Beloit, WI – Conference Center
Bentonville, AR – Convention Center & Hotel
Bloomington, IN – Convention Center Expansions
Branson, MO – Convention Center
Bryan-College Station, TX – Convention Center
Burbank, CA – Conference Center
Chester County, PA – Conference & Event Center
Chicago, IL – South Side Conference Center
Clearwater, FL – Convention Center
Cleveland, OH – CREST Center
Columbia, SC – Convention Center Expansion
Coralville, IA – Convention Center
Corydon, IN – Conference Center
Cyprus – Conference Centre
DeSoto County, MS – Civic Center Expansion
Durham, NC – Civic Center
Eau Claire, WI – Convention Center & Arena
Elizabethtown, KY – Convention Center
Enid, OK – Convention Center
Fort Worth, TX – Convention Center Expansion
Franklin, TN – Conference Center
Fuquay-Varina, NC – Conference Center
Greenville, SC – Convention Center



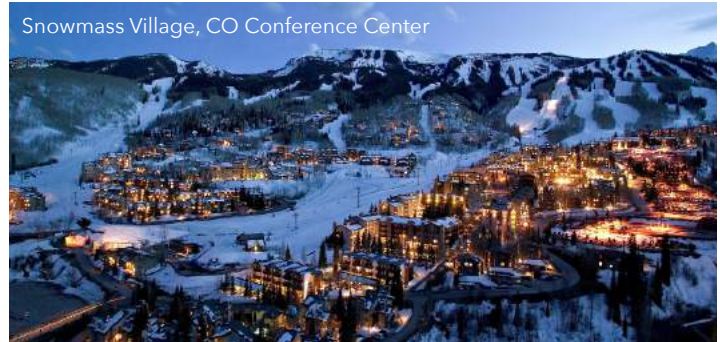
Hamilton County, IN – Fairgrounds Harrison
Houston, TX – Event & Expo Center
County, IN – Fairgrounds
Idaho Falls, ID – Event Center
Indianapolis, IN – Convention Expansion
Ithaca, NY – Conference Center Phases I & II
Jackson, MS – Convention/Telecom Center
Jamaica – Conference Center
Jeffersonville, IN – Convention Center



Professional Qualifications

Convention & Conference Centers, Expos & Fairgrounds

Kalamazoo, MI - Convention Center
Kitsap County, WA - Fairgrounds
Loveland, CO - Conference Center
Louisville, KY - Kentucky Expo Center
Lynnwood, WA - Convention Center Expansion
Memphis, TN - Convention Center
Michigan City, IN - Blue Chip Casino
Missoula, MT - Event Center
Nashville, TN - Tennessee State Fairgrounds
New York City, NY - Pier 94
Osceola County, FL - Convention Center
Phoenix, AZ - Civic Plaza
Portland, OR - Portland Expo Center
Pueblo, CO - Convention Center
Putnam County, GA - Convention Center
Rising Sun, IN - Rising Star Casino Resort
Rockford, IL - Convention Center
San Diego, CA - Convention Center
SeaTac, WA - Convention Center
Show Low, AZ - Convention Center
Sidney, NE - Conference Center
Snowmass Village, CO - Conf. Center & Hotel
South Bend, IN - Century Center
South Padre Island, TX - Conv. Ctr. Expansion
Spearfish, SD - Convention Center



Springfield, MO - Exposition Center
Springfield, MO - New Convention Center
St. Charles, MO - Convention Center/Expansion
St. Joseph, MO - Convention Center & Hotel
St. Louis, MO - SLU Busch Student Union
Thornton, CO - Convention Center
Toronto, ON - National Trade Centre
Valparaiso, IN - Convention Center



Professional Qualifications Convention & Headquarter Hotels

Amarillo, TX - Convention Hotel, 300 Rooms
Bangkok - Convention Hotel, 600 Rooms
Bloomington, IN - Convention Hotel, 250 Rooms
Branson, MO - Convention Hotel, 294 Rooms
Bryan-College Station, TX - Conv. Hotel, 250 Rms
Chicago, IL - McCormick Place, 800 Rooms
Clearwater, FL - Convention Hotel, 350 Rooms
Coralville, IA - Marriott, 250 Rooms
Durham, NC - Convention Hotel, 390 Rooms
Enid, OK - Convention Hotel, 125-150 Rooms
Erie, PA - Bayfront Sheraton, 210 Rooms
Evansville, IN - Convention Hotel, 253 Rooms
Fort Wayne, IN - Courtyard by Marriott, 250 Rms
Fort Worth, TX - Omni, 600 Rooms
Fresno, CA - Convention Hotel, 400 Rooms
Indianapolis, IN - Marriott, 615 Rooms
Jeffersonville, IN - Convention Hotel, 225 Rooms
Kalamazoo, MI - Convention Hotel
Louisville, KY - Galt House Hotel, 1,300 Rooms

DoubleTree by Hilton, Evansville



Marriott, Indianapolis



Ramada Oasis, Springfield

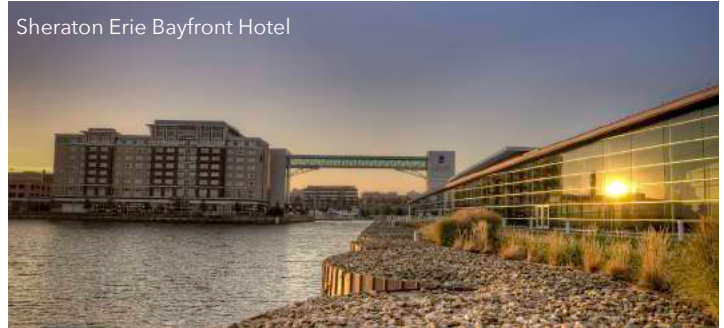


Professional Qualifications

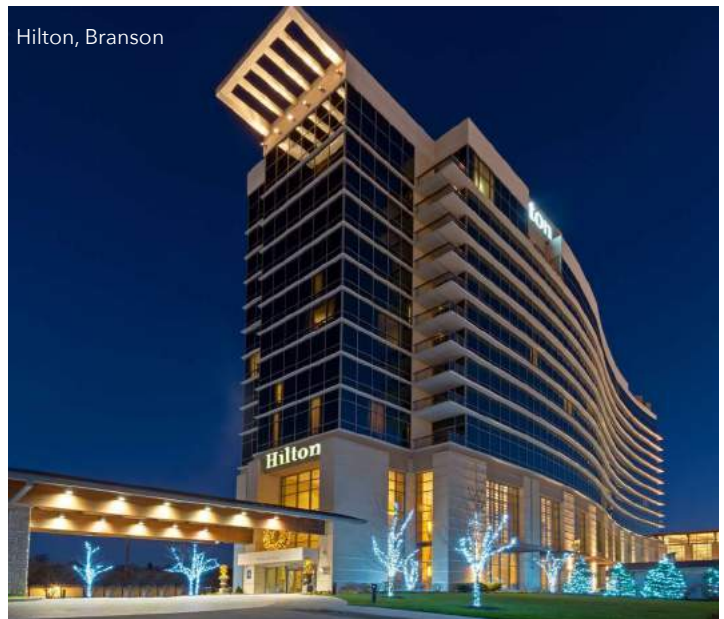
Convention & Headquarter Hotels

Madison, WI - Convention Hotel, 400 Rooms
Memphis, TN - Convention Hotel, 1,000 Rooms
Minneapolis, MN - Convention Hotel, 1,200 Rms
New York, NY - The New Yorker Hotel, 1,000 Rms
Osceola County, FL - Convention Hotel, 800 Rms
Owensboro, KY - Convention Hotel, 150 Rooms
Palm Beach County, FL - Conv. Hotel, 400 Rooms
Paducah, KY - Convention Hotel
Rockford, IL - Convention Hotel, 250 Rooms
Salt Lake City, UT - Convention Hotel, 1,000 Rms
Savannah, GA - Convention Hotel, 500 Rooms
Sioux City, IA - Convention Hotel, 188 Rooms
South Padre Island, TX - Convention Hotel
Springfield, MO - The Ramada Oasis
St. Joseph, MO - Convention Hotel, 200 Rooms
Syracuse, NY - Convention Hotel, 350 Rooms
Thornton, CO - Convention Hotel, 350 Rooms
Tucson, AZ - Hilton Hotel, 400 Rooms
Tunica, MS - Myriad Resort, 1,500 Rooms

Sheraton Erie Bayfront Hotel



Hilton, Branson



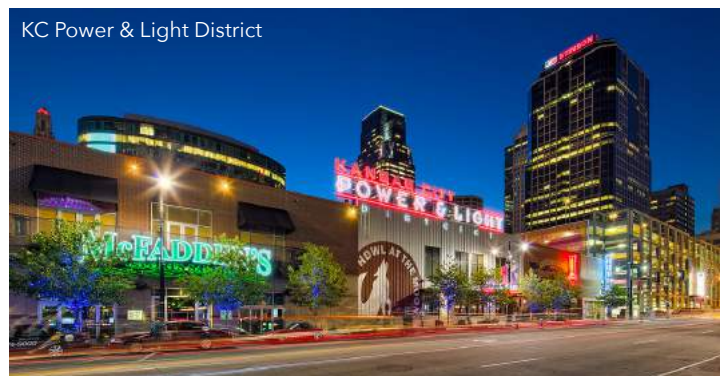
Fort Worth Omni



Professional Qualifications

Mixed-Use Destination Districts & Market-Based Planning

Albuquerque, NM – UNM Sports District
Ashland, KY – Mixed-Use District
Aspen, CO – Ajax Collection
Basalt, CO – Willits Town Center
Bedford Park, IL – Mixed-Use District
Bentonville, AR – Applegate Agri-Hood Residential
Billings, MT – Mixed-Use Development
Bloomington, MN – Waterpark of America
Boca Raton, FL – Glades Plaza
Bradenton, FL – Entertainment District
Branson, MO – Branson Landing
Casa Grande, AZ – Motorsports District
Chandler, AZ – Wild Horse Pass RED
Chandler, AZ – WHP Business Organization Plan
Chicago, IL – South Side Mega District
Chicago, IL – Navy Pier Expansion
Chicago, IL – Riverwalk Expansion
Chicago, IL – South Side Sports District
Chicago, IL – Pilsen Neighborhood Mixed-Use
Clearwater, FL – Downtown Mixed-Use District
Columbus, OH – Scioto Mile Destination District
Davenport, IA – Riverfront Development
Eastvale, CA – Town Center Development
Elkhart, IN – Gateway Master Plan



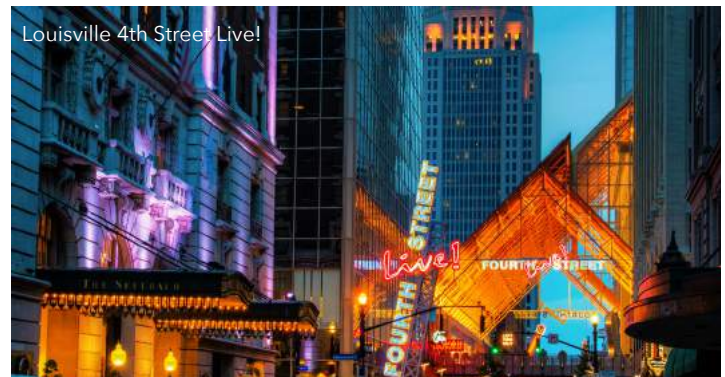
Fort Wayne, IN – Harrison Street Live!
Fort Worth, TX – Fort Worth Stockyards
Fort Worth, TX – Texas Trails Monument
Fountain Hills, AZ – Mixed-Use District
Great Lakes Bay, MI – Destination Devel. Plan
Hampton, VA – Mixed-Use Development Plan
Indianapolis, IN – CityWay Mixed-Use District
Indianapolis, IN – Emmis Communications HQ
Indianapolis, IN – Glendale Mall



Professional Qualifications

Mixed-Use Destination Districts & Market-Based Planning

Indianapolis, IN - Union Station Renovation
Jackson, MS - Mixed-Use Development
Kansas City, MO - KC Power & Light District
Kyle, TX - Downtown Multi-Use
Lake Michigan Marinas - NWI RDA
La Vista, NE - Southport West Live!
La Vista, NE - 84th Street Mixed-Use Development
Long Island, NY - Nassau Coliseum
Louisville, KY - 4th Street Live!
Madison, WI - Alliant Energy Center Master Plan
Mayfield, KY - WKT Technology Park
Michigan City, IN - Trail Creek Mixed-Use
Milwaukee, WI - Downtown Entertainment Dist.
Milwaukee, WI - Pabst City Critical Review
Osceola County, FL - AMR Mixed-Use District
Ottawa, ON - Lansdowne Park Development
Overland Park, KS - Mega Mixed-Use Development
Pikeville, KY - Mining Facility
Portsmouth, VA - Downtown Waterfront District
Rancho Santa Margarita, CA - Mixed-Use Devel.
Richmond, VA - Mixed-Use Development
Ridgefield, WA - Restaurant & Retail Development
Rockford, IL - Davis Park Riverfront Development
Roebing, NJ - Mixed-Use Development
South Padre Island, TX - Time-Share/Retail
San Juan, PR - Nightlife & Entertainment District



Sterling, IL - Mixed-Use Redevelopment
St. Joseph, MO - Downtown Mixed-Use District
Suffolk County, NY - Sports Mixed-Use District
Switzerland County, IN - Riverfront District
Tahoe City, CA - Mixed-Use Redevelopment
Tolland, CT - Mixed-Use & Retail
Toronto, ON - Woodbine Live!
Tupelo, MS - Downtown Mixed-Use District
Versailles, KY - Horse Walk of Fame
Windsor, CO - Tournament Sports Mixed-Use District
World Trade Center Analyses





“Convergence Design is a highly creative, a ‘think-outside-the-box’ organization that I believe will continue to grow and impact the architectural industry, as well as the community.”

