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DOWNTOWN ADVISORY BOARD - Consider the appointment of two individuals to first two-year terms as members of the Downtown Advisory Board, with one member representing the retail or hospitality industry, and one member being at-large, effective immediately and to conclude on December 31, 2022.

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RESOLUTION NO. 1242 - Consider adopting Resolution No. 1242, determining that the City is considering establishing a Rural Housing Incentive District within the City and adopting a plan for the development of housing and public facilities in such proposed district; establishing the date and time of a public hearing on such matter, and providing for the giving of notice of such public hearing (Villas at Creekside - Phase 1 Rural Housing Incentive District).

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FUNDING AGREEMENT - VILLAS AT CREEKSIDE - PHASE 1 RURAL HOUSING INCENTIVE DISTRICT (RHID) - Consider approval of a Funding Agreement between the City of Pittsburgh, 3P Development Group, LLC, JMAC QOZ Business II, LLC, and The Villas at Creekside, LLC, in regard to the Villas at Creekside - Phase 1 Rural Housing Incentive District (RHID).

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ORDINANCE NO. G-1317 - Consider approval of Ordinance No. G-1317, amending Sections 2-102, 2-103, 2-104 and 2-105 of the Pittsburgh City Code to update and streamline the uniform procedures and platting requirements for subdivisions including the pre-platting conference, preliminary plat, final plat and short form plat.

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CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, January 12, 2021
5:30 PM

CALL TO ORDER BY THE MAYOR:

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

CONSENT AGENDA:

- a. Approval of the December 15, 2020, Special City Commission Meeting minutes.
- b. Approval of the reappointment of Amy Sawyer to a second two-year term as an at-large member and the appointment of Alyssa Rogge to a first two-year term representing the downtown property owner category, to the Downtown Advisory Board, effective immediately and to conclude on December 31, 2022.
- c. Approval of staff recommendation to enter into a contract in the amount of \$4,860.32 with S & H Management, LLC, for fire services outside the City limits to property located at 2106 West 4th Street and authorize the Mayor to sign the contract on behalf of the City.
- d. Approval of Resolution No. 1241, declaring and describing the corporate limits and boundary lines of the City of Pittsburg, Crawford County, Kansas and authorize the Mayor to sign the Resolution on behalf of the City.
- e. Approval of staff recommendation to enter into an Engineering Services Agreement with Olsson Inc., of Pittsburg, in an amount not to exceed \$41,500.00 in which Olsson Inc. will perform the design work for a Kansas Department of Transportation City Connecting Link Improvement Program (KDOT CCLIP) Surface Preservation Project on Broadway from 2nd to 11th and on 4th Street from Broadway to Pine.
- f. Approval of the Farm Lease between the City of Pittsburg and Mr. Kenneth Biancarelli for the lease of all the tillable and grass land in Tracts 3, 4, 5, 5A located at the Atkinson Municipal Airport for a term of ten months beginning March 1, 2021 and ending December 31, 2021, in the amount of \$8,085.00 and, if approved, authorize the Mayor to sign the lease.

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, January 12, 2021
5:30 PM

- g. Approval of the Appropriation Ordinance for the period ending January 12, 2021, subject to the release of HUD expenditures when funds are received.
ROLL CALL VOTE.

CONSIDER THE FOLLOWING:

- a. DOWNTOWN ADVISORY BOARD - Consider the appointment of two individuals to first two-year terms as members of the Downtown Advisory Board, with one member representing the retail or hospitality industry, and one member being at-large, effective immediately and to conclude on December 31, 2022. **Appoint two individuals to first terms as members of the Downtown Advisory Board.**
- b. RESOLUTION NO. 1242 - Consider adopting Resolution No. 1242, determining that the City is considering establishing a Rural Housing Incentive District within the City and adopting a plan for the development of housing and public facilities in such proposed district; establishing the date and time of a public hearing on such matter, and providing for the giving of notice of such public hearing (Villas at Creekside - Phase 1 Rural Housing Incentive District). **Approve or disapprove Resolution No. 1242 and, if approved, authorize the Mayor to sign the Resolution on behalf of the City.**
- c. DEVELOPMENT AGREEMENT - VILLAS AT CREEKSIDE - PHASE 1 RURAL HOUSING INCENTIVE DISTRICT (RHID) - Consider entering into a Development Agreement between the City of Pittsburg, 3P Development Group, LLC, JMAC QOZ Business II, LLC, and The Villas at Creekside, LLC, for the Villas at Creekside - Phase 1 Rural Housing Incentive District (RHID). **Approve or disapprove the Development Agreement and, if approved, authorize the Mayor to sign the Agreement on behalf of the City.**
- d. FUNDING AGREEMENT - VILLAS AT CREEKSIDE - PHASE 1 RURAL HOUSING INCENTIVE DISTRICT (RHID) - Consider approval of a Funding Agreement between the City of Pittsburg, 3P Development Group, LLC, JMAC QOZ Business II, LLC, and The Villas at Creekside, LLC, in regard to the Villas at Creekside - Phase 1 Rural Housing Incentive District (RHID). **Approve or disapprove of the Funding Agreement and, if approved, authorize the Mayor to sign the Agreement on behalf of the City.**

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, January 12, 2021
5:30 PM

- e. ORDINANCE NO. G-1317 - Consider approval of Ordinance No. G-1317, amending Sections 2-102, 2-103, 2-104 and 2-105 of the Pittsburg City Code to update and streamline the uniform procedures and platting requirements for subdivisions including the pre-platting conference, preliminary plat, final plat and short form plat. **Approve or disapprove Ordinance No. G-1317 and, if approved, authorize the Mayor to sign the Ordinance on behalf of the City.**

- f. ORDINANCE NO. G-1318 - Consider approval of Ordinance No. G-1318, amending Sections 2-331 and 2-332 of the Pittsburg City Code, creating the non-discrimination Ordinance, prohibiting discrimination in employment, housing, and public accommodations, and creating sections 2-333, 2-334, and 2-335 to the Pittsburg City Code. **Approve or disapprove Ordinance No. G-1318 and, if approved, authorize the Mayor to sign the Ordinance on behalf of the City.**

- g. ORDINANCE NO. G-1319 - Consider approval of Ordinance No. G-1319, amending Section 6-74 of the Pittsburg City Code to remove non-residency as a disqualification for issuance of a cereal malt beverage license. **Approve or disapprove of Ordinance No. G-1319 and, if approved, authorize the Mayor to sign the Ordinance on behalf of the City.**

NON-AGENDA REPORTS & REQUESTS:

EXECUTIVE SESSION:

- a. An Executive Session is necessary to discuss personnel matters of non-elected personnel pursuant to K.S.A. 75-4319(b)(1), to discuss the 2020 evaluation and 2021 employment terms and conditions for the City Manager. **Motion to recess into Executive Session for 30 minutes to discuss the 2020 evaluation and 2021 employment terms and conditions for the City Manager pursuant to the non-elected personnel exception under K.S.A. 75-4319(b)(1) with the meeting to resume in the Commission Room in 30 minutes.**

ADJOURNMENT

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
December 15th, 2020

A Special Session of the Board of Commissioners was held at 5:30 p.m. on Tuesday, December 15th, 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.

FLAG SALUTE – Mayor Dawn McNay led the flag salute.

INVOCATION – Mark Chambers, on behalf of the First United Methodist Church, provided an invocation.

PROCLAMATION – Mayor McNay proclaimed Tuesday, December 15th, 2020, as Nancy Evans Day in Pittsburg.

ELECTION OF MAYOR – On motion of Brooks, seconded by McNay, the Governing Body elected Chuck Munsell as Mayor. Motion carried.

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

PRESENTATION OF CEREMONIAL GAVEL – Newly elected Mayor Munsell presented outgoing Mayor Dawn McNay with a ceremonial gavel.

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

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

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

OFFICIAL DEPOSITORIES – On motion of Fields, seconded by O'Bryan, the Governing Body approved staff recommendation to designate BMO Harris Bank, Community National Bank, Commerce Bank, Equity Bank, GNBANK, Labette Bank, and Landmark Bank as official City depositories. Motion carried.

OFFICIAL NEWSPAPER – On motion of Fields, seconded by O'Bryan, the Governing Body approved staff recommendation to designate The Morning Sun as the official City newspaper. Motion carried.

LEAGUE OF KANSAS MUNICIPALITIES DUES – On motion of Fields, seconded by O'Bryan, the Governing Body approved the 2021 dues to the League of Kansas Municipalities in the amount of \$9,045.07. Motion carried.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
December 15th, 2020

PURCHASE OF VEHICLE – PUBLIC UTILITIES DEPARTMENT – On motion of Fields, seconded by O'Bryan, the Governing Body approved staff request to waive the City bid policy to purchase one (1) new 2021 Ford EcoSport S 4WD for use by the Public Utilities Facilities Maintenance Division, to purchase the vehicle through the local dealership of Mike Carpino Ford in the amount of \$22,550.00 in lieu of State contract with National Joint Purchasing Alliance in the amount of \$21,904.00, and authorized the issuance of the necessary purchase requisition. Motion carried.

2020 SURFACE PRESERVATION PROJECT CHANGE ORDER AND FINAL PAYMENT – On motion of Fields, seconded by O'Bryan, the Governing Body approved Change Order No. 1, reflecting an increase of \$13,022.77, making a new contract construction amount of \$192,331.14, and final payment in the amount of \$44,560.80 to Heckert Construction Co., Inc., of Pittsburg, for the 2020 Surface Preservation Project. Motion carried.

2020 ASPHALT REJUVENATION PROJECT FINAL PAYMENT – On motion of Fields, seconded by O'Bryan, the Governing Body approved final payment to ProSeal, Inc., of El Dorado, Kansas, in the amount of \$75,727.54 for the 2020 Asphalt Rejuvenation Project. Motion carried.