**Douglas R. Peete, President,
Peete & Associates**

Top to Bottom:

- Utah Valley Convention Center, Provo, Utah
- Dow Leadership Academy, Midland, Michigan
- Peoria Civic Center; Peoria, Illinois

Representative Clients

Convergence Design’s client list reflects a diverse group of institutional, non-profit, and corporate clients. Some of our current and past clients include:

Alabama State University; Montgomery, Alabama
 City of Bismarck, North Dakota
 Boise State University
 Greater Burlington Partnership; Burlington, Iowa
 Community Development Foundation, Tupelo, Mississippi
 Dayton Convention & Visitors Bureau
 City of Enid, Oklahoma
 Escambia County, Florida
 Fox Theatre Inc., Atlanta, Georgia
 Global Spectrum; Philadelphia, Pennsylvania
 City of La Crosse, Wisconsin
 Little Rock Convention & Visitors Bureau
 Maryland Stadium Authority
 Northwest Missouri State University, Maryville, Missouri
 Osceola County, Florida
 Public Facilities Authority, City of Winston-Salem, North Carolina
 Pueblo Urban Renewal Authority, Colorado
 City of Salina, Kansas
 City of St. Joseph, Missouri
 Southeast Missouri State University
 Stillwater Industrial Foundation, Stillwater, Oklahoma
 St. Clair County, Michigan
 City of Troy, Ohio
 Walton County, Florida

Credentials

Founding Principal David Greusel is a member of the College of Fellows of the American Institute of Architects and has been certified by the National Council of Architectural Registration Boards since 1982. He is licensed to practice architecture in the following states:

Alabama, Arkansas, Arizona, Colorado, Florida, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Louisiana, Maine, Maryland, Michigan, Mississippi, Missouri, North Carolina, Nebraska, North Dakota, Ohio, Oklahoma, South Dakota, Tennessee, Texas, Utah, Wisconsin.

Contact Information:

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Phone: 816-255-2123
Mail: 1600 Genessee Street, Ste. 620
 Kansas City, MO 64102





South Bend Century Center Expansion Study, including Hall of Fame

South Bend, Indiana

HSP has been engaged by the City of South Bend, home to the University of Notre Dame, on two occasions. In 2019, the HSP Team was engaged to analyze an additional redevelopment scenario to a previously completed market demand and financial feasibility study regarding the expansion and redevelopment of the Century Center in downtown South Bend. The City sought to evaluate the potential renovation of the former College Football Hall of Fame building, to include additional ballroom and exhibit space.

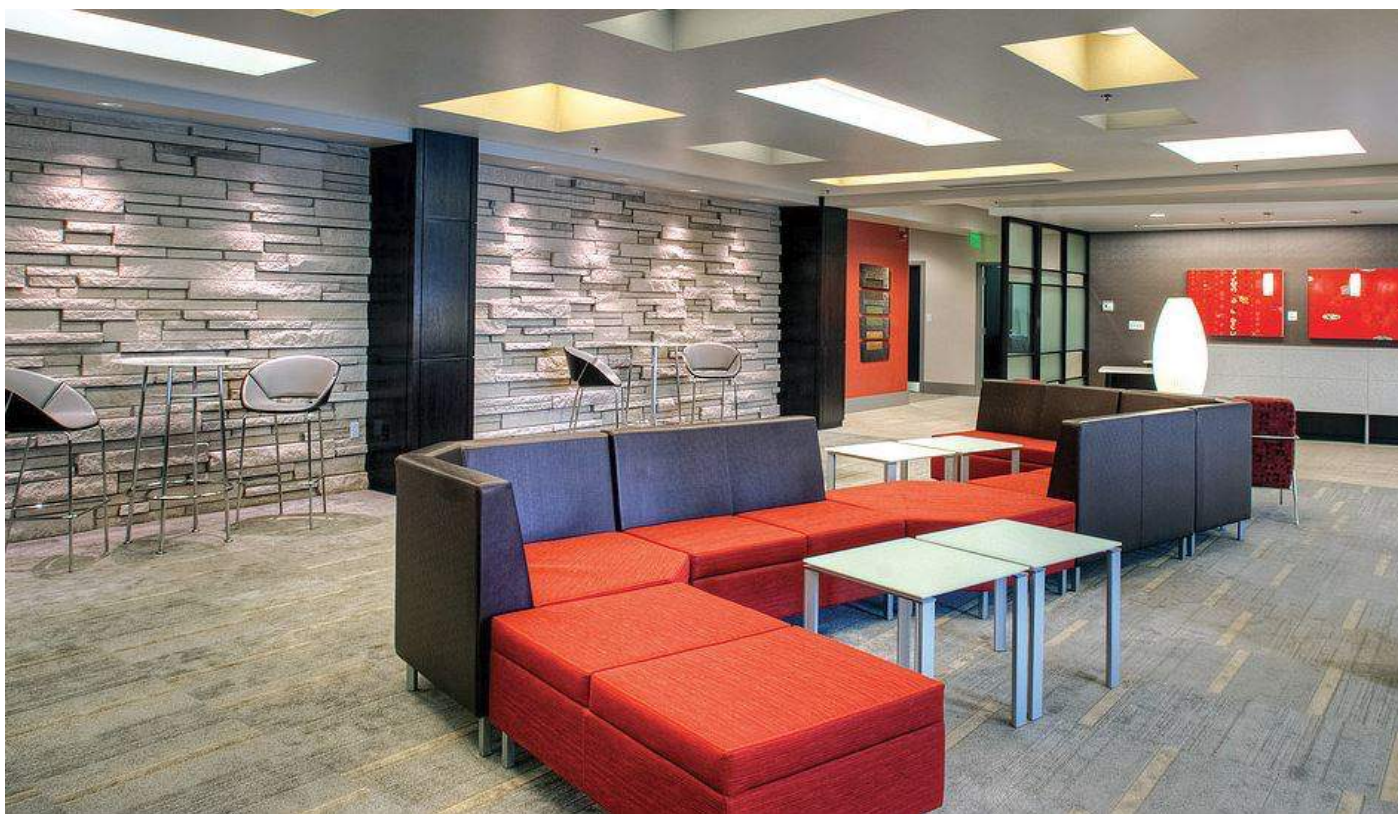
The goal of the originally 2018 study was to determine the market opportunity for expansion of the South Bend Century Center and to provide scenarios for expanded function space and the opportunity to draw additional conventions, conferences and sports events.

HSP considered the existing site and others for such a development. The need for a compelling hotel package was also considered and analyzed fully. HSP also conducted an economic, fiscal and employment analysis.

The initial report included recommendations for multiple scenarios of redesign and expansion. Each scenario recommended expansion of the Discovery Ballroom to 16,000 or 20,000 square feet, conversion of riverfront storage rooms into meeting rooms with river views, and full renovation of the existing Exhibit Hall.

Client: City of South Bend

Time Period: 2018, 2019



Convention Center & Hotel Feasibility (Multiple Studies)

Bloomington, Indiana

Since 2004, HSP has been engaged by the City of Bloomington, home of Indiana University, and the CVB on multiple occasions and continues to advise and update previous studies as needed. Most recently, in 2019, HSP was engaged to conduct a market and financial feasibility study for the Monroe Convention Center Expansion & potential headquarter hotel. In 2018, HSP was retained with Convergence Design to examine governance structures, including ownership, management and marketing of comparable convention center complexes.

Hunden Strategic Partners was also retained in 2006 to conduct a new study for a downtown hotel strategy, focusing on a full-service conference/convention hotel on a specific site. HSP made recommendations for brand, quality, size, amenities and estimated financing needs.

In 2004, Mr. Hunden managed and completed work for the Bloomington Monroe CVB, the City of Bloomington, and the Bloomington Downtown Commission related to the development of a downtown full-service hotel development and convention center expansion strategy. The work included a full feasibility of the hotel and convention center expansion, as well as recommendations for the physical program, site recommendations, organizational and governance recommendations and a financing analysis. Mr. Hunden worked in concert with Conventional Wisdom on the conceptual master plan.

| | | | |
|----------------|--|---------------------|--------------------------------|
| Client: | Bloomington Monroe CVB, City of Bloomington, Downtown Commission | Time Period: | 2004, 2006, 2018, 2019-Present |
|----------------|--|---------------------|--------------------------------|



Convention Center & Hotel Feasibility Study

Madison, Wisconsin

The City of Madison, Wisconsin retained Hunden Strategic Partners twice, once to work with Madison's Downtown Hotel Feasibility Study Committee to conduct a convention hotel study and later to advise the Mayor regarding four hotel proposals for various locations in downtown.

The first study evaluated the market demand and financial feasibility for a convention hotel downtown. HSP recommended the optimal product given the needs of the Monona Terrace Community and Convention Center. In conducting the study, HSP also reviewed the local market, meeting planner preferences, convention center and hotel trends, and regional and national competitors. HSP determined that a downtown convention hotel was recommended and necessary to keep Madison competitive.

HSP recommended development of a 400-room convention hotel in downtown Madison, adjacent or connected to Monona Terrace Community and Convention Center. HSP recommended that the project be a full-service hotel with a full range of meeting space and amenities, including 30,000 square feet of meeting and ballroom space. The second study advised the Mayor on how to prioritize four hotel proposals, all on separate sites and with different formats. HSP analyzed each proposal and recommended a strategy to increase its leverage on the convention hotel, advance a transformative lakefront project and position two other development projects for future advancement.

Client: City of Madison

Time Period: 2008 - 2009



Convention Center & Hotel Feasibility Study

Bentonville, Arkansas

Hunden Strategic Partners worked with the City of Bentonville and the Bentonville CVB to study the hotel, convention, conference, and events market to determine if opportunity existed to develop a convention center and hotel package.

The City wanted to enhance its community as a destination for visitors, residents and businesses with the possible development of meeting, convention/conference and hotel facilities that would both attract and accommodate demand from major corporations like Walmart, Tyson and others, as well as opportunity to attract rotating conventions.

HSP analyzed Bentonville's economic, demographic and tourism attributes, convention industry trends, local and regional competitive facilities, comparable case studies, headquarter hotel trends and competitive environment, and the Bentonville hotel market realities. HSP then provided the city with detailed demand and financial projections for the recommended scenario, as well as funding and financing alternative recommendations.

Client: City of Bentonville & CVB

Time Period: 2015



Columbia Convention Center Expansion, Headquarter Hotel & District Study

Columbia, South Carolina

Experience Columbia, in conjunction with the City of Columbia, engaged Hunden Strategic Partners to conduct a market, financial feasibility, and economic impact analysis of an expansion of the Columbia Convention Center, accompanied by a surrounding mixed-use district. The proposed convention center district development includes:

- Columbia Convention Center expansion: approximately 100,000 square-foot expansion, including 75,000 square feet of new exhibition space;
- Hyatt Regency: 300-key full-service convention center hotel, to include 25,000 square feet of additional meeting space;
- Tapestry by Hilton: 150-key boutique hotel, an 8-story building to include restaurant and retail components and a rooftop amenity deck with event space;
- Additional restaurant, retail, office and residential components on the remaining acreage; and

As part of the project, HSP is conducting the following analyses: economic, demographic and tourism analysis; meetings market analysis; meeting planner interviews; hotel market analysis; convention hotel market analysis; mixed-use (retail, office, residential) analysis; demand and financial analysis; and economic, fiscal and employment impact analysis.