CONSENT AND ACKNOWLEDGEMENT OF ASSIGNMENTS – TURNKEY DEVELOPERS – CREEKSIDE EAST PROJECT – On motion of Fields, seconded by O'Bryan, the Governing Body approved staff recommendation to accept the Consent and Acknowledgement of Assignments for rights to payments related to the Creekside East housing development, as representatives of Turnkey Developers, LLC, have assigned their rights to payments received from the Rural Housing Incentive District (RHID) as well as infrastructure development costs associated with the agreement from the Economic Development Advisory Committee (EDAC) to be paid directly to the Bank of Commerce until their loan is satisfied, and authorized the Mayor to sign the Consent and Acknowledgement of Assignment documents on behalf of the City. Motion carried.

LAND BANK BOARD OF TRUSTEES - On motion of Fields, seconded by O'Bryan, the Governing Body approved staff recommendation to reappoint Tom Spurgeon to a third three-year term effective January 1, 2021, and concluding on December 31, 2023, and to appoint Elizabeth "May" Smith to an unexpired term effective immediately and concluding on December 31, 2022, as members of the Land Bank Board of Trustees. Motion carried.

SUSTAINABILITY ADVISORY COMMITTEE – On motion of Fields, seconded by O'Bryan, the Governing Body approved staff recommendation to reappoint Denise Fitzpatrick and James Triplett to second two-year terms and to appoint Andrew Ouellette, Nancy Scott, and George Weeks to first two-year terms as members of the Sustainability Advisory Committee effective January 1, 2021, and to conclude on December 31, 2022. Motion carried.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
December 15th, 2020

MEMORIAL AUDITORIUM ADVISORY BOARD – On motion of Fields, seconded by O'Bryan, the Governing Body approved staff recommendation to reappoint Pam Henderson, Mike Lewark and Andra Stefanoni to second four-year terms as members of the Memorial Auditorium Advisory Board effective January 1, 2021, and to conclude on December 31, 2024. Motion carried.

ACTIVE TRANSPORTATION ADVISORY BOARD – On motion of Fields, seconded by O'Bryan, the Governing Body approved staff recommendation to appoint Debra Anthony, Erin Fletcher, and Leah Gagnon to first four-year terms as members of the Active Transportation Advisory Board effective January 1, 2021, and concluding on December 31, 2024. Motion carried.

AIRPORT ADVISORY COMMITTEE – On motion of Fields, seconded by O'Bryan, the Governing Body approved staff recommendation to appoint Matthew Kassawara to fill an unexpired term as a member of the Airport Advisory Committee effective immediately and concluding on December 31, 2022. Motion carried.

BUILDING CODE BOARD OF APPEALS/BUILDING TRADES REVIEW BOARD – On motion of Fields, seconded by O'Bryan, the Governing Body approved staff recommendation to reappoint Paul Chappell (Building Contractor), Brian Coomes (Engineer) and Shannon Nicklaus (Mechanical) to second three-year terms and to appoint Melissa Bow-Richardson (Architect) to a first three-year term as members of the Building Code Board of Appeals/Building Trades Review Board effective January 1, 2021, and concluding on December 31, 2023. Motion carried.

PLANNING COMMISSION/BOARD OF ZONING APPEALS – On motion of Fields, seconded by O'Bryan, the Governing Body approved staff recommendation to reappoint Kyle Michael to a second three-year term as a member of the Planning Commission/Board of Zoning Appeals effective January 1, 2021, and concluding on December 31, 2023. Motion carried.

APPROPRIATION ORDINANCE – On motion of Fields, seconded by O'Bryan, the Governing Body approved the Appropriation Ordinance for the period ending December 15th, 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.

CEREAL MALT BEVERAGE LICENSES – On motion of Brooks, seconded by McNay, the Governing Body approved the applications submitted by Dollar General Store #18856 (820 West 4th Street), Dollar General Store #13065 (2004 South Rouse), Dollar General Store #3785 (2810 North Broadway), Commodore Barry Corporation - Knights of Columbus (407 East 11th Street), Aldi #89 (3109 North Broadway), Walgreens #09049 (1911 North Broadway), Horton's Pizza Plus (1601 East 4th Street), Main Street Axe Company (two licenses - one for consumption on the premises and one not for consumption on the premises at 216 South Broadway), Pitt Stop (902 South Joplin), Dillons (2600 North Broadway), and Snak Atak (1101 East 4th Street) to sell Cereal Malt Beverages for the year 2021 and directed the City Clerk to issue the licenses. Motion carried.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
December 15th, 2020

PITTSBURG PUBLIC LIBRARY ANNUITY USE – On motion of McNay, seconded by Brooks, the Governing Body approved staff request to use up to \$40,000 in funds from the Pittsburg Public Library building annuity to replace the dry sprinkler system at the library. Motion carried.

MEMORIAL AUDITORIUM ADVISORY BOARD – On motion of Fields, seconded by McNay, the Governing Body appointed Ginger Cawley to fill an unexpired term effective immediately and concluding on December 31, 2022, and Cooper Neil to a first term effective January 1, 2021, and concluding on December 31, 2024, as members of the Memorial Auditorium Advisory Board. Motion carried.

PLANNING COMMISSION/BOARD OF ZONING APPEALS – On motion of O'Bryan, seconded by Fields, the Governing Body appointed Martin Dickinson to a first term effective January 1, 2021, and concluding on December 31, 2023, as members of the Planning Commission/Board of Zoning Appeals. Motion carried.

REQUEST TO CHANGE ZONING – On motion of McNay, seconded by O'Bryan, the Governing Body approved the recommendation of the Planning Commission/Board of Zoning Appeals, to approve the request submitted by Shari Mendez to change the existing zoning of the property located at 102 East 16th Street from R-1C Single Family Residential to CP-2 Planned General Commercial to allow a parking lot to be constructed, and directed staff to prepare the necessary ordinance. Motion carried.

MODIFICATION TO FIRE DEPARTMENT RESCUE 7 PURCHASE SPECIFICATIONS – On motion of McNay, seconded by O'Bryan, the Governing Body approved staff recommendation to remove the pump, tank, hose, and all other associated items from the specifications of the new rescue unit and use the funds saved by making this modification to purchase other equipment that will directly support the Fire Department's rescue capabilities. Motion carried with Brooks and Munsell voting in opposition.

ALLOCATION OF FUNDS - COMMUNITY DEVELOPMENT BLOCK GRANT CORONAVIRUS RESPONSE SUPPLEMENT (CDBG-CV) – On motion of Fields, seconded by Brooks, the Governing Body approved the allocation of funds from the CDBG-CV grant program from the Kansas Department of Commerce with The Lord's Diner, FLAG Church and Wesley House each receiving \$11,666.00 in funding to support programs that provide access to nutritious foods during the COVID-19 crisis, particularly programs supporting children, and authorized the Mayor to sign the necessary documents on behalf of the City. Motion carried.

RESOLUTION NO. 1240 – On motion of O'Bryan, seconded by Fields, the Governing Body adopted Resolution No. 1240, amending Resolution No. 1238, dated October 13, 2020, determining that the City of Pittsburg is considering establishing a Rural Housing Incentive District within the City to include property annexed into the City following the adoption of Resolution No. 1238, and authorized the Mayor to sign the Resolution on behalf of the City. Motion carried.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
December 15th, 2020

ORDINANCE NO. G-1317 – On motion of Brooks, seconded by Munsell, the Governing Body tabled consideration of Ordinance No. G-1317, amending Sections 2-102, 2-103, 2-104 and 2-105 of the Pittsburg City Code to update and streamline the uniform procedures and platting requirements for subdivisions including the pre-platting conference, preliminary plat, final plat and short form plat, to the January 12th, 2021, City Commission Meeting to allow staff time to provide the red-lined version of the documents to Governing Body members and to allow time to receive additional input regarding the proposed changes. Motion carried.

ORDINANCE NO. S-1076 – On motion of McNay, seconded by O'Bryan, the Governing Body approved Ordinance No. S-1076, fixing the salary and compensation of the officers and employees of the City of Pittsburg, Kansas, and authorized the Mayor to sign the Ordinance on behalf of the City. Motion carried with Munsell voting in opposition.

EXECUTIVE SESSION - On motion of O'Bryan, seconded by Fields, the Governing Body recessed into Executive Session for forty-five minutes to discuss personnel matters of non-elected personnel pursuant to K.S.A. 75-4319(b)(1), to discuss the 2020 evaluation and 2021 employment terms and conditions for the City Manager, with the meeting to resume in the City Commission Room. Motion carried.

The Governing Body recessed into Executive Session at 7:07 p.m.

The Governing Body reconvened into Regular Session at 7:52 p.m. Absent: McNay and O'Bryan.

Mayor Munsell announced that no decisions were made and no votes were taken during the Executive Session.

EXECUTIVE SESSION - On motion of Brooks, seconded by Fields, the Governing Body recessed into Executive Session for fifteen minutes to discuss personnel matters of non-elected personnel pursuant to K.S.A. 75-4319(b)(1), to discuss the 2020 evaluation and 2021 employment terms and conditions for the City Manager, with the meeting to resume in the City Commission Room. Motion carried. Absent: McNay and O'Bryan.

The Governing Body recessed into Executive Session at 7:54 p.m.

The Governing Body reconvened into Regular Session at 8:06 p.m.

Mayor Munsell announced that no decisions were made and no votes were taken during the Executive Session.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
December 15th, 2020

ADJOURNMENT: On motion of O'Bryan, seconded by Brooks, the Governing Body adjourned the meeting at 8:06 p.m. Motion carried.

Chuck Munsell, Mayor

ATTEST:

Tammy Nagel, City Clerk

RECEIVED

NOV 13 2020

Pittsburg City Clerk



City of Pittsburg Downtown Advisory Board

APPLICATION FOR APPOINTMENT

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

Name: Amy Sawyer

Home Address: 206C S Free King Hwy, Pittsburg, KS

Mailing Address: Same

Occupation: TBD

Business Address: N/A

Home Telephone: 316-303-5337

Business Telephone: N/A

E-mail: amylsawyer@gmail.com

Are you a resident of Pittsburg? Yes

If yes, how long have you lived in Pittsburg: 19 Years

Current occupation (within last 12 months)

I was recently laid-off from Names and Numbers, after 13 years, so I am currently looking for employment.