Client: Experience Columbia/City of Columbia

Time Period:

2019 - Present



Conference Center & Hotel Financial Feasibility Analysis

Greenfield, Indiana

HSP was engaged by design firm RQAW and the City of Greenfield to perform a market and financial feasibility study for a potential conference center and hotel off of Interstate 70 in Greenfield. The project goals included answering the following unique key questions:

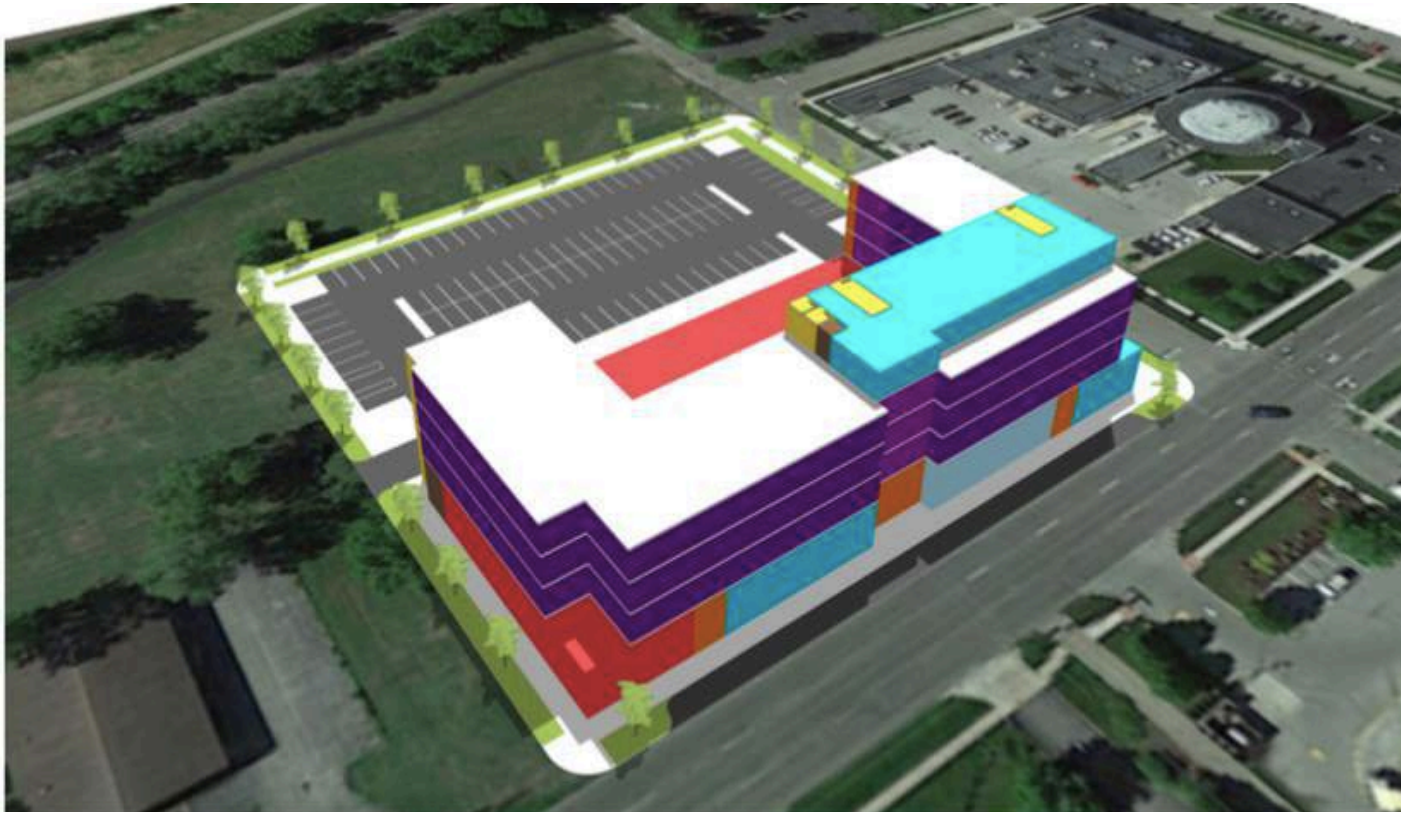
What is the best way to meet Elanco's needs for conference space and hospitality in order to facilitate the continued growth of their business? Is it possible to develop a conference hotel? Would/could the development be supported by public subsidy alone? What is the need for conference and hospitality space off the local interstate? Is it prudent to develop off of I-70?

HSP determined the overall market feasibility of the proposed project and made recommendations regarding the optimal site, facility programs and costs for the development.

The study headlines revealed that Greenfield's proximity to Indianapolis hotels and conference/meeting venues had hindered its ability to develop its own facilities to serve the local market. Due to population and business growth in Greenfield and Hancock County, the development of a conference center and adjacent hotel was recommended. The hotel was recommended to include 100+/- rooms with a strong complement of ballroom and meeting space. Possible brands included Courtyard by Marriott, Hilton Garden Inn and Hyatt Place.

Client: RQAW & City of Greenfield

Time Period: 2017 - 2018



Conference Hotel Study & Developer Selection Process

Columbus, Indiana

HSP worked with design professionals from American Structurepoint to study the market and financial feasibility of a potential conference center hotel in downtown Columbus, Indiana. HSP's analysis included a comprehensive understanding of the hotel and meetings market, current and future hotel growth trends, a competitive Columbus hotel analysis, recommendations, demand and financial projections, and an economic, employment, and fiscal impact analysis.

Initially, the City envisioned that the analysis would examine a site in and around a parcel of City-owned land located just outside of downtown Columbus on 2nd Street and Lafayette. The City also asked HSP to determine whether or not the potential hotel could somehow be linked to the current Crump Theatre, which is located in the same area. As HSP worked through the analysis, two additional sites presented themselves as possible options. These sites were the Bartholomew County Probation site and the Post Office Site. American Structurepoint provided detailed conceptual drawings for each of the sites. At the conclusion of the Phase I analysis, the City of Columbus decided to move forward with a developer selection process for the project.

HSP is currently executing and managing Phase II of the project – soliciting and selecting a developer to move the hotel project from concept to reality. HSP will release a developer RFQ document in March 2019.

| | | | |
|----------------|------------------|---------------------|----------------|
| Client: | City of Columbus | Time Period: | 2018 - Present |
|----------------|------------------|---------------------|----------------|



Kokomo Conference Center, Hotel & Events Study

Kokomo, Indiana

Hunden Strategic Partners worked with the City of Kokomo to study the hotel, convention, conference, entertainment and arts event market and a variety of venue types.

The Kokomo Event & Conference Center at Ivy Tech Community College had the largest meeting space and an existing base of business but could not very well accommodate demand for corporate meetings, training seminars and receptions due to its prior incarnation as a larger big-box style retail outlet. A new upscale quality conference hotel that was more high-end but not out of reach for the Kokomo and central Indiana price point was recommended to help meet the demand without inflicting any significant harm on the existing supply.

The result of the study included a recommendation regarding the construction of a conference center hotel, an entertainment/events center and a convention facility, with the hotel-conference center as the recommended priority project. The report also suggested the best size and potential locations for the opportunity, particularly in light of the new U.S. 31 freeway bypass and downtown development and the resulting implications.

In July 2018, the City announced that a six-story, 123-room Hilton Garden Inn and an adjoining 22,000-square-foot conference center, representing a \$26 million investment, is coming to downtown Kokomo. The project will also become the new home for the Kokomo Automotive Museum.

Client: City of Kokomo

Time Period: 2013



Conference Center Market & Financial Feasibility Study

Ithaca, New York

HSP worked with the Ithaca Downtown Alliance to conduct a market demand, financial feasibility and economic impact analysis for a potential conference center in downtown Ithaca. The primary goal of the potential project is to improve the quality of life, increase hotel stays (especially during mid-week), generate new ongoing jobs, and generate economic impact by attracting conference, meetings, banquets, and other events to downtown Ithaca from outside the area.

Ithaca is a unique setting for a conference facility because it is an exemplary college town. It is a small city, whose culture and economy are dominated by university life, complimented by scenic beauty and natural attractions and resources, as well as wineries and distilleries. Adults enjoy college towns in large part because they tend to offer a wide variety of the arts, restaurants, nightlife, live theater and music, architecture, and other cultural amenities of a large city, yet in an easy to navigate smaller city setting.

Analysis of the market appeal, demographics, and competitive local and regional supply of event facilities, as well as conversations with local stakeholders, hoteliers, industry experts, and potential demand generators, indicated that there is an opportunity for a conference center development in downtown Ithaca.

HSP worked with Convergence Design to complete Phase Two of the study, which included a deep dive into the project financial projections, developer proposal analyses, and construction budget estimates and layouts.

Client: Ithaca Downtown Alliance

Time Period: 2016 – 2017, 2019 – Present



Multiple Convention Center Expansion & Hotel Studies; Management Solicitation Process

Durham, North Carolina

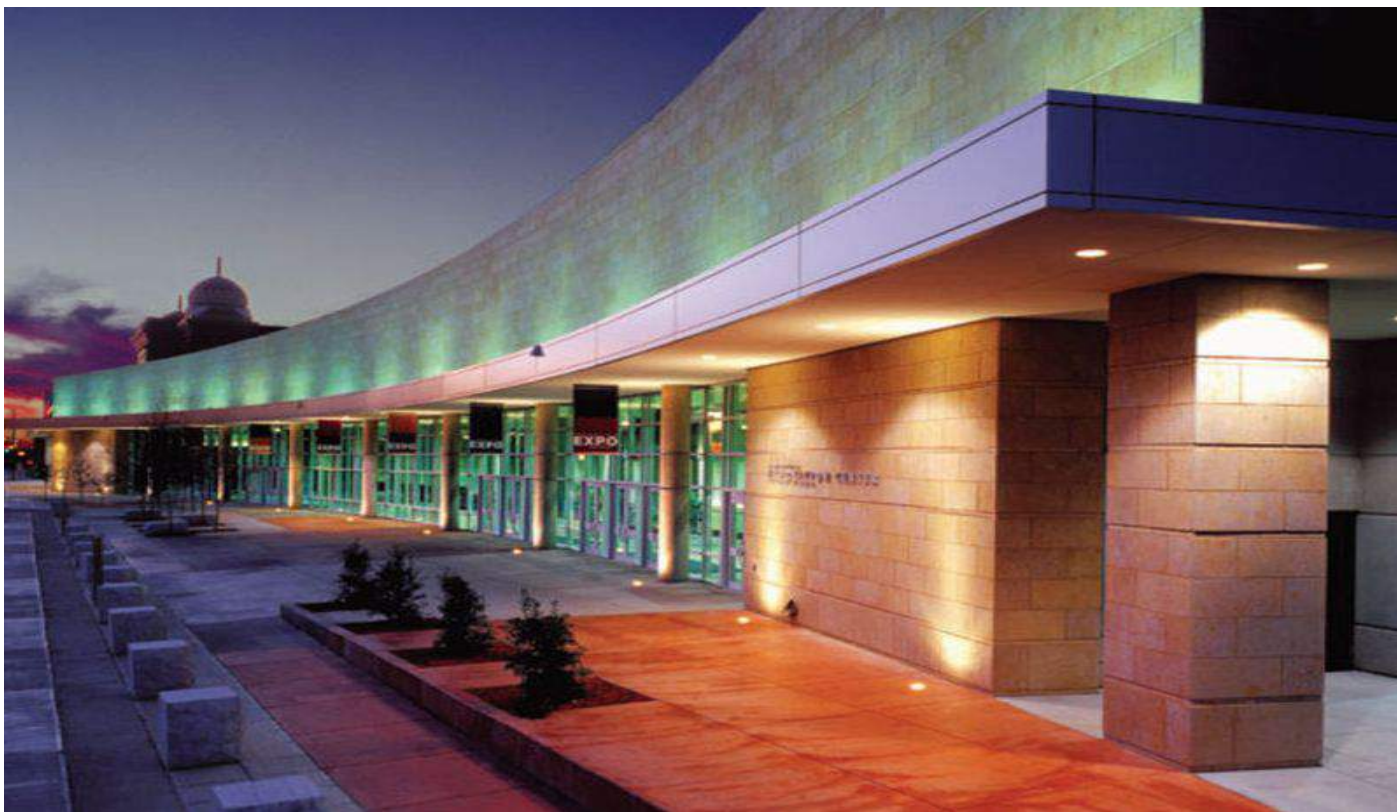
Mr. Hunden has worked on behalf of the City and County of Durham on six occasions over the past fourteen years related to the health and impact of the Durham Convention Center (DCC) and adjoining Marriott convention hotel.

Most recently, HSP conducted a governance analysis and management selection process for the DCC, which has seen its deficit increase from \$700,000 to \$1.4 million over the past five years. HSP created the RFP, which included a full management contract, worked with bidders to respond effectively to the RFP, assisted in conducting interviews and managed the evaluation process before and after the interviews. The successful bidder was Global Spectrum. Prior to this process, HSP conducted an operational review and financial audit of the DCC to determine options for improved performance. This led to the recommendation to go out to the marketplace for a competitive management selection process. HSP also conducted an impact study on the DCC of the development of the SunTrust building into an adjacent hotel.

In 2007, HSP was engaged to assess the strategic options related to transferring ownership of the DCC to another entity, potentially the private sector. The analysis included a valuation of the facility based on economic value. In 2005, Mr. Hunden completed a downtown convention complex master plan with SOM. In 2004 he completed a detailed financial analysis to divide the revenues and expenses between the Marriott and the Durham Civic Center, which are part of the same complex and had been operating as one entity.

Client: City and County of Durham

Time Period: 2004 - 2005,
2007 - 2008,
2009 - 2011



Multiple Convention Center & Hotel Feasibility Studies

Springfield, Missouri

HSP has been engaged by the City of Springfield and the Convention and Visitors Bureau on multiple occasions. Most recently, HSP conducted a market demand and financial feasibility study for a new convention center complex, including supportive hotel package, as part of the Bass Pro Campus. The goal of the study was to create one of the country's most unique convention centers as part of the Campus, as well as improve the quality of life, hotel stays, create new jobs and economic impact by attracting sizeable interrelated attractions with the potential components.

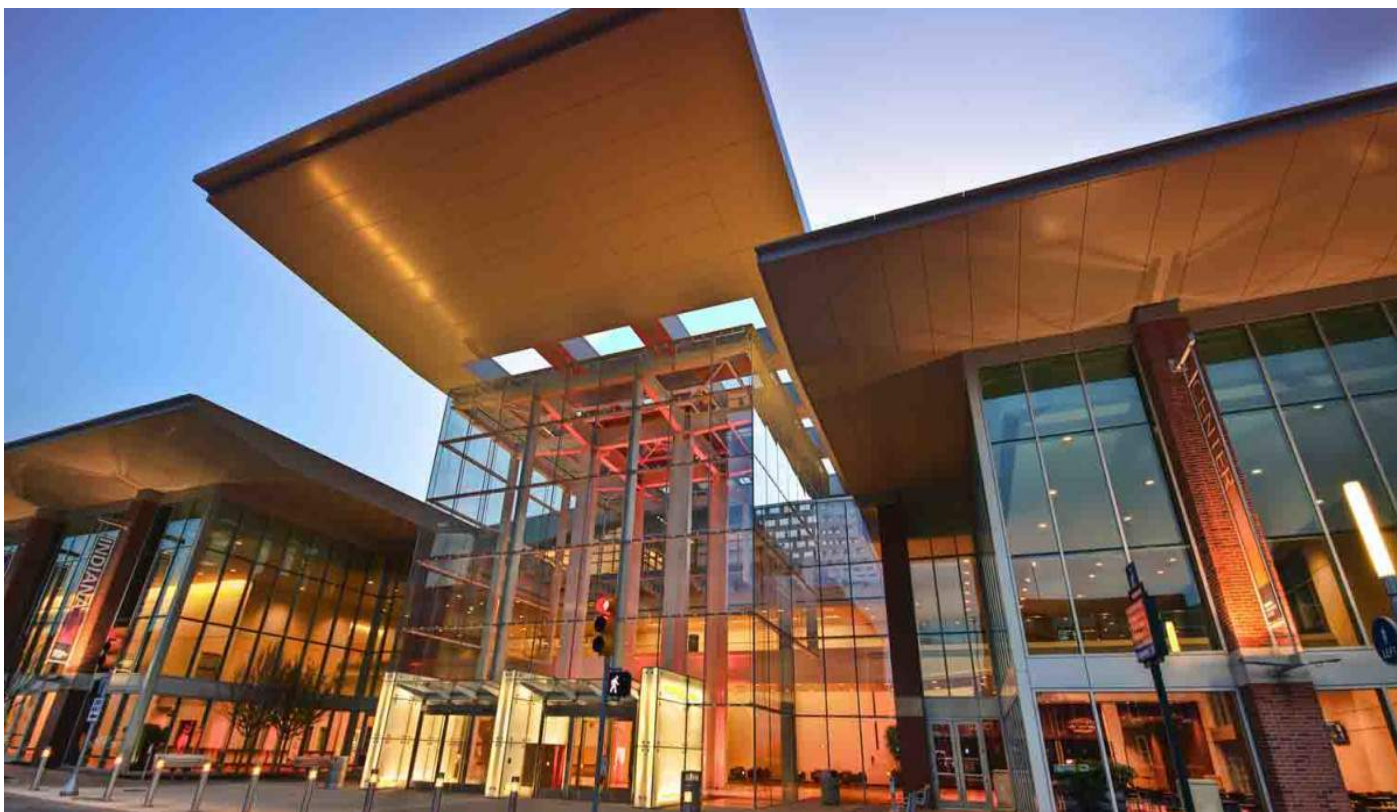
In 2015, the Springfield CVB in collaboration with the City of Springfield, engaged Hunden Strategic Partners to update its 2011 study and complete a new analysis for the development and expansion of convention and attached hotel facilities for the city.

The purpose of the study was to help the community understand if the investment to expand its current exposition center into a full-fledged convention center was viable. In addition, HSP considered the existing site and others for such a development. The need for a compelling hotel package was also considered and analyzed fully.

The report included a recommendation to add a ballroom, meeting rooms and a catering kitchen to the facility, making it a true convention center. In addition, HSP recommended a 200+room branded hotel adjacent. HSP also recommended the current management agreement and funding be restructured to improve the amount of activity at the facility.

Client: Springfield CVB & City of Springfield

Time Period: 2015 - 2019



Indiana Convention Center Expansion Studies

Indianapolis, Indiana

Mr. Hunden has worked on multiple convention center expansions for the City of Indianapolis, as well as several convention hotel and arena projects. These span the years 1996 – 2010.

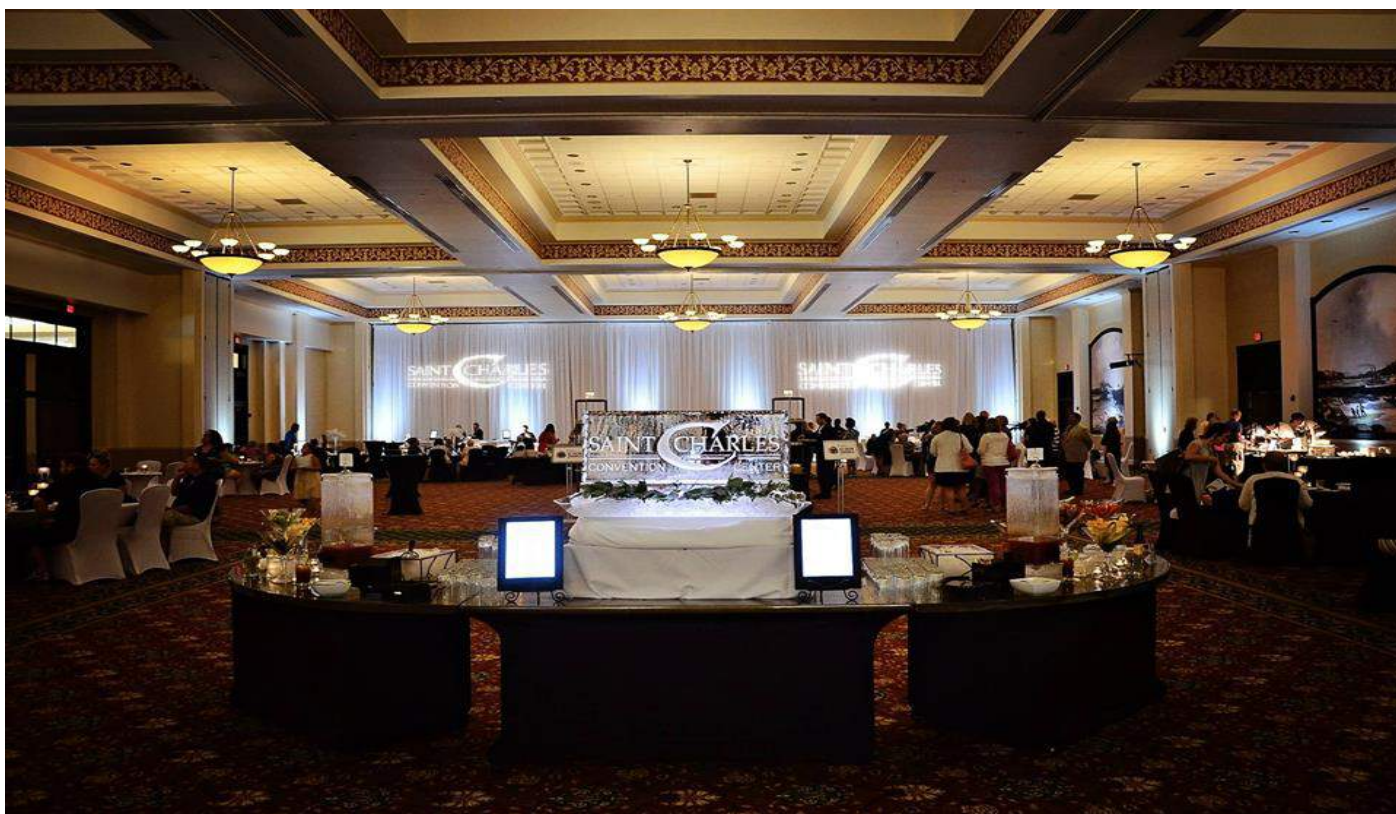
In the 1990s, Hunden worked on the financing as well as competitive positioning of the Indiana Convention Center as well as the development of the 615-room Marriott hotel. He also worked on pre-development planning for future expansions as well as additional hotel proposals.

In 2006, Mr. Hunden worked with the City of Indianapolis to develop a design solicitation for the most recent convention center expansion, which took the physical space of the RCA Dome after it was dismantled and replaced by Lucas Oil Stadium. The old dome space allowed the convention center to double in size. Hunden Strategic Partners worked with the ISCBA (Indiana Stadium and Convention Building Authority) to develop and manage the process. In addition, HSP provided the ISCBA with its commentary on the overall budget and programming in the early stages of the process.

The project opened in early 2011 and has helped Indianapolis grow its convention business significantly.

Client: City of Indianapolis

Time Period: 1996 - 1998,
2006 - 2010



Convention Center Development Strategy & Expansion

St. Charles, Missouri

Mr. Hunden completed two studies for the City of St. Charles and the Convention and Visitors Bureau. The first was completed during the years leading up to the development of the St. Charles Convention Center and Hotel. The work included a full market and financial feasibility study for the project, as well as an economic impact analysis. The following additional elements were also completed during the process: Hotel analysis and recommendations, site analysis, TIF projection, financing and funding analysis, and negotiation assistance for Developer Agreement with John Q. Hammons.

The work was completed and the project opened in April of 2005. The facility, with a 16,200-square foot ballroom and 27,600-square foot exhibit hall has performed beyond its expectations and the results are a testament to the excellent management, strong destination components and conservative nature of the original studies.

HSP was hired in 2017 to complete a second study for the city, this time regarding an expansion market and financial feasibility analysis for the convention center. HSP determined the market opportunity for an expansion of the St. Charles Convention Center and adjacent hotel development. The results of the study concluded that an expansion of the convention center was feasible. The primary driver of this recommendation was the opportunity to attract highly impactful sporting events, including dance, cheer, wrestling, and gymnastics.

Client: City of St. Charles & the CVB

Time Period: 2002 – 2003, 2017



Downtown Redevelopment Master Plan

Saint Joseph, Missouri

The Missouri DREAM initiative allows cities in Missouri to access technical and consulting assistance in the development of their downtowns. As part of St. Joseph's study process, Hunden Strategic Partners was retained on multiple occasions. First, HSP completed the feasibility of expanding and improving the Civic Center to include an adjacent meeting facility as well as the feasibility of a hotel. Improvements to the existing Civic Arena were also included in the study. The current facility includes 19,000 square feet of exhibit space via the arena floor, seating for up to 4,200, no dedicated ballroom and approximately 4,000 square feet of meeting rooms. Up for consideration is a new events center that will include convention, conference and event space.

HSP completed the initial feasibility study in early 2008 and recommended the development of a small multi-purpose facility adjacent to the Civic Arena, as well as the development of a small full-service hotel of 120-rooms within an existing historic building. Finally, an expansion was recommended for the existing Holiday Inn. In the second analysis, HSP produced an overall downtown redevelopment plan that included the recommended improvements and a financial plan to bring the plan to fruition.

In 2019, HSP worked with professionals at SWT Design, Convergence Design and McClure to complete the Riverfront Development Master Plan for the City of St. Joseph. The master plan process included stakeholder workshops, market validations to help prioritize development plans, design alternatives, and final design strategies and recommendations.

Client: City of Saint Joseph

Time Period: 2007-2013; 2018-2019



Convention Center, Arena & Hotel District Study

Eau Claire, Wisconsin

HSP performed a comprehensive market, financial feasibility and economic impact analysis for the potential development of a new convention center, arena and headquarter hotel in Eau Claire, Wisconsin. This study was a cooperative effort between the University of Wisconsin Eau Claire, the City of Eau Claire and Visit Eau Claire.

In addition to the complete hotel and convention center study, HSP conducted an arena study that analyzed the market opportunity for the increased capacity of an arena-style event center, as part of the Sonnentag Event and Recreation Complex. HSP conducted a market demand assessment, facility needs assessment, site analysis, financial analysis, and economic impact analysis. At the conclusion of the process, HSP determined the impact differential between two sizing options for the event center.

HSP determined that the project was not feasible as proposed. The team ran scenarios for a 4,500-seat arena and a 6,500-seat arena and concluded that the smaller scenario would struggle for consideration by major concert and entertainment promoters. Market feedback indicated that the venue would need to accommodate approximately 6,500 spectators for concert seating. At the conclusion of the analysis, HSP recommended a convention headquarter hotel and a convention center program to include 30,000 square feet of column free flat-floor exhibit space, a 15,000 square foot carpeted ballroom, and 8,000 square feet of breakout meeting space.

A headquarters hotel and walkable activities were deemed critical to the success of a convention center. However, at this time the community has not determined what direction to proceed for any of the elements.

Client: Visit Eau Claire

Time Period: 2017 - 2018



Multi-Purpose Conference/Convention Center Feasibility

Beloit, Wisconsin

Hunden Strategic Partners worked with Visit Beloit to assess the financial feasibility of a new conference center facility in Beloit. The main elements of the study included a complete market validation assessment, financial feasibility including capital construction analysis, and an operating analysis.

Located in south-central Wisconsin adjacent to the Illinois border, the City of Beloit is the second largest city in Rock County with 36,966 residents. Beloit is within a ninety-minute drive to Madison, Milwaukee, and Chicago and has experienced success through a number of revitalization efforts along the Rock River and in the downtown area. In 2015, the City Center Council of Beloit and Beloit 20122 identified the need for a meeting, conference, and convention space as a priority.

HSP determined that there was some demand for meeting and event space in the market, as well as a hotel with a large enough room block to host a small-scale conference. The final recommendations included a conference hotel with 140 rooms, 5,000 square feet of divisible ballroom space, 5 meeting rooms, a restaurant, and catering kitchen for the event space.

Client: Visit Beloit

Time Period: 2018



Convention Hotel Developer Solicitation Process

Evansville, Indiana

The City of Evansville and the Evansville Redevelopment Commission engaged HSP to help them study and then develop a convention and sports headquarters full-service hotel with meeting and ballroom space to help create a key downtown convention and conference hotel package. This redevelopment package included the 11,000-seat Ford Center arena and a 242-room hotel adjacent to the existing Evansville Auditorium and Convention Center.

HSP's study recommended a 240-room convention headquarters hotel to help the convention center attract events that had been bypassing the city for many years. Hunden Strategic Partners was then retained again by the Evansville Redevelopment Commission (ERC) to manage the developer selection process for the hotel. Due to HSP's extensive knowledge of how to conduct successful developer selection processes and financial structures, the team was able to provide expert guidance to the ERC. In its role, HSP attracted large, qualified development teams to Evansville, evaluated the proposals submitted, conducted interviews and assisted in negotiations with the selected developer, HCW of Branson, Missouri.