Business interest in the last 12 months:

N/A

Previous Committee/Commission Experience:

I am currently the Vice-Chair of the Downtown Advisory Board, as well as, Vice President of Pittsburg Area Young Professionals. I have previously served on the Pittsburg Salvation Army Board of Advisors.

Education/Experience: A resume may be attached containing this and any other information what would be helpful in evaluating your application. I am currently the Vice-Chair of the Downtown Advisory Board, as well as, Vice President of Pittsburg Area Young Professionals. I have previously served on the Pittsburg Salvation Army Board of Advisors.

Professional and/or community service activities:
I am currently the Vice-Chair of the Downtown Advisory Board, as well as, Vice President of Pittsburg Area Young Professionals. I have previously served on the Pittsburg Salvation Army Board of Advisors.

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

I have served on this board for the last two years, and I would love to continue to serve our community.

Area of Representation (Circle all that could apply):

Hospitality Industry Retail Industry

Land Owner **At-Large** Representation Resident

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

Amy Sawyer 11/13/20

Signature of Applicant Date

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

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

DUE AT 5PM ON NOVEMBER 12, 2020

RECEIVED

NOV 03 2020

Pittsburg City Clerk



City of Pittsburg Downtown Advisory Board

APPLICATION FOR APPOINTMENT

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

Name: Alissa Rogge

Home Address:
514 N Broadway, Pittsburg KS 66762

Mailing Address:
same

Occupation:
contractor

Business Address:
same

Home Telephone: 443-909-9249

Business Telephone: X

E-mail: alissar@cherryhillfab.com

Are you a resident of Pittsburg? yes

If yes, how long have you lived in Pittsburg: 4 years

Current occupation (within last 12 months)
I renovate properties

Business interest in the last 12 months:
X

Previous Committee/Commission Experience:

I've attended a few meetings, but have no other experience.

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

High school degree from Redeemer Classical Christian School.

A.A. Degree in Business Administration from CCBC.

Professional and/or community service activities:

Volunteered ~~for~~ FEMA Corps. Metal Fabricator, Machinist,
Powder Coater, Office Administrator, Safety Manager, & Quality Inspector.

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

So much time, love, money, & energy has been invested in the
heart of this town. I just want to be apart of that growth.

Area of Representation (Circle all that could apply):

Hospitality Industry

Retail Industry

Land Owner

At-Large Representation

Resident

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

Al Rogge

Signature of Applicant

11/03/20

Date

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

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

DUE AT 5PM ON NOVEMBER 12, 2020



FINANCE AND ADMINISTRATION

201 West 4th Street · Pittsburg KS 66762

(620) 231-4100

www.pittks.org

Interoffice Memorandum

TO: Daron Hall, City Manager

FROM: Larissa Bowman, Director of Finance

DATE: January 5, 2021

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

The attached contract is for outside the City fire protection for the S & H Management LLC facility located at 2106 W. 4th Street. The amount calculated for 2021 is \$4,860.32.

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

cc: Tammy Nagel, City Clerk

CONTRACT FOR INDUSTRIAL FIRE FIGHTING SERVICE

THIS AGREEMENT made and entered into this 1st day of January 2021, by and between the City of Pittsburg, Crawford County, Kansas, a Municipal Corporation, hereinafter called the City and S & H Management LLC, hereinafter called the Contractee, WITNESSETH:

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

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

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

1. The Fire Department of the City shall, when notified, furnish a pumper truck and a minimum of two (2) fire fighters to attend and fight fires that may occur upon the above described premises if, at the time of need for such fire, the Fire Department can spare such equipment and fire fighters. The Fire Department of the City shall make a reasonable effort to attend and extinguish such fires; but it is expressly agreed and understood that the Fire Chief or person in charge of the Fire Department shall have the right in every case to determine whether or not the City can spare any part of its Fire Department equipment and fire fighters at a particular time.
2. IT IS FURTHER AGREED that the City shall not be liable in any way for failure of the Fire Department to attend a fire or put out a fire, or for damages to property or persons, or for any other reason.
3. As compensation for such Industrial Fire Fighting Service to said premises, the Contractee agrees to pay the City of Pittsburg, Kansas, the sum of **\$4,860.32** for the year beginning on the first day of January 2021. Said compensation to the City is based on the mill levy charged to City inhabitants for fire protection and/or the amount necessary to support the operation of the Fire Department. Such mill levy to be multiplied by the Contractee's assessed valuation.

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

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

IN WITNESS WHEREOF this Contract was signed by the parties this 12th day of January 2021.

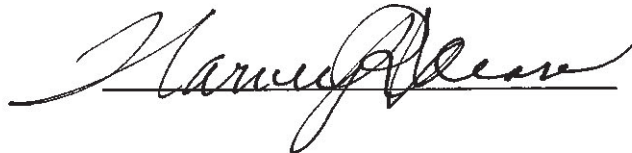
THE CITY OF PITTSBURG, KANSAS

Mayor

ATTEST:

Tammy Nagel, City Clerk

S & H MANAGEMENT LLC





FINANCE AND ADMINISTRATION

201 West 4th Street · Pittsburg KS
66762

(620) 231-4100

www.pittks.org

CALCULATIONS

2021 OUTSIDE CITY FIRE CONTRACT

FIRE DEPARTMENT BUDGET OF \$2,902,639 = 21.71807 Mills

CITY ASSESSED VALUATION - \$133,646,949

<u>Firm</u>	<u>Assessed Value (1)</u>	x	<u>Mill Levy</u>	x	<u>.50</u>	=	<u>Contract Cost</u>
S&H Management, LLC 2106 W. 4 th Street	\$447,583	x	.02171807	x	.50	=	\$4,860.32

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

CRAWFORD COUNTY REAL ESTATE TAX STATEMENT

2020

Quick Ref.: R9971

Date: 12/18/2020

Statement #: 11617

CAMA #: 196-24-0-00-02-002-00-0-01

Tax Unit: 83 - BAKER USD 250

Parcel #: 1962400002002000

Levy: 113.57200

Real Estate

Property Address: 2106 W 4TH - Pittsburg, KS 66762

Deed Name: S & H MANAGEMENT LLC

TAX SUMMARY

First Half Tax:	25,416.45
Second Half Tax:	25,416.45
Total Tax:	50,832.90

Owner ID #: SHMA00000
Owner Name: S & H MANAGEMENT LLC

Owner Address: 1503 BITNER CT
PITTSBURG, KS 66762-8782

MAKE CHECKS PAYABLE TO:
CRAWFORD CO TREASURER
PO BOX 96
GIRARD, KS - 66743
620-724-8222

NOTE: To pay taxes online and/or look up tax receipts: www.crawfordcountykansas.org > Department & Agencies > County Treasurer.
When paying taxes bring or mail statement stub(s) only. No 2nd 1/2 notice mailed. Please call our office for interest before paying delinquent taxes.

PROPERTY DESCRIPTION

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

PROPERTY CLASS	ASSED RATE	PRIOR YEAR	CURRENT YEAR	VALUE CHANGE	% CHANGE	CURRENT TAX
C COMM/INDUSTRIAL RURAL	25.0/25.0	447,583	447,583	0	0.00	50,832.90

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

SPECIAL ASSESSMENTS / NRA

Grand Total: 50,832.90

MILL LEVIES	PRIOR YEAR	CURRENT YEAR	% CHANGE
State	1.500000	1.500000	0.00
County	50.135000	50.067000	-0.14
BAKER - TOWNSHIP	0.162000	0.162000	0.00
FIRE DIST #1	6.497000	6.500000	0.05
SEK LIBRARY	1.630000	1.602000	-1.72
USD - 250	51.967000	52.420000	0.87
WILDCAT EXT #14	1.383000	1.321000	-4.48
Grand Total:	113.27400	113.57200	0.26

TAX	PRIOR YEAR	CURRENT YEAR	\$ CHANGE	% CHANGE
State	671.37	671.37	0.00	0.00
County	22,439.57	22,409.14	-30.44	-0.14
BAKER - TOWNSHIP	72.51	72.51	0.00	0.00
FIRE DIST #1	2,907.95	2,909.29	1.34	0.05
SEK LIBRARY	729.56	717.03	-12.53	-1.72
USD - 250	23,259.55	23,462.30	202.76	0.87
WILDCAT EXT #14	619.01	591.26	-27.75	-4.48
Grand Total:	50,699.52	50,832.90	133.38	0.26

REVENUE FROM PROPERTY TAX LEVIES	PRIOR YEAR	CURRENT YEAR	\$ CHANGE	% CHANGE
State	33,060.23	33,433.80	373.57	1.13
County	1,105,063.15	1,115,967.73	10,904.58	0.99
BAKER - TOWNSHIP	3,571.03	3,611.21	40.18	1.13
FIRE DIST #1	143,195.03	144,873.95	1,678.92	1.17
SEK LIBRARY	35,916.09	35,703.97	-212.11	-0.59
USD - 250	1,099,699.27	1,122,480.87	22,781.60	2.07
WILDCAT EXT #14	30,476.80	29,446.90	-1,029.90	-3.38
Grand Total:	2,450,981.60	2,485,518.43	34,536.83	1.41

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

DETACH AND REMIT WITH PAYMENT
1st HALF PAYMENT COUPON - 2020
FIRST HALF DUE: 12/21/2020

TAXPAYER ID #: SHMA00000
STATEMENT #: 11617
PARCEL #: 1962400002002000
QUICK REF.: R9971
S & H MANAGEMENT LLC

1



Real Estate

PAID ON
12/14/2020

1503 BITNER CT
PITTSBURG, KS 66762-8782

1ST HALF PAYMENT DUE 0.00

DETACH AND REMIT WITH PAYMENT
2nd HALF / FULL PAYMENT COUPON - 2020
SECOND HALF DUE: 05/10/2021

TAXPAYER ID #: SHMA00000
STATEMENT #: 11617
PARCEL #: 1962400002002000
QUICK REF.: R9971
S & H MANAGEMENT LLC

2



Real Estate

1503 BITNER CT
PITTSBURG, KS 66762-8782

2ND HALF PAYMENT DUE 25,416.45

() Check if Receipt Requested

() Check if Receipt Requested



DEPARTMENT OF PUBLIC WORKS

201 West 4th Street · Pittsburg KS 66762

(620) 231-4170

www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: CAMERON ALDEN
Direct of Public Works

DATE: January 6, 2021

SUBJECT: Agenda Item – January 12, 2021
Boundary Resolution No. 1241

The City of Pittsburg is required, under provisions of K.S.A. 12-517, to adopt a boundary resolution. This statute states, in part, that “before the last day of December in any year which territory has been added to or excluded from any city, the Governing Body of such city shall declare, by resolution, the entire boundary of the city.”