The 242-room Doubletree Hotel project was approved in October of 2013 and opened in January of 2017 with a large ballroom and meeting rooms and is attached to both the arena and convention center by overhead connectors. A second hotel is underway nearby as convention business has taken off. The approved financing includes a \$20 million public bond, \$12 million in local corporate contributions and more than \$40 million in private funding.

Client: City of Evansville

Time Period: 2011 - 2014



Convention Center & Hotel Feasibility, Strategy Study

Jeffersonville, Indiana

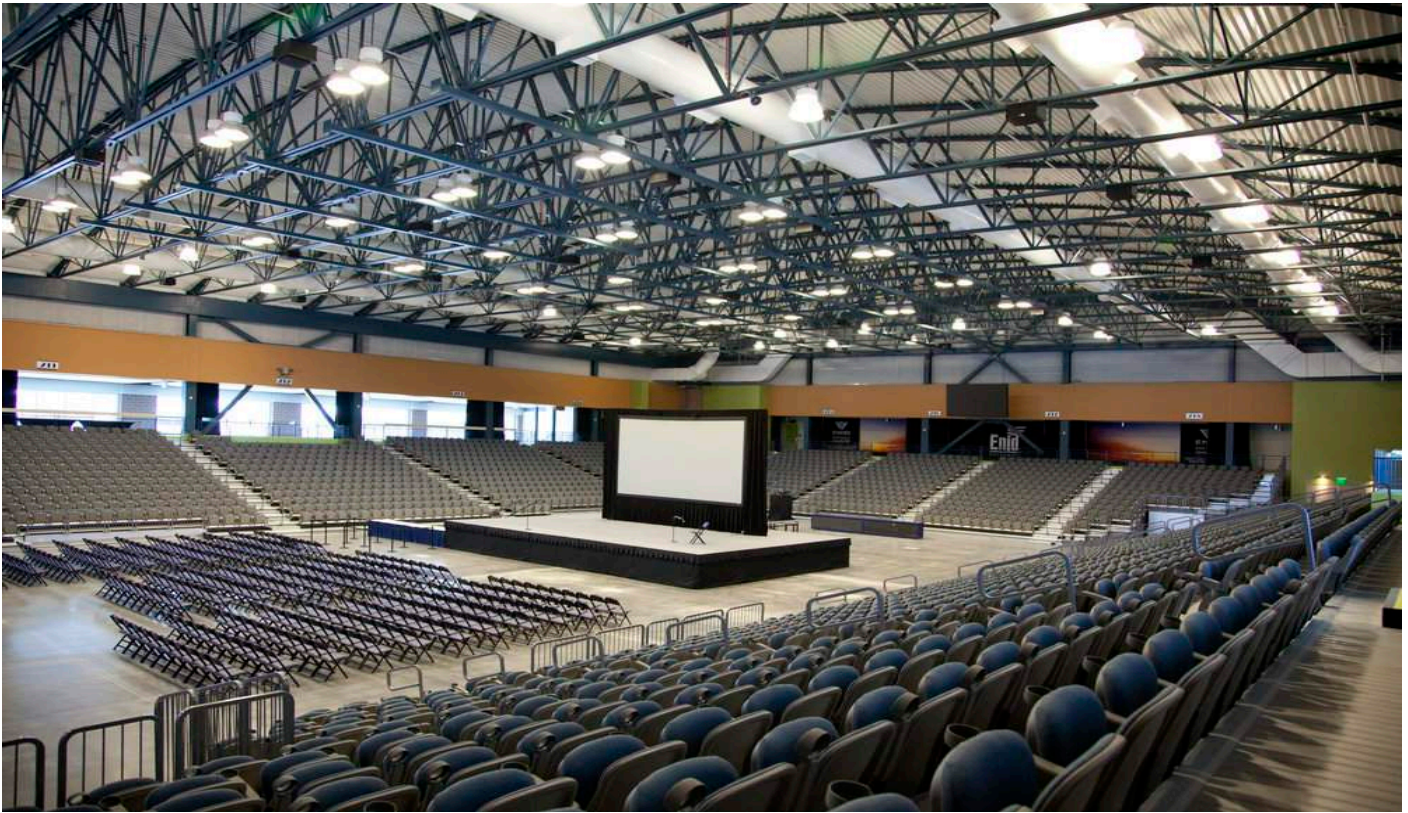
The City of Jeffersonville retained HSP to conduct a feasibility study to determine the viability of a hotel and conference or convention center.

After completing the analysis, the team, including professionals from Pinkowski & Company, made recommendations for the physical project. These recommendations covered such things as the size, quality and type of function space as well as other services, such as food and beverage requirements. Possible sites and demand and financial projections were also analyzed.

In the second phase of the assignment, the consulting team, additionally including Hunt Construction, further analyzed site, provided conceptual drawings, cost estimates, economic impact and financing analyses, as well as an evaluation of the ownership and management options for the facilities.

Client: The City of Jeffersonville

Time Period: 2008 - 2010



Convention Center, Hotel Study, & Developer Selection

Enid, Oklahoma

Hunden Strategic Partners and Convergence Design worked with the City of Enid to conduct an analysis of the development potential for renovated and new civic facilities downtown. The City was interested in studying the opportunity for a renovated Mark Price Arena, a new multi-purpose event center, and a downtown hotel to serve the new event complex.

A comprehensive feasibility study was conducted, which included recommendations and an economic, fiscal and employment impact analysis. The City determined to move forward with the project with a \$35 million budget. The City also decided to solicit developer proposals for the hotel development. HSP assisted the City by managing the developer solicitation process for the proposed hotel downtown.

Construction for the downtown event center began in May 2011. The final product, designed by Convergence Design, opened in the spring of 2013. The building opened as the Enid Event Center and Convention Hall, but the name changed in 2016 to the Central National Bank Center and again in 2019 to the Stride Bank Center. Since opening in 2013, the center has performed extremely well, hosting major music and entertainment events. In addition to entertainment and concert events, the center accommodates a variety of corporate meetings, seminars, tradeshow, weddings and related special events.

Client: City of Enid

Time Period: 2010



Flex Event Facility

Chester County, Pennsylvania

HSP was engaged by Chester County to evaluate the market demand, financial feasibility and impact of a potential conference and/or flex event facility. HSP, alongside design professionals from NBBJ, are currently completing a two-phased study for the facility. While Chester County and the Convention and Visitors Bureau identified a need for additional meeting space in Chester County, the Client is also interested in a studying a sports element for the facility.

Phase I of HSP's study includes market analyses of the convention and meetings market, the hotel market and the local sports market. HSP's study plan also includes identifying similar projects and profiling said projects to give the County an idea of how other flex facilities have performed in the past and are performing currently. Phase I will conclude with recommendations, projections and an economic, fiscal and employment impact analysis.

Phase II will study the proposed site more closely and make recommendations regarding potential funding and management structure and update the financial projections and impact based on those recommendations and findings.

Client: Chester County and the CVB

Time Period: 2019 - 2020



Convention Center Market & Financial Feasibility

Elizabethtown, Kentucky

HSP worked with the Elizabethtown Tourism and Convention Bureau (ETCB) to conduct a market analysis and financial feasibility study for a potential new convention center in Elizabethtown. The study examined the Elizabethtown community as it relates to meetings, convention events, banquets, indoor sports events, and supportive hotels. The study focused on determining an optimal convention center facility that would be appropriate for the community both in size and mix of uses and would take into account local and regional assets.

HSP conducted the full market and financial feasibility study thorough methodology, looking both at the current supply and the potential to induce demand from outside the city. HSP identified where Elizabethtown lacked, meet and exceeded in potential visitor generated revenue related to meetings, conventions, conferences, trade shows, group events, and others. HSP provided recommendations on a market-appropriate facility to induce economic activity to the community, as well as estimated capital/development cost, evaluated proposed sites, and provided the ETCB with partnering strategies and incentives for private sector development. The study revealed that a convention center development was not feasible.

| | | | |
|----------------|---|---------------------|------|
| Client: | Elizabethtown Tourism & Convention Bureau | Time Period: | 2017 |
|----------------|---|---------------------|------|



Hotel and Convention/Event Center Feasibility Study

Show Low, Arizona

HSP worked with the City of Show Low to conduct a market and financial feasibility study for a new convention/event center. HSP, alongside event center architects from Convergence Design, analyzed the marketability and uses of convention and event facilities, evaluated proposed sites, validated operating and development cost estimates and provided funding and governance options for the City of Show Low.

The goal of the study was to provide the City of Show Low with an event center strategic plan to accommodate convention/event center business that will induce economic activity to the community. HSP examined the needs of Show Low’s community and the greater market area, identified the current and future unmet market for meeting and event space, and made recommendations for the best type of facility, amenities, program and other components of the proposed project.

HSP recommended a two-phased development for the City of Show Low. Phase 1 included a 22,000-square-foot multi-purpose event flex space, including three basketball courts, six volleyball courts and 1,900 retractable chair-back seats, as well as a flexible 8,000-square-foot ballroom space. Phase 2 included six to eight breakout rooms, upgraded finishes and additional equipment installation. HSP also recommended a 120-room select service branded hotel development to be built adjacent or connected to the other recommended facilities

Client: City of Show Low

Time Period: 2017



Convention Center Expansion & Impact Study

Spearfish, South Dakota

The City of Spearfish, South Dakota, engaged Hunden Strategic Partners (HSP) to determine the feasibility of expanding the existing Spearfish Convention Center. HSP engaged DLR Group, a public assembly facility design firm, to provide drawings and a budget for the recommended facility. Spearfish is a popular center of tourism due to its proximity to the Black Hills, Devil's Tower, Mount Rushmore and Deadwood.

The Convention Center is owned and was funded by the City. The facility is managed by the Holiday Inn Spearfish. A full market and financial feasibility study was completed, including a meeting planner survey and economic, fiscal and employment impact. Based on expanding tourism, increasing population and the boom in exploration and extraction of natural resources in the region, the economy is growing rapidly for meetings and events.

HSP recommended essentially doubling the ballroom to approximately 20,000 square feet and adding a number of quality breakout meeting rooms. In addition, HSP recommended a major renovation of the attached Holiday Inn as its quality was hurting the attractiveness of the convention center and the market for meetings.

Client: City of Spearfish

Time Period: 2012



Multiple Studies, including Conference Center/Hotel Study

Rockford, Illinois

HSP has been engaged by the Rockford Area Convention and Visitors Bureau on multiple occasions. In 2018, HSP was engaged by the Rockford Area Convention and Visitors Bureau to conduct a market, feasibility, governance and impact analysis related to the redevelopment of Davis Park at Founder's Landing. In 2015, HSP conducted a market demand and financial feasibility study in order to address the programmatic goals of the UW Health Sports Factory (formerly the Downtown Sports Complex).

In 2013, HSP performed a feasibility analysis on the proposed redevelopment of the historic Amerock/Ziosk Building in downtown Rockford into a new full-service hotel. The CVB wished to understand the market and financial feasibility as well as the economic impact for a 150-room hotel to include approximately 12,000-17,000 square feet of meeting space. HSP performed a meetings and hotel market analysis, conducted interviews and surveys from potential users and local community stakeholders, proposed recommendations, and projected demand and financial performance data. The Embassy Suites at Rockford Riverfront is set to open in 2020.

In 2004, HSP was engaged by the Rockford CVB to assess Downtown Rockford's tourism and economic activity by consideration of a new convention center and headquarters hotel, renovation of the downtown arena, and other potential attractions.

Client: Rockford Convention and Visitors Bureau **Time Period:** 2004 – 2005, 2013 2018 - 2020

Project Approach

Understanding

The Crawford County Convention & Visitors Bureau (Client or CVB) is seeking to identify the market demand and financial feasibility of a new conference center development (Project) in Crawford County, Kansas. The Client wishes to engage a qualified consultant to perform a market analysis and financial feasibility study of the Project to ultimately assist the County in facilitating the design and development of a conference center.

The Hunden Strategic Partners Team (HSP or Team), which includes design professionals from Convergence Design, intends to analyze the marketability, viability, and optimal uses of the proposed Project, evaluate the proposed site, and understand likely demand and financial results. HSP will dig deep to understand how the conference center and hotel package could attract and host specific types of events in the Crawford County market.

HSP understands that the County has not selected a site, but the conference center is proposed to be located either adjacent to the existing Kansas Crossing Casino, or alternatively at the north end of the county. HSP will evaluate both sites and determine which is best suited for the proposed Project. Additionally, HSP will include in its analysis the assessment of proper sizing and amenities for the key headquarters hotel. Without a properly sized and formatted hotel, the event facility will not have optimal performance.

HSP understands the key elements necessary to create a compelling conference center complex, including the necessary surrounding amenities, and will take into consideration how the Project could enhance the overall creation of and sense of "place". HSP has conducted numerous studies matching the scope of work outlined in this proposal and is prepared to complete this unique study for Crawford County.

The Elements of Viability, Recommendations and Performance

What determines feasibility and the recommended program? HSP assesses projects from all angles of influence to understand what will work best and why, as shown in the graphic below and discussed in detail in the following tasks.



Scope of Services

HSP proposes a scope of work that meets or exceeds all of the elements necessary for a market and financial feasibility analysis of this type. HSP is happy to discuss any changes to this scope and to modify the report organization and methodology as needed. Certain aspects can be reduced or expanded (in more or less detail) in order to get better data or manage costs.

HSP's work is proposed to be organized as follows:

- Task 1 – Kickoff, Project Orientation, and Interviews
- Task 2 – Economic, Demographic, and Tourism Analysis
- Task 3 – Convention, Conference, and Meeting Industry Trends
- Task 4 – Convention, Conference, and Meetings Market Analysis
- Task 5 – Meeting Planner and Promoter Demand Interviews
- Task 6 – Headquarter Hotel Package Analysis
- Task 7 – Local Hotel Market Analysis
- Task 8 – Case Studies, Including Hybrid Facilities
- Task 9 – Site Analysis

- Task 10 – Implications and Recommendations
- Task 11 – Demand and Financial Projections
- Task 12 – Economic, Fiscal and Employment Impact Analysis

Methodology

HSP has a reliable process for evaluating the market and financial prospects of conference and event facilities and related hotel developments. This methodology leads to the development of sound recommendations on a variety of market, physical programming and financial issues. The following scope of services will address this methodology.

Task 1: Kickoff, Project Orientation, and Interviews

HSP has a robust kickoff process that begins with a client team kickoff call, is followed by a kickoff memo outlining our process, and then concludes with an intensive kickoff trip. The kickoff trip is then followed by a recap call to review all data collected, interviews and other items. HSP then sets milestone dates for the preliminary findings presentation and delivery of the draft analysis.

HSP will meet with the Client in-person to confirm the goals of the study and other contextual issues related to the Project. HSP will also review available data related to the project, identify contacts and resources necessary to ensure complete review and assessment of critical issues, and perform the following orientation and due diligence-oriented tasks:

- Obtain information and data from the Visit Crawford County officials, economic development officials, and any other appropriate governmental agencies.
- Gather and analyze background information related to the project, including previous tourism and conference center reports, master plans and land use plans, financial information, etc.
- Tour the proposed sites.
- Interview stakeholders from a variety of local private and public organizations and perform fieldwork as appropriate.
- Review the various projects on which HSP professionals have worked, discuss their attributes, implementation and approach as part of the interview with the Client and others as previously described.
- Gather and review available economic, demographic and financial data.

Task 2: Economic, Demographic and Tourism Analysis

HSP will evaluate the community's position as an economic center of activity, as well as a destination for overnight visitors. These visitors may include those in town for meetings, events, business travel, leisure, special event and sports visitors, or those in Crawford County for other reasons. HSP will also summarize key demand generator trends and comment on the overall growth prospects for the market. This analysis

will provide a realistic assessment of the area's strengths, weaknesses, opportunities and threats (SWOT). Among the data gathered and analyzed will be:

- Geographic attributes, accessibility and transportation links,
- Trends in population growth and income,
- Corporate presence, major employers and any significant recent or likely future changes,
- Analysis of business and commercial development that may affect the performance of event, meeting and hotel facilities,
- Higher education activity and implications for the market and Project,
- Cores of economic activity,
- Gaming activity,
- Major retail destinations,
- Profile public assembly, conference and other meeting facilities locally and regionally,
- Arts, culture and entertainment assets and activity,
- History and expected future trends for tourism, and
- General real estate trends, with special emphasis on meeting facilities and major demand generators.

The analysis will provide implications for the future conference center development.

Task 3: Convention, Conference, and Meeting Industry Trends

HSP will assess industry trends by conducting a thorough review of the existing event, conference and meetings market, its performance and potential for expansion of the market in Crawford County.

To better understand current industry trends and meeting planner preferences, HSP will profile the health of the event industry and discuss the various factors making up the industry. This will provide the Client with a strong grasp on the current forces shaping building development, including trends for various types of event growth. This task will include:

- Meeting facility and event center supply growth and Crawford County's current position for this market relative to its population and market location;
- Demand trends for conventions, conferences and tradeshow;
- Demand for entertainment, concerts, and events;
- Meeting planner preferences;
- Meetings needs of local corporate market;
- Hotel and other amenity preferences;
- Event types and definitions; and

- Facility types and definitions.

HSP will conduct an analysis of what types of public events may be interested in using the proposed conference facility. While the region has existing event and entertainment facilities, there may be overlapping calendar preferences or other issues that could be mitigated with a new facility.

What's the Difference Between a Conference and Convention Center? HSP will also use this task to clearly define the differences between a conference and a convention center. Illustrating a strong understanding of these differences will assist in the discussion of recommendations later in the process. This understanding will also help HSP determine which type of facility is most appropriate for Crawford County.

Task 4: Convention, Conference, and Meetings Market Analysis

The supply and demand analysis begins with a look at competitive supply, both locally and regionally. In order to further analyze the marketability of new conference center, HSP will analyze the facilities that currently or will soon serve the meetings/event market in Crawford County and around the state and region. HSP will compare them as part of a comparable set selected for Crawford County. Included in the analysis:

- Detail on the existing and planned competitive offerings in regional and other markets and their suitability for events, conventions, conferences, trainings and meetings. This comparison will document any physical deficiencies or characteristics that may inhibit development of future business.
- Identify gaps in the market and discern whether new facilities fill these gaps.
- Review tourism or destination marketing budget size and sufficiency.
- Pollstar data, showing number of events, average ticket price, tickets sold, etc. for competitive facilities.
- Summarize and analyze our experience in comparable and competing markets, along with identification of what critical factors should address in order to continually be successful in the meetings market.

HSP will search the regional/state market for the existing supply of space and any demand for additional space. HSP will consider a number of events and uses including entertainment events, expositions, conventions, trade shows, meetings and more. The results of this analysis will yield implications for the meeting spaces (ballroom, exposition space, auditorium, meeting rooms, board rooms, etc.) that should be included in the recommended Project.

Task 5: Meeting Planner and Promoter Demand Interviews

Demand. The real key to understanding the potential and feasibility of a new facility is an understanding of who will most likely use the facility. Conference and event centers have many potential user types, from conventions and conferences to concerts, comedy shows, performing arts, family shows, graduations,

meetings, tradeshow, and many others. HSP will conduct interviews in-person and via telephone meetings and online surveys with show promoters, meeting planners, and others who cover this region. The interviews will help HSP determine what shows and events are likely to come to the facility and under what conditions. What are the pros and cons of the market? Are there elements that the facility should include in order to be more attractive to these events?

Indoor sports, dance/cheer and other tournaments have become a solid force in the demand mix for indoor venues. HSP is a leader in the tournament sports market and will assess sports as a potential element, especially in coordination with other elements of the project, including the arena.

HSP will conduct interviews and surveys with meeting planners from around the U.S. HSP will get its most informed responses from phone interviews with chosen groups, but will also conduct a broader online survey to a larger grouping of meeting planners. The group will include planners from many sectors and types, including:

- Industry trade groups,
- Associations,
- Corporations,
- Government agencies,
- Educational groups,
- Religious groups,
- Event promoters,
- Sports (youth, amateur, tournaments) and
- Others.

Task 6: Headquarter Hotel Package Analysis

This task provides insight on the methods and tools used for conference hotel development in various markets. As the primary hotels for a market's meeting facilities are typically the largest hotels in the market area, a number of critical criteria must be met to ensure the greatest potential of success for both the headquarter hotel property itself, the convention/conference center and the market as a whole. In most cases, these hotels require some form of financial incentives in order to be developed, typically in the form of public subsidies.

The meetings market has evolved over the last 20 years and has grown more sophisticated, and planners have increased the requirements necessary to book meetings business. This packaging of the convention/meeting product led to expectations by the market and competitive pressure for all larger meeting facilities to offer a convenient package of hotels attached, adjacent or within immediate walking distance of the facility. This proximity eliminates the need for shuttling, and often the hotels provide enough meeting and event spaces for the additional needs of the planners. Those that do not offer such a package suffer considerably when competing for meetings, conferences, conventions and other events.

The demands are not only for hotel rooms, but for high-quality hotel room blocks in major (often branded) hotels.

HSP will profile the conference/convention hotel package for competitor facilities, as well as what would be expected as a hotel package, including the largest headquarter hotel, for the proposed Project. HSP will also profile how these deals have been developed in other similar markets.

Task 7: Local Hotel Market Analysis

Conference centers are magnets for meetings and events, but the real impact to a community comes when those attendees choose to eat, drink, stay in a hotel or otherwise be entertained before and after an event. This pre- and post- spending often can make the difference between a successful event center project and one that is only marginal. In addition, the proper location for a facility can actually help make feasible the development of a number of surrounding bars, restaurants, shops and even a hotel, if in close enough proximity to other demand generators and existing developments.

Walkable, Blockable Competitive City Hotel Analysis. Crawford County will be competing not just with other event centers, but with their proximate hotel package and the ability to host the event attendees. HSP will conduct a “walkable, blockable” hotel analysis in Crawford County and its competitor cities/facilities/hotels to show what these cities have and understand what Crawford County will need, in terms of a walkable, blockable hotel package, in order to compete.

In addition, the performance of the hotel package near the facility is critical to understanding seasonality, viability of new group-oriented hotels and impact. HSP will analyze the existing local hotel and restaurant supply and plot their locations on a map, showing relative distance to the center. The analysis will determine the proximate quality room count, as well as the community-wide room count, for hotels and the number of restaurants in the nearby area.

In this task, HSP will interview local hospitality and tourism management to determine the sources of demand for the market generally and for individual hotels in and around Crawford County. HSP will gather local and regional tourism data from hospitality, event, sports and meeting facilities and organizations.

The local hospitality market analysis will provide the Client with an understanding of where the current market stands and whether there is gap between current supply and demand being generated by residents, visitors and business. Given the sensitivity to new development, there may be pent up latent, or unaccommodated, demand. This refers to demand that, due to lack of available dates, quality, quantity of rooms, amenities, compressed rates due to lack of supply, or desired location, may choose lesser accommodations or not choose to come to the area at all.

Competitive Set Analysis. HSP will determine a competitive set of hotels that are most likely to compete with the proposed conference/convention center hotel. HSP will determine these based on location, quality, size, branding and other factors. To accomplish these tasks, HSP will analyze the local hotel supply to determine number of rooms, price point, amenities, occupancy rates, location and age of the local competitive set. HSP will obtain data through interviews, local businesses, STR (Smith Travel Research) statistical reports, and a variety of industry resources.

The analysis will include:

- Profile of the local hospitality market, including number, size and quality of hospitality facilities and performance trends,
- Additions to supply in and around the development area and relevant surrounding areas, and
- Character of supply and implications for ongoing success in optimizing tourism without spoiling the unique character of the area.

This will include tracking of occupancy, monthly room night demand, average daily rate (ADR), and Revenue per Available Room (RevPAR), and performance by:

- Year,
- Month,
- Week,
- Day of week,
- Seasonality,
- Unaccommodated demand, and
- Demand type/market mix.

HSP will discuss how new hospitality developments have been absorbed into the market and how any additions and/or renovations to the hotels have impacted the performance of the hospitality market. HSP will provide conclusions on the ability of these improvements to induce more demand from each major market segment. Market segmentation within the set will also be shown in three primary categories:

- Commercial transient,
- Group (both corporate group, association, and other), and
- Leisure.

This will set the stage for any hotel development recommended hotel/conference center development.

Task 8: Case Studies, Including Hybrid Facilities

HSP will review various similar projects developed in the U.S. in the last several years, as well as discuss those under construction or in development, with a focus on markets with characteristics similar to those of Crawford County. The physical, operational, and financial characteristics of these comparable facilities will be profiled, and implications discussed. Through the analysis, the successes and failures of peer markets will be considered, and the underlying reasons will be explored.

Review of Hybrid Performance and Event Facilities. HSP's experience in the convention, conference and meetings industry has revealed that flexible space facilities can often solve problems when space or other restrictions do not allow for multiple specific venues to be built. Instead, one facility must have the ability to accommodate and attract multiple event types.

HSP has worked on and studied numerous hybrid performance and event projects over the past 20 years which gives us insight into comparable and competitive facilities. HSP can provide profiles of these facilities, which will provide parameters of what utilization options could be designed in, based on market needs. HSP can profile the facility's physical characteristics, performance, impacts and lessons learned, in order to provide implications for Crawford County.

Task 9: Site Analysis

In this task, HSP will review the two (2) potential development sites and determine strengths and weaknesses, costs, and proximity to existing and planned developments. Items considered in the analysis will be:

- Size,
- Location,
- Exhibitor and pedestrian access,
- Visibility,
- Parking,
- Relationship to existing demand generators and amenities, and
- Other related details, as appropriate.

Task 10: Implications and Recommendations

The final recommendations will be based on the existing market, as well as on the market that Crawford County is looking to attract, build, and strengthen as it continues to enhance and improve its image.

HSP will provide detailed recommendations and will provide detail on each component to suggest the level of quality (via material finishes, etc.) for each. The character of each will also be discussed.

HSP's recommendations will include:

- Conference center's capacity for different event types,
 - Including the size, scale and number of attendees of the events the facility should aim to host in order to be most successful,
- Recommended site for the facility,
- Recommended size of the facility and how it compares to existing or planned meeting facilities in the area,
- Number, size, quality and type of spaces (main hall, exhibit halls, ballrooms, breakout meeting rooms, board rooms, pre-function space, kitchen and prep areas, amphitheater/lecture halls, special event rooms or spaces and others as appropriate),
- Exhibitor/vendor needs to optimize success,

- For the proposed hotel component: room count, quality and amenities; any additional function space detail, brand options and other relevant items,
- Number, size and quality of food and beverage outlets,
- Parking,
- All physical programmed areas by use, and
- Other services and amenities as appropriate.