This past year, the property owned by Dr. Youtsos and the property owned by Mr. Barone were added to the boundaries.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, January 12, 2021. Action necessary will be approval or disapproval of the boundary resolution.

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

Attachment: Resolution No. 1241

RESOLUTION NO. 1241

A RESOLUTION DECLARING AND DESCRIBING THE CORPORATE LIMITS AND BOUNDARY LINES OF THE CITY OF PITTSBURG, CRAWFORD COUNTY, KANSAS.

WHEREAS, the Governing Body for the City of Pittsburg, Kansas, as authorized by the provisions of K.S.A. 12-520 did annex land within the corporate limits of the City with the adoption of Ordinances No. G-1309 and G-1314;

WHEREAS, pursuant to said annexation and K.S.A. 12-517, it is necessary for the Governing Body to declare the new boundary lines by resolution; and

WHEREAS, it is also necessary for the City Clerk to file a Certified Copy of such resolution with the Crawford County Clerk, the Crawford County Register of Deeds and the State Transportation Engineer.

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

SECTION 1. City Boundary: The corporate limits and boundary lines of the City of Pittsburg, Crawford County, Kansas, are hereby declared and described by beginning at the Northeast Corner of said City and continuing in a counter-clockwise direction as follows:

Beginning at the Northeast Corner of Section 16, Township 30 South, Range 25 East, thence West along the North line of said Section 16 to a point 636.40 feet East of the Southwest Corner of Section 9, Township 30, Range 25, thence on a bearing of North and perpendicular to said South line a distance of 40.00 feet, thence on a bearing of North 02°13'52" West a distance of 121.76 feet, thence on a bearing of North 11°47'44" West a distance of 110.36 feet, thence on a bearing of North 13°42'55" West a distance of 188.74 feet to the point of intersection with the Southeasterly right-of-way line of Old Rouse Street, thence in a Northwesterly direction along the Southern right-of-way of the D.J. (Joe) Saia Overpass/D. J. (Joe) Saia Boulevard across the railroad right-of-way of the

Kansas City Southern Railway Company and the right-of-way of the Atkinson, Topeka and Santa Fe Railway to the point of intersection with the Western right-of-way of the Atkinson, Topeka and Santa Fe Railway, thence in a Southwesterly direction along the Western right-of-way line of the Atkinson, Topeka and Santa Fe Railway to the point of intersection with the North line of Section 17, Township 30, Range 25, thence West along the North line of Section 17, to a point 291.00 feet West of the Northeast Corner of the Northwest Quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 17, thence North and parallel to the East line of the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 8, Township 30, Range 25 to the North line of said Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$), thence West to the Northwest Corner of the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 8, and continuing West on the North line of the Southeast Quarter (SE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 7, Township 30, Range 25, to the Northwest Corner of the Southeast Quarter (SE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 7, thence North along the East line of the Northwest Quarter (NW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) and the Southwest Quarter (SW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) to the Southeast Corner of the Northwest Quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 7, thence West along the South line of said Northwest Quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) to the center line of Cow Creek, thence in a Northwesterly and Northerly direction, along the meandering center line of Cow Creek to a point on the North line of said Section 7, said point being 625.00 feet West of the Northeast Corner of the Northwest Quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of said Section 7, thence West along the North line of Section 7 to the Northwest Corner of the Northwest Quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 7, thence South along the West line of the Northeast Quarter (NE $\frac{1}{4}$) of Section 7 to the Southwest Corner of the Northeast Quarter (NE $\frac{1}{4}$) of Section 7, thence East along the North line of the Southeast Quarter (SE $\frac{1}{4}$) of said Section 7 a distance of 373.06 feet, thence South 1892.00 feet, thence West 30.00 feet, thence South 21.00 feet, thence West and parallel to the South line of said Section 380.00 feet, thence North and parallel to the West line of said Section 530.00 feet, thence West and running along the North line of the Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) 1270.00 feet, thence South and running along the West line of the Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) 666.60 feet, thence North 88°35'00" West and parallel to the South line of said Section 661.40 feet to a point being 653.40 feet North of the South line of Section 7, thence South and parallel to the West line of said Section 267.12 feet, thence West and parallel to the South line of said Section 676.60 feet, to the

East line of Section 12, Township 30 South, Range 24 East, thence North along the East line of Section 12 to the Northeast Corner of Section 12, thence West along the North line of Section 12, also being the South line of Section 1, Township 30 South, Range 24 East, for a distance of 1844.27 feet, thence North 09°56'18" West a distance of 649.61 feet, thence North 09°55'39" West, for a distance of 2960.83 feet, more or less, to the South right-of-way line of the abandoned Atchison, Topeka and Santa Fe Railroad, thence North 63°39'07" West along the South right-of-way line a distance of 1240.41 feet, thence South 09°55'39" East, a distance of 3694.42 feet, thence South 09°56'18" East, a distance of 490.54 feet to a point on the South line of said Section 1 also being the North line of Section 12, Township 30 South, Range 24 East, said point being 201.80 feet West of the Northeast Corner of the Northwest Quarter (NW¼) of said Section 12, thence West along the North line of Section 12 to the Northwest Corner of Section 12, thence South along the West line of Section 12 to the Southwest Corner of Section 12, thence East along the South line of Section 12 to the Northwest Corner of Section 18, Township 30 South, Range 25 East, thence South along the West line of Section 18 for a distance of 30.00 feet, thence East 30.00 feet to the East right-of-way of the county road, thence South along the East right-of-way of the county road 366.00 feet, thence East parallel to the North line of the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) 1303.00 feet, thence South along the West line of the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) 924.00 feet to the South line of the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼), thence East along the South line 669.21 feet, thence North 402.17 feet, thence East running parallel to the North line of Section 18, a distance of 141.50 feet, thence North 893.53 feet to a point 30.00 feet South of the North line of Section 18, thence East and parallel with the North line of Section 18 for a distance of 1830.24 feet to the West line of the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of Section 18, thence South along the West line of the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of Section 18, Township 30, Range 25, a distance of 1289.32 feet, more or less, to the Southwest Corner of the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of said Section 18, thence East 108.80 feet, more or less, to the Easterly right-of-way line of the U.S. 69 Bypass, thence Southwesterly along the Easterly right-of-way line of the U.S. 69 Bypass to a point of intersection with the North line of the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) of Section 18, said point being 159.30 feet East of the Northwest Corner of said Quarter Quarter, thence Southwesterly along the Easterly right-of-way of the U.S. 69 Bypass to a point on the West line of said Quarter 325.50 feet South of the Northwest Corner of said Quarter Quarter,

thence continuing Southwesterly along the Easterly right-of-way of the U.S. 69 Bypass to a point 491.50 feet West of the Southeast Corner of the Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) in Section 18, also being on the North line of Section 19, Township 30, Range 25, thence West along the North line of Section 19, to the Northwest Corner of Section 19, also being the Northeast Corner of Section 24, Township 30, Range 24, thence South 4504.00 feet, more or less, along the East line of Section 24 to the intersection of the South line of alley running East and West along Lots 13, 14 and 15, in Kansas and Texas Coal Company's Third Addition, thence West along said South line of alley 1052.00 feet, more or less, to the East right-of-way line of Main Street, thence South along the East right-of-way line of Main Street 918.00 feet to the North right-of-way line of Fourth Street, also being Kansas Highway No. 126, thence East parallel to the South line of said Section 24 for a distance of 535.00 feet, thence North 10.00 feet, thence Northeasterly to a point 81.90 feet North and 225.80 feet West of the Southeast Corner of Section 24, thence East 225.80 feet to the East line of Section 24, thence South along said East line of Section 24 for a distance of 81.90 feet to the Southeast Corner of Section 24, also being the Southwest Corner of Section 19, Township 30, Range 25, thence Southwesterly across Fourth Street to the Northwest Corner of Lot 1 of the Woodlawn Park Addition, thence South 15.00 feet, thence Southwesterly to a point on the West line of Lot 2, which is 82.00 feet North of the Southwest Corner of said Lot 2, thence South to the Northeast Corner of Lot 20, thence West along the North line of Lot 20, to the Northwest Corner of said Lot 20, thence South on the West line of Lot 20 of the said Woodlawn Park Addition, to the North line of Third Street, thence West along the North line of Third Street, extended to the West line of Woodlawn Street, thence South on the said West line of Woodlawn Street to the Northeast Corner of Lot 78, thence South along the East line of said Lot 78 to a point 10.00 feet South of the Southeast Corner of said Lot 78, being on the South line of the Woodlawn Park Addition, and on the Easterly right-of-way of U.S. 69 Bypass, thence Southeasterly along the Easterly right-of-way of U.S. 69 Bypass to the point of intersection with the West line of Section 30, Township 30, Range 25, thence continuing Southeasterly 3698.00 feet, more or less, along the Easterly right-of-way of U.S. 69 Bypass through Government Lots 2, 3, and 4 in Section 30, to a point 50.00 feet North of the Southeast Corner of the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 30, thence South 50.00 feet to the Southeast Corner of the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 30, which point is the Northwest Corner of the Northeast Quarter (NE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 31, Township 30, Range 25, thence East