Once the recommended product(s) are known, HSP can then insert the project(s) into the competitive set as part of the performance projection. The budget for the projects will be estimated based on similar projects developed in the last several years. HSP will also recommend the optimal pricing and booking strategy for new facilities to maximize use and financial feasibility.

Task 11: Demand and Financial Projections

Conference Center Projections. In this task, HSP will determine how the market will absorb a new conference facility, providing a ten-year performance projection. The projections will include demand by annual event type and estimated number of average attendees. The analysis will consider:

- | | |
|-----------------------------------|---------------------------------------|
| ▪ Conferences and conventions, | ▪ Public/consumer shows/local events, |
| ▪ Corporate trainings, | ▪ Entertainment events, by type, |
| ▪ Trade shows, | ▪ Sports, |
| ▪ Local expositions, | ▪ Banquets, |
| ▪ Conferences/corporate meetings, | ▪ Meetings, and |
| ▪ Assembly events, | ▪ Local events. |

Based on the projection of demand and applying a number of assumptions, HSP will prepare a financial projection for the recommended Project. This financial analysis includes the following:

- Estimate revenues for ten years of operations. Expenses directly related to the meeting facility will also be projected for the period. The demand profile, experience with other similar facilities and data from the existing facility will be used to model the operating revenues and costs of the new facility and will be incorporated into a business plan. The model will generate a pro forma operating statement that includes the revenue and expense items, including the following:
 - revenues: rooms, food and beverage, space, space and equipment rentals, reimbursed expenses, telecommunications, audio/visual, decorating, electrical and other income,
 - direct operating expenses: wages and salaries, contract services, utilities, maintenance and repair, supplies and other expenses,
 - unallocated expenses: employee benefits, advertising and promotion, general and administrative, professional services, insurance, and other expenses.

HSP will provide a net operating income statement incorporating the operating revenues and expenditure as to arrive at a projected surplus or loss, which may or may not require an ongoing subsidy.

Conference Hotel Projections. If necessary, HSP will also complete a demand and financial analysis for the recommended hotel(s).

HSP will determine how the market will absorb the recommended hotel(s) over time, providing a ten-year performance projection for each. Ultimately the question HSP will answer is: How will the proposed hotel(s) perform in regard to occupancy, rate, and revenue per available room (RevPAR)?

HSP's approach to answering these questions includes a strong methodology. HSP will:

- Perform a market penetration analysis for the proposed hotel(s) and estimate future room-night demand, occupancy, and ADR,
- Include assumptions for competitive market demand growth, induced demand, recapture of demand, and unaccommodated demand based on earlier analysis and penetration and inducement capability of the proposed hotel(s),
- Each market segment will be assessed, including leisure, commercial, and group. Average rate for each segment will be analyzed and projected, and
- Project capture of existing demand from the competitive set and outside the set.

This methodology will result in a projection of occupancy, rate and Revenue per Available Room (RevPAR) for the proposed hotel(s) for the first ten years of operation.

Based on the projection of demand and applying a number of assumptions, HSP will prepare a financial projection for the proposed meeting facilities. This financial analysis includes the following:

- Estimate revenues for ten years of operations.
- Expenses directly related to the meeting facility will also be projected for the period.
- The demand profile, experience with other similar facilities and data from the existing facility will be used to model the operating revenues and costs of the new facility or facilities and will be incorporated into the business plan.

Task 12: Economic, Fiscal, and Employment Impact Analysis

HSP will conduct an economic, fiscal and employment impact analysis to determine the direct, indirect and induced impacts, including the tax revenues that are generated by projected visitors to the new conference center and hotel. Based on the above analysis, a projection of net new direct spending will be tabulated. New spending is that spending that is new to the community as visitors come to Crawford County and the surrounding area due to an event, spend the night, or otherwise spend time or money in the area. HSP will analyze the spending by residents (transfer spending) and discuss the amount that is recaptured. For example, due to the existence of activity generated by events, economic activity occurs as residents pass up opportunities to leave the area to spend money. Instead of going to an event in

another area, the event keeps their spending within the area. This is considered recaptured demand. The net new and recaptured direct spending is considered to be the **Direct Impacts**.

From the direct spending figures, further impact analyses will be completed.

- **Indirect Impacts** are the supply of goods and services resulting from the initial direct spending. For example, an attendee's direct expenditure on a hotel room causes the hotel to purchase linens and other items from suppliers. The portion of these hotel purchases that are within the local economy is considered an indirect economic impact.
- **Induced Impacts** embody the change in local spending due to the personal expenditures by employees whose incomes are affected by direct and indirect spending. For example, a waitress at a restaurant may have more personal income as a result of the attendee's visit. The amount of the increased income that the employee spends in the area is considered an induced impact.
- **Fiscal Impacts** represent the incremental tax revenue collected by the County and State due to the net new economic activity related to an event. For example, our analysis will estimate the hotel and other tax revenue from an overnight stay by an attendee and considers this a fiscal impact. The fiscal impact represents the government's share of total economic benefit. Fiscal impacts provide an offset to the potential public expenditures required to host events. HSP will identify the taxes affected and conduct an analysis of the impact on these accounts and governmental units.
- **Employment Impacts** include the incremental employment provided not only onsite, but due to the spending associated with an event. For example, the direct, indirect and induced impacts generate spending, support new and ongoing businesses, and ultimately result in ongoing employment for citizens. HSP will show the number of ongoing jobs supported by the project and provide the resulting income and income taxes generated.

HSP uses one of the industry's most relied upon multiplier models, IMPLAN. This input-output model estimates the indirect and induced impacts, as well as employment impacts, based on the local economy. An input-output model generally describes the commodities and income that normally flow through the various sectors of the economy. The indirect and induced expenditure, payroll and employment result from the estimated changes in the flow of income and goods caused by the projected direct impacts. The model data are available by various jurisdictional levels, including counties.

Deliverables

Midpoint/Preliminary Findings – HSP will present a PowerPoint presentation of preliminary findings to the Client approximately five (5) weeks after kickoff (kickoff includes: onsite due diligence, signed contract and initial invoice).

Full Draft Analysis with Models – Approximately five (5) weeks after preliminary findings, HSP will compile the results into a draft analysis of its findings and recommendations, which will be presented to the Client electronically for review and comment.

Final Analysis – Approximately two (2) weeks after receiving comments from the Client, HSP will issue its final PowerPoint-style report.

All deliverables will be responsive to the Client's preference. *Please note that the estimated timing does not include holiday weeks.* HSP is flexible in its approach.

Fees

HSP proposes to complete the scope of work for a lump sum fee of **\$34,500**, inclusive of research expenses and up to one (1) trip to Crawford County for project kickoff.

HSP proposes the following payment schedule broken out by milestone:

- | | |
|---|----------|
| ▪ Kickoff, in order to initiate work: | \$12,000 |
| ▪ Preliminary findings PowerPoint presentation: | \$12,000 |
| ▪ Draft analysis delivery: | \$6,000 |
| ▪ Final analysis delivery: | \$4,500 |

Optional Task 12 will be an additional \$5,000 lump sum.



KEY TAKEAWAYS

TOTAL VISITOR SPENDING



**\$86.2
MILLION**

↑62% since 2016

RECORD-BREAKING YEARS

**100,000+
ROOM NIGHTS**

IN 2018 & 2019, THE FIRST
YEARS IN COUNTY HISTORY



LOCAL JOBS SUPPORTED

1,079

1 OF 16 JOBS IN COUNTY



VISITOR SPENDING IN KANSAS

2018
12th vs. 2016
22nd

RANKINGS AMONG KANSAS COUNTIES

Crawford County Tourism Statistics



Visitors spent an average of just under \$10,000 every hour of 2018 in Crawford County.



Food & beverage spending captured 22.3% of each visitor dollar in 2018.

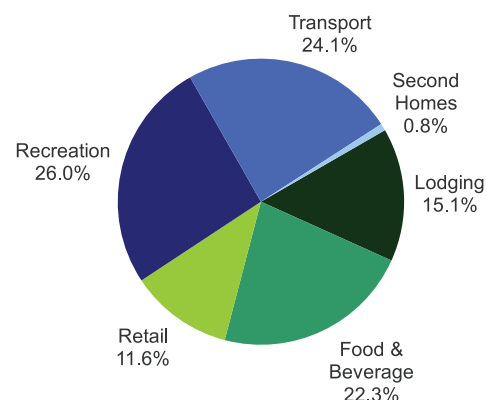
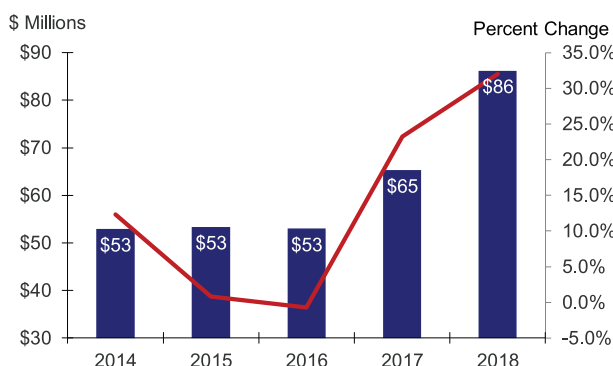


Visitor activity generated \$12.6 million in tax revenues, of which \$7.6 million went to state and local governments.



Visitors spent \$13 million at lodging establishments in 2018, an increase of more than \$5 million over 2016 sales.

VISITOR SPENDING



AGREEMENT BETWEEN THE CITY OF FRONTENAC, KANSAS, AND THE CITY OF PITTSBURG, KANSAS, FOR THE INSTALLATION OF TRAFFIC CONTROL DEVICES AND A PAVED ROAD FOR ACCESS ON WILD RED ROAD MERGING INTO ATKINSON AVENUE.

THIS AGREEMENT, made and entered into this ____ day of _____, 2020, by and between the CITY OF FRONTENAC, KANSAS (hereinafter "FRONTENAC"), and the CITY OF PITTSBURG, KANSAS (hereinafter "PITTSBURG"), each party having been organized and now existing under the laws of the State of Kansas (hereinafter FRONTENAC and PITTSBURG may be referred to singularly as the "Party" and collectively as the "Parties").

WITNESSETH:

WHEREAS, Frontenac is the owner of certain right-of-way situated in the City, and more particularly described in the attachment to this Agreement marked "Exhibit A" (hereinafter "right-of-way");

WHEREAS, Pittsburg paved the approach for old Atkinson Avenue and connected an entrance and exit for Wild Red Road across Frontenac's right-of-way (hereinafter "Construction") depicted on the map attached to this Agreement as "Exhibit B";

WHEREAS, Pittsburg desires to continue to maintain the Construction shown on Exhibit B which encroach upon Frontenac's right-of-way; and

WHEREAS, Frontenac will allow the Pittsburg's encroachment to continue solely under the terms and conditions as set forth in this Agreement.

WHEREAS, the Parties hereto have determined it is in their best interest to make the installation of traffic control devices and a paved road for access on Wild Red Road merging into Atkinson Avenue as such improvement is hereinafter described; and

WHEREAS, K.S.A. 12-2908 and K.S.A. 68-169 authorize the Parties hereto to cooperate in making the public improvement; and

WHEREAS, the Governing Bodies of each of the Parties hereto have determined to enter into this Agreement for the aforesaid public improvement, as authorized and provided by K.S.A. 12-2908 and K.S.A. 68-169; and

WHEREAS, the Governing Body of Frontenac did approve and authorize its mayor to execute this Agreement by official vote of the Body on the 20th day of April, 2020; and

WHEREAS, the Governing Body of Pittsburg did approve and authorize its mayor to execute this Agreement by official vote of the Body on the ____ day of _____, 2020.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants and agreements herein contained, and for other good and valuable considerations, the Parties hereto agree as follows:

1. PURPOSE OF AGREEMENT. The Parties hereto enter into this Agreement for the purpose of constructing traffic control devices and a paved road for access on Wild Red Road merging into Atkinson Avenue as heretofore described by performing the following work or the work has been performed:

- A. Pittsburg will be allowed to encroach upon, use and occupy that portion of the Frontenac's right-of-way depicted on Exhibit B for an approach and entrance and exit from Wild Red Road onto Atkinson Avenue,
- B. Pittsburg will install and maintain a stop sign for traffic exiting Wild Red Road onto Atkinson Avenue as described in and at the location shown on Exhibit B but only to the extent shown thereon. Pittsburg shall not expand or otherwise cause

the Construction to further infringe in or on Frontenac's right-of-way beyond what is specifically described on Exhibit B attached hereto.

- C. Pittsburg will install eight (8) light emitting solar powered diodes (LEDs) luminaires on the traffic control device namely a stop sign for traffic exiting Wild Red Road. All traffic control devices shall become the property of Pittsburg upon installation.
- D. Pittsburg will request Evergy or its successor or assign to install an overhead lighting system, consisting of poles, foundations, luminaires, arms, conduit, cable, junction boxes, control center, and miscellaneous materials;
- E. The overhead lighting control centers (if needed) will be located based on coordination with Evergy and available power locations. The control centers (if needed) will have a Natural Aluminum finish;
- F. Sod or seed all disturbed areas depicted on exhibit B; and
- G. Construct other incidental items associated and integral with the above referenced construction.

2. COST OF PROJECT.

- A. The above-referenced cost of construction covered by this Agreement shall be borne exclusively by Pittsburg.
- B. The cost of above-referenced cost of construction shall include:
 - (1) Labor and material used in making the Construction; and
 - (2) Such other expenses which are necessary in the Construction, exclusive of the cost of acquiring real property and any improvement thereon for the location of the Improvement. These expenses include but are not limited to, project administration, construction inspection, material testing and

utility relocations.