along the North line of the Northeast Quarter (NE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 31, for a distance of 17.50 feet, thence South 22°28'00" East, a distance of 865.17 feet to the Southeast Corner of Lot 8, Block 3, of the Westwood Place Addition, thence Southeasterly 600.00 feet, more or less, to a point on the South line, 492.40 feet East of the Southwest Corner of the Northeast Quarter (NE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 31, and the Easterly right-of-way of the U.S. 69 Bypass, thence 1398.30 feet, more or less, Southeasterly on a curve of 3699.83 feet radius along the Easterly right-of-way line of said Highway to the East line of the Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 31, this point being 313.00 feet North of the Southeast Corner of said Quarter, thence 212.22 feet Southeasterly along said right-of-way to a point 148.25 feet East and 229.24 feet North of the Southwest Corner of the Southwest Quarter (SW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 31, thence Southwesterly 20.00 feet to a point 134.20 feet East and 215.00 feet North of the Southwest Corner of said Quarter, thence Southeasterly 302.00 feet along said East right-of-way of U.S. 69 Bypass to a point 346.30 feet East of the Southwest Corner of the Southwest Quarter (SW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 31, also the South line of said Quarter, thence East to a point 25.00 feet North of the West line of Lot 50, Block 3, of the College View Addition, thence South along the West line of Block 3 of said Addition to the right-of-way of U.S. 69 Bypass, thence Southeasterly along said right-of-way to the Southeast Corner of Lot 26 in Block 2 of said Addition, thence Southeasterly 380.00 feet to a point on the West line of the Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 31 and 497.30 feet North of the Southwest Corner of the Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 31, thence South on said line 127.20 feet to a point 370.10 feet North of the Southwest Corner of said Quarter Quarter, thence Southeasterly along U.S. 69 Bypass right-of-way 520.00 feet, more or less, to a point on the South line of the Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 31, 360.00 feet East of the Southwest Corner of the said Quarter Quarter and continuing Southeasterly along the East right-of-way line of said Highway, on a curve with a radius of 2142.41 feet, for a distance of 352.00 feet, more or less, to a point 730.00 feet West and 268.00 feet South of the Northeast Corner of the Southeast Quarter (SE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 31, thence Southeasterly 320.00 feet, more or less, on a curve with a radius of 1902.41 feet to a point 784.80 feet North and 595.00 feet West of the Southeast Corner of the Southeast Quarter (SE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 31, thence continuing Southeasterly on said Highway right-of-way line 575.60 feet, more or less, on a curve with a radius of 2142.21

feet to a point 219.40 feet North, 421.00 feet West of the Southeast Corner of the Southeast Quarter (SE $\frac{1}{4}$) of Section 31, thence Southeasterly 196.70 feet to a point 45.00 feet North and 330.00 feet West of the Southeast Corner of Section 31, thence South 45.00 feet to the South line of Section 31, also being the North line of Section 6, Township 31, Range 25, thence East along said North line 14.84 feet to a point 341.40 feet West of the Northeast Corner of Section 6, Township 31, Range 25, thence South and parallel with the East line of the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 6, 163.00 feet, this point being 163.00 feet South and 341.40 feet West of the Northeast Corner of Section 6, and the East right-of-way line of U.S. 69 Bypass, thence Southwesterly 362.00 feet along the said East right-of-way line to a point 515.90 feet South and 421.80 feet West of said Northeast Corner of said Section 6, thence Southeasterly 634.70 feet to a point 54.10 feet West and 1026.10 feet South of the Northeast Corner of said Section 6, thence East 54.10 feet to the West line of the Northwest Quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 5, Township 31, Range 25, thence South 258.40 feet to the Southwest Corner of the Northwest Quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 5, Township 31, Range 25, thence East along the South line of the North Half (N $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 5, 2685.40.00 feet to the Southeast Corner of Random Acres, this point also being the Northwest Corner of the Southwest Quarter (SW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 5, thence South along the West line of the Southwest Quarter (SW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 5, 924.25 feet to the Southwest Corner of Lot 2, Kelly Estates, a subdivision of Crawford County, Kansas, thence East along the South line of Lot 2, 336.24 feet to the Northwest Corner of Lot 3 of said Kelly Estates, thence South along the West line of said Lot 3, 391.54 feet to a point on the North line of the Southeast Quarter (SE $\frac{1}{4}$) of Section 5, said point is 336.25 feet North 89°31'44" East of the center of Section 5, Township 31, Range 25 East, thence East along said North line to the Northwest Corner of the East Half (E $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 5, thence South along the West line of said East Half (E $\frac{1}{2}$) to the Southwest Corner of the East Half (E $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 5, thence East along the South line of the North Half (N $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 5 to the Northwest Corner of Lot 21, Amber Meadows Addition to the City of Pittsburg, thence South along the West line of Amber Meadows Addition a distance of 659.75 feet, thence North 89°33'55" East 709.00 feet to the East line of the Southeast Quarter (SE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$), thence North along said East line 274.97 feet, thence South 89°37'47" East 515.20 feet, thence South 275.00

feet to the North line of the South Half ($S\frac{1}{2}$) of the Southwest Quarter ($SW\frac{1}{4}$) of the Southwest Quarter ($SW\frac{1}{4}$) of Section 4, Township 31, Range 25 East, thence South $89^{\circ}37'47''$ East 866.18 feet, thence South $00^{\circ}04'08''$ West 346.49 feet, thence South $89^{\circ}38'55''$ East 626.40 feet, thence South $00^{\circ}04'08''$ West 313.20 feet, thence South $89^{\circ}38'55''$ East 314.19 feet, thence North $00^{\circ}08'17''$ East 40.00 feet, thence South $89^{\circ}38'55''$ East 400.00 feet to a point that is 40.00 feet North of the Southeast Corner of the Southwest Quarter ($SW\frac{1}{4}$) of Section 4, thence North along the East line of said Southwest Quarter ($SW\frac{1}{4}$) a distance of 2596.98 feet to the Northeast Corner of the Southwest Quarter ($SW\frac{1}{4}$) of Section 4, thence West to the Northwest Corner of the Northeast Quarter ($NE\frac{1}{4}$) of the Southwest Quarter ($SW\frac{1}{4}$) of Section 4, thence North a distance of 1051.10 feet to a Point that is the Northeast Corner of Lot 13 of Cedar Crest Estates Subdivision, thence North $89^{\circ}07'26''$ West 1033.68 feet, thence South 244.00 feet, thence North $89^{\circ}07'26''$ West 271.00 feet to a point that is 40.00 feet East of the West line of Section 4, thence North and parallel to the West line of Section 4, 500.00 feet to the South line of the North Half ($N\frac{1}{2}$) of North Half ($N\frac{1}{2}$) of Section 4, thence continuing East on the South line of the North Half ($N\frac{1}{2}$) of the North Half ($N\frac{1}{2}$) of Section 4, Township 31, Range 25, to the Eastern right-of-way line of the Kansas City Southern Railroad Company, thence Southeasterly, more or less, along the Eastern right-of-way line of the Kansas City Southern Railroad Company 777.90 feet to the South Corner of Lot 11, Block 5, Summerfield Subdivision Phase II, thence North along the East line of said Summerfield Subdivision Phase II a distance of 1958.62 feet to a point on the North line of Section 4, Township 31, Range 25, said point being 662.00 feet East of the Northeast Corner of the Northwest Quarter ($NW\frac{1}{4}$), of said Section 4, thence East along the North line of said Section 4 to a point being 825 feet East of the Northeast corner of the Northwest Quarter ($NW\frac{1}{4}$) of said Section 4, also being on the South line of Section 33, Township 30 South, Range 25 East, thence North and perpendicular to the South Line of said Section 33 to the North Line of the Southwest Quarter ($SW\frac{1}{4}$) of the Southeast Quarter of said Section 33, thence west and parallel to the South line of said Section 33 a distance of 2039 feet more or less to the Eastern right-of-way line of the Kansas City Southern Railroad Company, thence Northwesterly along the Eastern right-of-way line of the Kansas City Southern Railroad Company 1756.69 feet, thence North parallel with the West line of the Southwest Quarter ($SW\frac{1}{4}$) of said Section 33 for a distance of 280.50 feet, more or less, to a point 600.00 feet East and 863.19 feet South of the Southwest Corner of the Northwest Quarter ($NW\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$), thence East and parallel to the half section line 1465.37 feet (more or less), thence South 368.58 feet, thence East and parallel

to the half section line a distance of 426.63 feet to a point being 176.88 feet West and 80.98 feet North of the center of said Section, thence South 819.46 feet (more or less), thence East and parallel to the half section line 702.94 feet, thence North 753.68 feet to the half section line and on the centerline of creek, thence West and along half section line 500.05 feet to a $\frac{3}{4}$ inch iron pipe set at the center of said Section, thence North along the East line of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section a distance of 882.51 feet (more or less), thence West and parallel to the half section line 300.00 feet, thence North and parallel to the East line of said $\frac{1}{4}$ section 435.60 feet to the South line of the North half of the NW $\frac{1}{4}$, thence East 300.00 feet to the SE corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section, thence North along the East line of the Northeast Quarter (NE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 33 to the point of intersection with the South right-of-way of Quincy Avenue 33.00 feet South of the Northeast Corner of the Northeast Quarter (NE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$), thence East parallel along the South right-of-way line of Quincy Avenue for a distance of 2126.43 feet, thence North 33.00 feet, more or less, to the point of intersection of the center line of Free King Highway with the North line of the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 33, also being the South line of the Southeast Quarter (SE $\frac{1}{4}$) of Section 28, Township 30 South, Range 25 East, thence on a bearing of North 01°07'58" East a distance of 308.32 feet, thence on a curve to the right, said curve having a radius of 625.00 feet and a central angle of 22°05'48" a distance of 241.04 feet, thence on a bearing North 23°13'46" East a distance of 665.84 feet, thence on a bearing of North 25°50'21" East a distance of 374.58 feet, thence on a curve to the left, said curve having a radius of 600.00 feet and a central angle of 27°32'21" a distance of 288.39 feet, thence on a bearing of North 01°42'00" West a distance of 680.24 feet, thence on a bearing of North 04°04'24" East a distance of 280.24 feet, thence on a bearing of North 01°46'03" East a distance of 292.14 feet, thence on a bearing of North 00°00'51" West a distance of 261.10 feet, thence on a bearing of North 00°08'53" East a distance of 732.85 feet, to the Northeast Corner of the Southeast Quarter (SE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 28, thence East along the South line of the Northwest Quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 27, Township 30 South, Range 25 East for a distance of 25.00 feet, thence North and parallel to the West line of the Northwest Quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of said Section 27 to a point 40.00 feet South of the North line of the Northwest Quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of said Section 27, thence East parallel to the North line of the Northwest Quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of said Section 27 for a distance of 321.18 feet, thence North 40.00 feet to the North