3. ADMINISTRATION OF PROJECT. It is acknowledged that work has been performed on the property. The Parties contemplate that PITTSBURG will install light emitting diodes (LEDs) luminaires on the traffic control device namely a stop sign for traffic exiting Wild Red Road and will erect overhead lighting system, consisting of poles, foundations, luminaires, arms, conduit, cable, junction boxes, control center, and miscellaneous materials will be installed by Pittsburg and approved by both Parties.

It is acknowledged and understood between the Parties that since there are two separate entities included within the proposed Construction, one of the entities should be designated as being "in charge" of the project to provide for its orderly design and construction. However, both entities shall have the right of review and comment on project decisions at all times throughout duration of this Agreement, and any subsequent agreements hereto.

4. CONSTRUCTION REPAIR AND MAINTENANCE. All construction, repair and maintenance in connection with such Construction, use and occupancy shall be performed in strict compliance with the terms of this Agreement. PITTSBURG acknowledges that it is solely responsible for the repair, maintenance and replacement of all Construction. PITTSBURG further acknowledges that it is solely responsible for the safety and adequacy of the design and construction of said Construction. Pittsburg shall be solely responsible for all construction utility costs and ongoing utility costs in connection with any Construction including but not limited to electrical, and any other utility costs.

a. There shall be no other encroachments in or on the FRONTENAC's right-of-way, except as described herein and depicted on Exhibit B.

5. AGREEMENT TO RUN WITH THE LAND AND TERMINATION. The terms of this Agreement shall run with the land. However, this Agreement shall terminate upon

PITTSBURG's non-compliance with any of the terms of this Agreement. FRONTENAC shall notify PITTSBURG in writing of non-compliance, and if not cured by PITTSBURG within thirty (30) days, this Agreement shall be deemed terminated unless such non-compliance is not susceptible to cure within thirty (30) days, in which case this Agreement shall be deemed terminated in the event that PITTSBURG fails to commence and take such steps as are necessary to remedy the non-compliance within thirty (30) days after written notice specifying the same, or having so commenced, thereafter fails to proceed diligently and with continuity to remedy same.

Upon termination of this Agreement, PITTSBURG shall at no expense to FRONTENAC remove the improvement encroaching into FRONTENAC's right-of-way and restore FRONTENAC's right-of-way to a condition acceptable to the FRONTENAC. It is understood and agreed by PITTSBURG that if this Agreement terminates, and PITTSBURG fails to remove the improvement and restore FRONTENAC's right-of-way, PITTSBURG hereby gives FRONTENAC permission to remove said improvement, restore FRONTENAC's right-of-way, and collect the costs expended by the FRONTENAC in taking such actions from the PITTSBURG.

6. NO RIGHT OR TITLE OF REAL ESTATE TO BE CONVEYED. The Parties agree and acknowledge that this Agreement is solely for the purpose of permitting PITTSBURG to construct, repair and maintain and locate the improvement over or within the FRONTENAC's described right-of-way and is not a conveyance of any right, title or interest in or to FRONTENAC's right-of-way nor is it meant to convey any right to use or occupy any of FRONTENAC's right-of-way to any third party.

PITTSBURG agrees to comply fully with all applicable federal, state and local laws, statutes, ordinances, codes or regulations in connection with the maintenance repair or replacement of

the improvement.

Nothing herein shall be construed as creating a partnership or joint enterprise between FRONTENAC and PITTSBURG.

7. INDEMNITY. PITTSBURG covenants and agrees to indemnify, and does hereby indemnify, hold harmless and defend FRONTENAC, its officers, agents, servants, employees, and elected officials from and against any and all claims or suits for property damage or loss and/or personal injury, including death, to any and all persons, of whatsoever kind or character, arising out of or in connection with, the construction, maintenance, occupancy, use, existence or location of the Construction and encroachment and uses granted hereunder, whether or not caused, in whole or in part, by alleged negligence of officers, agents, servants, employees, contractors, subcontractors, PITTSBURG'S, elected officials, or invitees of the FRONTENAC; and PITTSBURG hereby assumes all liability and responsibility for such claims or suits. PITTSBURG shall likewise assume all liability and responsibility and shall indemnify FRONTENAC; for any and all injury or damage to FRONTENAC's property arising out of or in connection with the Construction and any and all acts or omissions of PITTSBURG, its officers, agents, servants, employees, contractors, subcontractors, PITTSBURGs, invitees, or trespassers.

8. INSURANCE. While this Agreement is in effect, PITTSBURG agrees to furnish FRONTENAC with a Certificate of Insurance on an annual basis naming FRONTENAC as an additional insured, as proof that it has secured and paid for a policy of public liability insurance covering all public risks related to the proposed use and occupancy of FRONTENAC's right-of-way as described and depicted in Exhibit B.

- a. The amount of such insurance shall not be less than One Million Dollars (\$1,000,000.00) per occurrence.

b. Such insurance policy shall not be canceled or amended without at least thirty (30) days prior written notice to the FRONTENAC.

c. PITTSBURG agrees, binds and obligates itself, its successors and assigns, to maintain and keep in force such public liability insurance at all times during the terms of this Agreement and until the removal of all encroachments and restoration of FRONTENAC's right-of-way.

9. RECORDATION. PITTSBURG agrees to record this Agreement with the Register of Deeds of Crawford County, Kansas if requested to do so by FRONTENAC.

10. ATTORNEY'S FEES. In any action brought by the FRONTENAC for the enforcement of the obligations of PITTSBURG hereunder, FRONTENAC shall be entitled to recover its reasonable attorney's fees incurred therefrom from PITTSBURG.

11. MISCELLANEOUS.

a. PITTSBURG covenants and agrees that it will not assign all or any of its rights, privileges or duties under this Agreement.

b. This Agreement shall be governed by the laws of the State of Kansas. Any cause of action for breach of this Agreement shall be brought in the District Court of Crawford County, Kansas.

c. Any notice to be given to PITTSBURG or FRONTENAC pertaining to the terms of this Agreement shall be sent by certified mail, return receipt requested, addressed to the City Manager of each party at their respective City Hall.

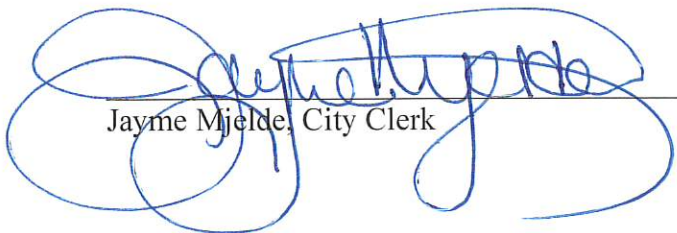
d. This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understanding and agreements. Any amendments to or waivers of the provisions made herein shall be made in writing and signed by both Parties.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed by each of the Parties hereto on the day and year first above written.

CITY OF FRONTENAC, KANSAS

By 
David Fornelli, Mayor

ATTEST:


Jayme Mjelde, City Clerk

CITY OF PITTSBURG, KANSAS

By _____
Dawn McNay, Mayor

ATTEST:

Tammy Nagel, City Clerk

LEGEND

- Section Line
- Existing R/W
- Area not in Existing R/W
- Area in Existing R/W
- Section Corner Monument

EXHIBIT A

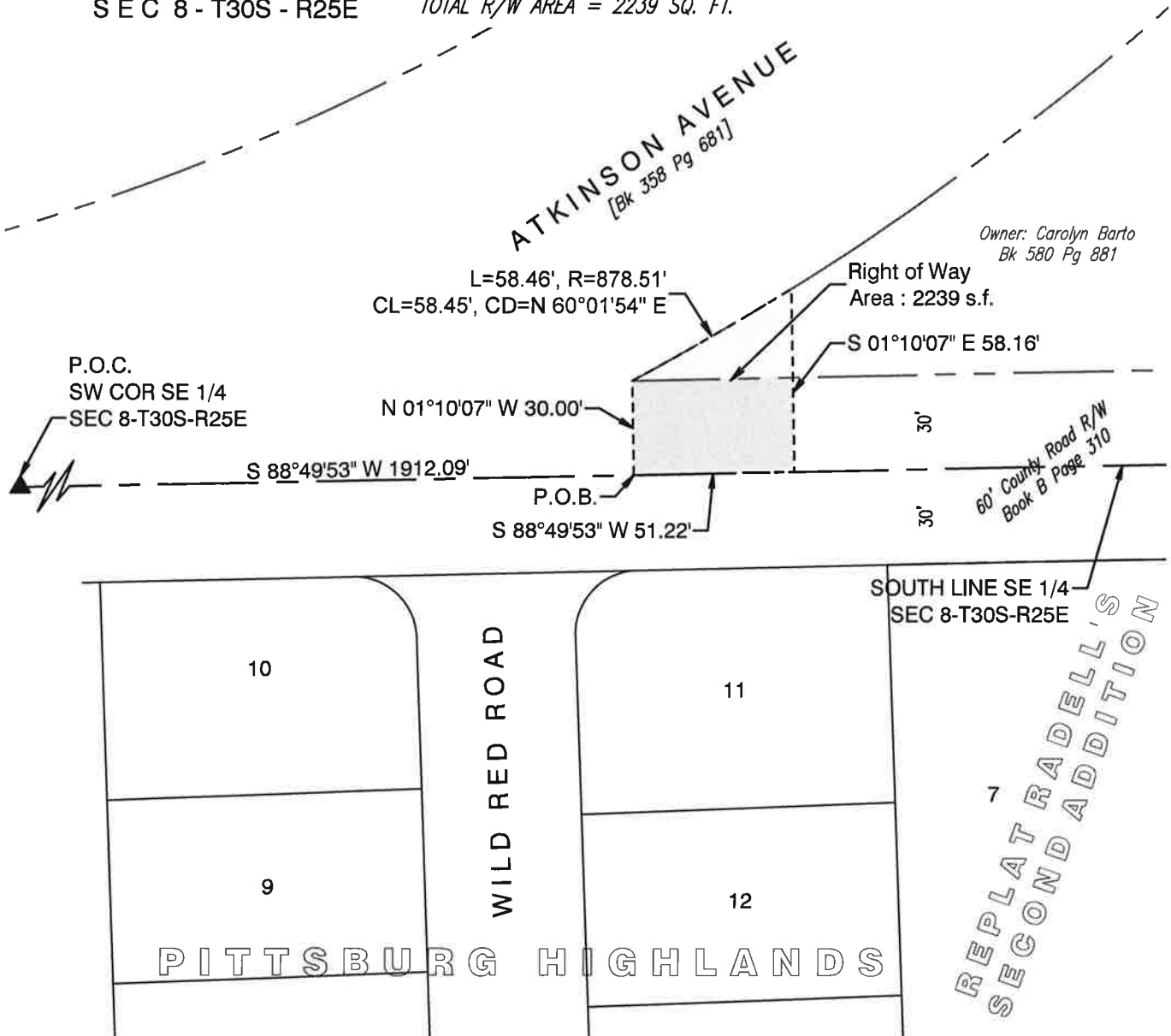
Page 1 of 2

This Sketch has been prepared for Easement Exhibit purposes only, and does not constitute a Boundary Survey. Distances and Bearings are based on Kansas Coordinate System NAD83(2011) South Zone.



SE 1/4
SEC 8 - T30S - R25E

RIGHT OF WAY AREA:
AREA NOT IN EXISTING R/W = 702 SQ. FT.
AREA IN EXISTING R/W = 1537 SQ. FT.
TOTAL R/W AREA = 2239 SQ. FT.



PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
104 SOUTH PINE PITTSBURG, KS 66762
620-235-0195 www.pec1.com

RIGHT OF WAY
CITY OF PITTSBURG



COUNTY
CRAWFORD

OWNER
BARTO

TRACT NO.

PROJ. NO.

DATE: Nov. 22, 2017

EXHIBIT A

Page 2 of 2

KANSAS GAS AND ELECTRIC COMPANY

EASEMENT DESCRIPTION

A portion of the Southeast Quarter of Section 8, Township 30 South, Range 25 East of the Sixth Principal Meridian, Crawford County, Kansas, being described as follows:

Commencing at the Southwest corner of the Southeast Quarter of said Section 8; Thence S 88°49'53"W (Bearings Based on the Kansas Coordinate System 1983 South Zone) along the South line of said Southeast Quarter a distance of 1912.09 feet to a point on the Easterly right of way of Atkinson Avenue, said point being the Point of Beginning; Thence N 01°10'07" W along said Easterly right of way a distance of 30.00 feet to the beginning of a non-tangent curve to the left and having a radius of 878.51 feet; Thence Northeasterly along said curve and the right of way of Atkinson Avenue an arc distance of 58.46 feet, chord to said curve being 58.45 feet on a bearing of N 60°01'54" E; Thence S 01°10'07" E perpendicular to the South line of said Southeast Quarter a distance of 58.16 feet to said South line; Thence S 88°49'53" W along said South line a distance of 51.22 feet to the Point of Beginning.

Encompassing 2239 Sq. Ft.



Prepared by: David Robinson P.S. #1400

PEC Project No. 171266-000



PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
104 SOUTH PINE PITTSBURG, KS 66762
620-235-0195 www.pec1.com

RIGHT OF WAY
CITY OF PITTSBURG



COUNTY

OWNER

TRACT NO.

PROJ. NO.

CRAWFORD

BARTO

DATE: Nov. 22, 2017

Exhibit B

SECTION LINE

1880.56'

S 88d 49' 53" W