line of said Section 27, also being the South line of Section 22, Township 30 South, Range 25 East, thence West along the South line of said Section 22 for a distance of 100.00 feet, thence North 45.00 feet, more or less, to a point that is 45.00 feet North and 246.18 feet East of the Southwest Corner of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 22, thence West and parallel to the South line of said Section 22 for a distance of 201.18 feet, to a point 45.00 feet East of the West line of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 22, thence North and parallel with the West line of said Section 22 for a distance of 205.00 feet, thence West 45.00 feet to the West line of said Section 22, also being the East line of Section 21, Township 30 South, Range 25 East, thence North along the East line of Section 21, Township 30 South, Range 25 East, 5078.70 feet, more or less, to the Northeast Corner of the Northeast Quarter (NE $\frac{1}{4}$) of said Section 21, also being the Southeast Corner of the Southeast Quarter (SE $\frac{1}{4}$) of Section 16, Township 30 South, Range 25 East, thence continuing North along the East line of said Section 16 5292.30 feet, more or less, to the Northeast Corner of the Northeast Quarter (NE $\frac{1}{4}$) of said Section 16, also being the point of beginning.

Also, beginning at the midpoint of the East line of Section 28, Township 30 South, Range 25 East of the 6th Principal Meridian, thence South along said Section line 1040.00 feet, more or less, thence West 30.00 feet, more or less, to the county road, thence Southwesterly 300.00 feet along the centerline, thence Southeasterly 20.00 feet, to the property line which is the point of beginning; thence Southeasterly 50.00 feet, Southwesterly 50.00 feet, Northwesterly 50.00 feet, thence Northeasterly 50.00 feet along road right-of-way to point of beginning;

Also, beginning at the midpoint of the East line of Section 28, Township 30 South, Range 25 East of the 6th Principal Meridian, thence South along said Section line 1040.00 feet, more or less, thence West 30.00 feet, more or less, to the county road, thence Southwesterly 1100.00 feet along the centerline, thence Southeasterly 20.00 feet, more or less, to the property line which is the point of beginning, thence Southeasterly 50.00 feet, Southwesterly 50.00 feet, Northwesterly 50.00 feet, thence Northeasterly 50.00 feet along road right-of-way to point of beginning; all in the Southeast Quarter (SE $\frac{1}{4}$) of Section 28, Township 30, Range 25, all in Crawford County, Kansas.

Also, that part of the Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 6, Township 31 South, Range 25 East of the 6th Principal Meridian, beginning at the Northwest Corner of said Northeast Quarter (NE $\frac{1}{4}$) of the

Southeast Quarter (SE $\frac{1}{4}$) of Section 6, thence South 1314.36 feet, more or less, to the Southwest Corner of the said Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$), thence East 146.10 feet, thence Northeasterly 1327.30 feet to a point 330.50 feet East of the Northwest Corner of said Northeast Quarter (NE $\frac{1}{4}$) of Southeast Quarter (SE $\frac{1}{4}$) of Section 6, thence West 330.50 feet to the point of beginning.

Also, the West Half (W $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 6, Township 31 South, Range 25 East; Except, beginning at the Southeast Corner of the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 6, Township 31 South, Range 25 East, thence West 65.00 feet along the South line of said Section thence on a bearing of N01° 49' 03" West and perpendicular to said South line a distance of 412.50 feet to the true point of beginning; thence West 726.00 feet, thence North, at a right angle, 657.50 feet, thence East, at a right angle, 726.00 feet, thence South, at a right angle, 657.50 feet to the true point of beginning; And except, beginning at the Northwest Corner of Southeast Quarter (SE $\frac{1}{4}$) of Section 6, Township 31 South, Range 25 East, thence South 50.00 feet to the true point of beginning; thence East a distance of 446.41 feet to a point on the Southwesterly line of the San Francisco and St. Louis Railroad Spur right-of-way, thence Southeasterly 29.64 feet on a radius of 521.44 feet to the right along the Southwesterly right-of-way line of the San Francisco and St. Louis Railroad Spur right-of-way to a point 475.00 feet East and 56.92 feet South of the center of said Section 6; thence South 893.08 feet, thence West 475.00 feet to a point that is 950.00 feet South of the center point of Section 6 and is located on the North and South center line of Section 6, thence North 900.00 feet to the true point of beginning.

Also, the Southeast Quarter (SE $\frac{1}{4}$) of Section Eighteen (18), Township Thirty One (31) South, Range Twenty Five (25) East of the Sixth Principal Meridian, Except Beginning at the Southwest corner of said Quarter Section, thence North 48.4 feet, thence in an Easterly direction 1000.5 feet to a point 52.8 feet North of the South line of said Quarter Section, thence South 52.8 feet to the South line of said Quarter Section, thence West along said South line to the place of beginning; And except Beginning at the Southeast corner of said Quarter Section, thence North 300 feet, thence West 30 feet, thence in a Southwesterly direction to a point 58.7 feet North and 300 feet West of said Southeast corner, thence in a Westerly direction to a point 52.8 feet North and 1000.5 feet East of the Southwest corner of said Quarter Section, thence South 52.8 feet to the South line of said Quarter Section, thence East along said South line to the place of beginning; And except Beginning at the Southeast corner of the Southeast

Quarter (SE1/4); First course, thence West along the South line of said Quarter Section 300.00 feet; Second Course, thence North 58.7 feet; Third Course, thence Northeasterly 227.3 feet to a point 132.4 feet West and 211.1 feet North of said Southeast corner; Fourth Course, thence North 226.4 feet to a point 126.3 feet West of the East line of said Quarter Section; Fifth Course, thence Northerly on a curve of 3719.83 feet Radius to the left, 1568.93 feet to a point 447.3 feet West and 643.8 feet South of the Northeast corner of said Quarter Section; Sixth Course, thence Northwesterly to a point on the North line 738.8 feet West of said Northeast corner; Seventh Course, thence East along said North line 219.9 feet; Eighth Course, thence Southeasterly on an angle of 65 degrees 26 minutes to the Right 929.5 feet; Ninth Course, thence Northeasterly 144.9 feet more or less, to a point on said East line 795.8 feet South of said Northeast corner; Tenth Course, thence South along said East line to the place of beginning; And except Beginning at a point Five Hundred Eighty Eight and Eight Tenths (588.8) feet South of the Northeast corner of the Southeast Quarter (SE1/4) of Section Eighteen (18), and running thence West Two Hundred Fifty five (255) feet, more or less, to the East Right of Way line of the State Highway, thence Southeasterly along said Right of Way line, Two Hundred Eighty Five (285) feet, thence Northeasterly, along said Highway Right of Way line, One Hundred Forty Four and Nine Tenths (144.9) feet, more or less, to a point in the East line of said Section, Seven Hundred Ninety Five and Eight Tenths (795.8) feet South of the Northeast corner of the said Southeast Quarter of Section Eighteen (18), thence North Two Hundred Seven (207) feet to the point of beginning; And except that part thereof bounded and described as follows: Beginning at the Northeast corner of the Northeast Quarter (NE 1/4) of the said Southeast Quarter (SE 1/4), thence South 588.8 feet; thence West and parallel to the North line of said Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) 255.0 feet to the Easterly Right of Way line of U.S. 69 Highway By-Pass, as described, thence Northwesterly along the said Right of Way line 644.5 feet to the North line of said Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4), thence East 518.9 feet to the point of beginning; And except a Thirty (30) foot Wide Right of Way Existing on the East Boundary of the above-described property, the same being Thirty (30) feet from and running parallel to the full length of said East Boundary, in favor of the County of Crawford, State of Kansas, for Roadway purposes, said Roadway being commonly known as Langdon Lane.

EXCEPT, a tract of land described as beginning at a point 720.00 feet West of the Northeast Corner of the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼) of Section 5, Township 31 South, Range 25 East, thence West 32.00 feet, thence South parallel to the East line of said Quarter Quarter for a distance

of 533.00 feet, thence East 32.00 feet, thence North 533.00 feet, more or less, to the point of beginning.

AND EXCEPT, a tract of land described as beginning at the Northeast Corner of the Southeast Quarter (SE $\frac{1}{4}$) of Section 5, Township 31 South, Range 25 East, thence North 89°49'21" West 586.16 feet, thence South 204.00 feet, thence South 89°49'21" East 587.44 feet, thence North 204.00 feet to Point of Beginning.

AND EXCEPT, beginning at the Northwest Corner of the Southwest Quarter (SW $\frac{1}{4}$) of Section 4, Township 31 South, Range 25 East, thence South along the West line of said Section 4 a distance of 362.29 feet to the Point of Beginning, thence East and parallel with the North line of said Northwest Quarter of the Southwest Quarter a distance of 1343.34 feet to the East line of said Northwest Quarter of the Southwest Quarter; thence South along said East line a distance of 10 feet; thence West and Parallel with said North line a distance of 1343.33 feet to said West line; thence North along said West line a distance of 10 feet to the point of beginning.

AND EXCEPT, beginning at the Northwest Corner of the Southwest Quarter (SW $\frac{1}{4}$) of Section 4, Township 31 South, Range 25 East, thence South along the West line of said Section 4, to the South line of the North Half of the Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of said section, thence East a distance 1343.33 feet to the East Line of said Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) thence South to the South Line of the Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$), thence West 1342.18 feet to the West Line of Section 4, thence North to the South Line of the North Half of the Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of said section and to Point of Beginning.

ADOPTED and approved this 12th day of January 2021, by the Governing Body of the City of Pittsburg, Kansas.

MAYOR – Chuck Munsell

ATTEST:

CITY CLERK – Tammy Nagel

(SEAL)

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: CAMERON ALDEN
Director of Public Works

DATE: January 6, 2021

SUBJECT: Agenda Item – January 12, 2021
Professional Services – Design of Surface Preservation Project

The City has received City Connecting Link Improvement Program (CCLIP) funds from Kansas Department of Transportation (KDOT) for a Surface Preservation Project on Broadway from 2nd to 5th and on 4th Street from Broadway to Pine. The City will extend the project boundaries to include Broadway from 5th to 11th Street. The KDOT CCLIP funds for the project will pay for a maximum of \$300,000.00 for the construction and construction engineering for their portion of the project. City Street Sales Tax funds will pay for the design engineering and the remaining cost of the project.

The City selected Olsson, from Pittsburg, Kansas, to perform the design work for the project. Olsson's design schedule allows for KDOT review with an anticipated construction to be completed before September. The proposal for the design of the project is a not to exceed fee of \$41,500.00.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, January 12, 2021. Action being requested is acceptance of Olsson's proposal for design of the FY22 CCLIP Surface Preservation Project and authorize staff to sign and execute the proposal.

Attachment: Agreement



MASTER AGREEMENT WORK ORDER #

This exhibit is hereby attached to and made a part of the Master Agreement for Professional Services dated November 28, 2017 between the City of Pittsburg, Kansas ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is as indicated below.

GENERAL

Olsson has acquainted itself with the information provided by Client relative to the project and based upon such information offers to provide the services described below for the project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: US-69 Business Route (Broadway Street) and K-126 (4th Street) in Pittsburg, Kansas

Project Description: FY22 CCLIP Surface Preservation Project

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

Phase 100 – Roadway Segment Analysis (Broadway 2nd to 11th)

1.1 Traffic Counts - Turning movement traffic volume and pedestrian counts will be collected during a typical weekday AM (7-9) and PM (4-6) peak periods at the following intersections:

- Broadway Street and 10th Street
- Broadway Street and 7th Street

A 24-hour vehicle turning movement traffic volume count will be collected during a typical weekday at the following intersection:

- Broadway Street and 4th Street

The 24-hour count data will be used to determine the average daily travel (ADT) along Broadway Street within the study area. Travel patterns have been impacted due to the current COVID-19 pandemic. To determine if a reduction in traffic volumes is still occurring due to closures and stay-at-home orders, 24-hour traffic count data for Broadway Street will be compared to historical ADT along the segment of roadway to determine a percent decrease in current traffic volumes. Intersection turning movement counts will be adjusted, if appropriate, to obtain a base traffic count.

- 1.2 Safety Analysis - A safety analysis will be completed to review crash history along Broadway Street between 2nd Street and 11th Street. It is assumed that relevant crash data for a three-year period will be provided by City staff. Olsson will review the provided information considering: Type, Time-of-Day, Weather Condition, Lighting Condition, and Severity, as available. The crash data will be summarized on a figure and/or table as appropriate. Detailed crash diagrams will not be provided with this task.
- 1.3 Capacity Analysis - Olsson will conduct capacity and queuing analysis considering the roadway segment as a four-lane section and as a three-lane section. Analysis will be conducted for the typical weekday AM and PM peak hour periods for the following two scenarios:
- Existing Conditions
 - Future 20-year Conditions (Through lane volumes will be grown using historical data unless the City or State provide future model volumes.)

Intersection capacity analysis will consider existing traffic control provided along the corridor at study intersections (listed above in 1.1). Signal timings of signalized intersections will be obtained from City staff. Intersection capacity analysis will be conducted considering a four-lane and a three-lane section. Capacity analysis of the roadway segment will be conducted considering a four-lane and a three-lane section.

- 1.4 Roadway Segment Analysis Report - A brief report will be prepared to summarize analysis and provide recommendation of roadway template, potential geometric improvements, and pedestrian/bicycle accommodations. Recommendations will be based on City and KDOT standards and engineering judgement.

Assumptions for Phase 100:

- Crash reports will be provided by City staff.
- Detailed crash diagrams will not be provided.
- Existing signal timing information will be provided by City staff.
- City staff will provide any historical intersection or roadway segment count data available.

Phase 200 - Design Services

- 2.1 A project initiation meeting will be conducted with all parties involved to refine project scope, review the project site, identify specific goals, determine project limits, establish schedule for completion, and establish channels of communication.
- 2.2 Topographic survey will not be performed for this effort. Olsson shall perform a site visit to measure street / lane widths, measure curb radii, note utility locations, and observe unique paving circumstances.
- 2.3 Geotechnical Engineering or street borings will not be performed as part of this effort. Olsson will utilize Client's standard methods for performing surface preservation.

- 2.4 Design of accessible curb ramps & sidewalks and evaluation of curb repair and replacement will not be performed as part of this effort. Olsson understands that Client intends to remediate accessible routes as necessary to meet current guidelines. Client's efforts to remediate accessible routes will happen independently but on a concurrent timeline with the surface preservation project.
- 2.5 Prepare a CAD base map by generating linework over public or City-furnished aerial photography. Olsson will not perform new aerial photography.
- 2.6 Prepare detailed drawings, technical specifications, and a project manual for the proposed construction work and for all equipment and materials required under the contract. Olsson will utilize KDOT standard technical specifications. The documents will be prepared for construction as if the project will be publicly bid by a municipality, utilizing EJCDC front-end documentation. Anticipated drawings are as follows:
- Cover Sheet
 - General Notes
 - Mill & Overlay / Paving Plans
 - Paving Quantity Recap
 - Pavement Marking Plans
 - Pavement Marking Quantity Recap
 - KDOT Standard Details
 - Utility Adjustment Details
- 2.7 Opinion of Probable Costs - Prepare an opinion of probable construction cost for the project work.
- 2.8 Perform an "in-house" quality control review of drawings and specifications at 90 percent completion and at final completion.
- 2.9 Provide a PDF set of drawings to Client for review at 90 percent. As part of the review of each submittal, meet with Client or Client's Designee to discuss their review comments and resolve any questions.
- 2.10 Coordinate with local KDOT staff regarding cursory review of project plans and preparation of surface course mix design.
- 2.11 Present to the Client - Olsson shall present complete plans and specifications to the Client or Client's Designee for review and approval. Any comments shall be incorporated into the final draft of the Contract Documents.

Phase 300 – Bidding Services

- 3.1 Prepare Notice to Bidders and Issue Documents - Olsson will coordinate the issuance of notices to bidders and the production and distribution of bidding documents. Notices will be placed in the official publications directed by the Client, and in bidding services known to provide data to contractors in the area. In addition, invitations will be mailed directly to contractors whom the project team and/or the Client know will be interested in the project. Documents will be available for inspection at Olsson offices.

- 3.2 Answer Questions and Prepare Addenda - Olsson will coordinate answering questions raised by bidders. Addenda will be prepared, as required, to provide clarification to questions. The Client will be informed on a regular basis of any project changes resulting from bidders' questions.
- 3.3 Review and Evaluate Bids - Olsson will attend the bid opening. All bids properly received will be reviewed. Any inconsistencies or irregularities found in the bids will be reported to the Client. Olsson will prepare a bid tabulation of bids received and will distribute the bid tabulation to all bidders. Olsson will evaluate the bids and make a written recommendation to the Client concerning contract award.

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

EXCLUSIONS

The following items shall be excluded from the Scope of Services:

- Items not specifically listed in the Scope of Services are assumed to be excluded.
- Surveying – Topographic, Boundary, and Construction Staking services.
- Value Engineering.
- Construction Administration/Construction Observation/Materials Testing.
- Right-of-Way/Easement Document Preparation and Acquisition Services.
- Coordination with Utility Companies.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: December 2020
Anticipated Completion Date: May 2021

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services in accordance with the Labor Billing Rate Schedule(s) and all actual reimbursable expenses in accordance with the Reimbursable Expense Schedule attached to this Agreement. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

Olsson's Scope of Services will be provided on a time and expense basis not to exceed Forty One Thousand Five Hundred Dollars (\$41,500.00).

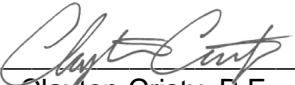
TERMS AND CONDITIONS OF SERVICE

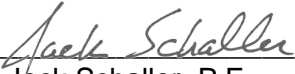
We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be Cameron Alden, P.E. – Public Works Director.

If this Work Order satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 15 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By 
Clayton Cristy, P.E.
Vice President

By 
Jack Schaller, P.E.
Vice President

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept this Work Order, please sign:

CITY OF PITTSBURG, KANSAS

By _____
Signature

Print Name _____

Title _____

Dated: _____

Attachments

Standard Labor Rate Schedule
Reimbursable Expense Schedule

Olsson Billing Rate Schedule
2020 Labor Rates

<u>Description</u>	<u>Range</u>		
Principal	118.00	-	381.00
Project Manager	114.00	-	195.00
Project Professional	110.00	-	174.00
Assistant Professional	64.00	-	143.00
Designer	80.00	-	216.00
CAD Operator	43.00	-	118.00
Survey	46.00	-	187.00
Construction Services	43.00	-	193.00
Administrative/Clerical	29.00	-	130.00

Note:

1. Special Services not included in above categories will be provided on a Special Labor Rate Schedule
2. Rates subject to change based upon updates to Billing Rates for upcoming year.

REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

<u>Classification</u>	<u>Cost</u>
Automobiles (Personal Vehicle)	\$0.575/mile*
Suburban's and Pick-Ups	\$0.75/mile*
Automobiles (Olsson Vehicle)	\$85.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: CAMERON ALDEN
Director of Public Works

DATE: January 6, 2021

SUBJECT: Agenda Item – January 12, 2021
Lease of Farm Lands at the Atkinson Municipal Airport

The City has received a lease between the City of Pittsburg and Mr. Kenneth Biancarelli for farmlands located at the Atkinson Municipal Airport. The lease is for all of the tillable and grass land of Tracts 3, 4, 5 and 5A as shown in Exhibit A. The term of the lease for Tracts 3, 4, 5 and 5A is for ten (10) months beginning March 1, 2021 and ending December 31, 2021. The Lessee agrees to pay the City rent of \$8,085.00.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, January 12, 2021. Action necessary will be approval or disapproval of this lease and, if approved, direct the Mayor to sign the lease on behalf of the City of Pittsburg.

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

Attachment: Lease and Exhibit A

FARM LEASE

THIS LEASE OF FARM LAND (the "Lease"), made and entered into this 12th day of January, 2021, by and between the City of Pittsburg, Crawford County, Kansas, a Municipal Corporation, hereinafter called the Lessor, and Kenneth Biancarelli, hereinafter called the Lessee.

The Parties agree and hereby acknowledge that the tracts of land shown on Exhibit A attached hereto and incorporated herein by reference, is Airport Industrial Park property, and land adjacent to the Airport being held as clear zone land for Atkinson Municipal Airport.

WITNESSETH, that for and in consideration of the rents, covenants and agreements hereinafter contained, said Lessor does hereby rent, let and lease unto said Lessee all the tillable land and grass land in Tracts 3, 4, 5, and 5A on Exhibit A for and on the terms set forth herein below.

TERMS

Lessee to rent Tracts 3, 4, 5, and 5A for a term of 10 (ten) months beginning on March 1, 2021 and ending on December 31, 2021. The Lessee agrees to pay the Lessor a rental of \$8,085.00 for the term. Rent shall be due and payable on March 1, 2021.

USE OF PREMISES

Lessee shall at all times farm and care for said land in a good husband-like manner, and in accordance with good farming and soil conservation practices; shall not commit or permit waste thereon; shall carefully protect all improvements of every kind that are now on said premises or may be erected thereon during the term of this Lease; shall promptly at the expiration of the term herein granted yield up possession of said premises, without notice, unto the Lessor in as good condition and repair as now exists or may be at any time during the term of this Lease, ordinary wear and tear excepted.

TERMINATION

Lessor reserves the right to terminate this Lease and retake possession of all or any portion of the leased premises at any time for any purpose upon thirty (30) days advance written notice to Lessee. In the event Lessor exercises its right to terminate, Lessor shall reimburse Lessee for the cost of seed, lime and fertilizer used on the portion(s) of land repossessed. Lessee hereby waives and releases Lessor from any right or claim for recovery of any lost profits or other expenses.

This Lease shall automatically terminate at the end of the initial lease term unless the Lessee provides written notice of request to renew to Lessor at least sixty (60) days prior to the expiration date of the intimal term. A new successor lease shall be required to reinstate Lessee's farming privileges. The decision to grant or deny Lessee's request to renew shall be in Lessor's sole discretion.

PROHIBITIONS ON USE

It is understood and agreed that the rights granted hereunder to Lessee shall not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the Airport or the Airport Industrial Park. Lessee hereby acknowledges that burning is strictly prohibited, as well as cultivation of crops within twenty feet (20') of the wildlife fencing. Lessee further agrees not to plow pasture, permit noxious weeds to go to seed, or cut live trees for sale or personal use.

INGRESS AND EGRESS

Lessee also agrees that Lessor and its other tenants, lessees and agents shall be entitled to retain the right of ingress and egress on the land for the purpose of recreational hunting and of monitoring compliance with the lease terms, but shall refrain from interfering with the farming operation of Lessee as much as reasonably possible. It is further agreed that Lessor shall retain the exclusive right to permit any third parties to enter the property for recreational hunting purposes.

PESTICIDES / HERBICIDES

Lessee shall use pesticides and herbicides in strict accordance with labeled directions, warnings and instructions on the leased property.

LIABILITY INSURANCE

Lessee shall procure and keep in force beginning on the date this Lease is entered into, and continuing during the entire term of this Lease, comprehensive general liability insurance, with Lessor also listed as a named insured, to include public liability coverage for bodily injury in an amount of at least five hundred thousand dollars (\$500,000) for any one (1) occurrence. Lessee shall provide Lessor with a certificate for said insurance policy upon execution of the Lease. Said certificate shall also contain a clause that said policy may not be cancelled nor coverage limits decreased without at least thirty (30) days prior written notice sent to Lessor at the address specified herein.

HOLD HARMLESS / INDEMNIFICATION

Lessee takes possession of the leased premises after a thorough inspection of the leased premises and acknowledges and understands the inherent hazards of farming and assumes all the risks thereof and therefrom, and further agrees to defend, indemnify and hold Lessor harmless from any and all claims, damages, demands, liability, loss, and expenses, including Lessor's reasonable attorney fees, arising out of or from Lessee's operations on the leased premises or Lessee's performance or failure to perform the terms of this Lease.

AMENDMENTS

Any amendments or alterations of this Lease shall be in writing and shall be agreed upon and signed by both the Lessor and the Lessee. Any amendments or alterations shall be at the sole discretion of Lessor.

MAINTENANCE

Lessee shall brush hog the waterways on the premises at least once during the lease term. Physical improvements to property by Lessee are subject to prior written approval by Lessor. If approved, maintenance of all improvements are the sole responsibility of Lessee, unless prior arrangements between Lessee and Lessor are made in writing. If improvements are made without prior written approval by Lessor, then the improvements shall become the property of Lessor, and Lessee shall be deemed to have committed a violation of the terms of this Lease, which renders the lease null and void at Lessor's sole discretion.

FARMING COSTS

Lessee shall be solely responsible for all fertilizer, lime and seed purchases for the leased property.

TRESPASSING

Lessee acknowledges and understands that Lessor cannot prevent trespassing or vandalism, and assumes no responsibility for the acts of any third (3rd) parties thereon.

INDEPENDANT PARTIES

This Lease shall not be deemed to give rise to a partnership relation or joint venture, and neither party shall have authority to obligate the other party without the other party's written consent.

ASSIGNMENT

This Lease shall not be assigned nor sublet without the prior written consent of said Lessor.

PARTIES BOUND

This Lease shall extend to and be binding upon the parties hereto, and their heirs, executors, trustees, administrators, successors and assigns.

ENTIRE AGREEMENT

This Lease shall constitute the entire agreement of the parties hereto and any prior oral or written agreement or understanding between the parties relating to the lased premises is merged

herein and shall be of no separate force and effect and this Lease shall only be changed, modified or discharged by subsequent written agreement signed by all parties hereto.

KANSAS LAW

This Lease shall be governed by and construed in accordance with the laws of the State of Kansas.

DUPLICATE COPIES

This Lease is executed in duplicate, one copy thereof for said Lessor and one copy thereof for said Lessee.

NOTICES

LESSOR:

Name: Cameron Alden
Public Works Director
Address: 201 West 4th
Pittsburg, KS 66762
Telephone No: (620) 231-4170

LESSEE:

Name: Kenneth Biancarelli
Address: 510 E. 590th Ave.
Pittsburg, KS 66762
Telephone No: (620) 724-8048 Home
(620) 249-3314 Cell

In Witness whereof, this lease has been signed and executed the day and year first above written.

LESSOR:

THE CITY OF PITTSBURG, KANSAS

Chuck Munsell, Mayor

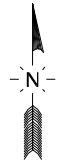
ATTEST:

Tammy Nagel, City Clerk

LESSEE:

KENNETH BIANCARELLI

Kenneth Biancarelli



VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
	C-CHECK	VOID CHECK	V 12/11/2020			188072		
	C-CHECK	VOID CHECK	V 12/11/2020			188073		
	C-CHECK	VOID CHECK	V 12/11/2020			188092		
	C-CHECK	VOID CHECK	V 12/11/2020			188093		
	C-CHECK	VOID CHECK	V 12/11/2020			188094		
1	WWTP	VOIDED						
1	WWTP	VOIDED						
	C-CHECK	WWTP	VOIDED V 12/11/2020			188096		300.00CR
4263	COX COMMUNICATIONS KANSAS LLC							
4263	COX COMMUNICATIONS KANSAS LLC							
	C-CHECK	COX COMMUNICATIONS KANSAS	VOIDED V 12/18/2020			188124		43.59CR
	C-CHECK	VOID CHECK	V 12/18/2020			188129		
1	MONSOUR, MARK	VOIDED						
1	MONSOUR, MARK	VOIDED						
	C-CHECK	MONSOUR, MARK	VOIDED V 12/18/2020			188134		60.00CR

* * 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:	9 VOID DEBITS	0.00		
	VOID CREDITS	403.59CR	0.00	
TOTAL ERRORS:	0			

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: * TOTALS:	9	403.59CR	0.00	0.00
BANK: * TOTALS:	9	403.59CR	0.00	0.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0321	KP&F	D	12/11/2020			000000		48,499.26
0321	KP&F	D	12/23/2020			000000		42,674.44
0728	ICMA	D	12/11/2020			000000		550.00
0728	ICMA	D	12/23/2020			000000		550.00
1050	KPERS	D	12/11/2020			000000		43,302.67
1050	KPERS	D	12/23/2020			000000		39,992.12
3079	COMMERCE BANK	D	12/24/2020			000000		35,916.32
3570	AMERICAN EXPRESS, INC	D	1/05/2021			000000		486.29
4520	ETS CORPORATION	D	1/05/2021			000000		10,233.70
5677	BANK OF AMERICA, INC	D	1/05/2021			000000		24.95
5904	TASC	D	12/11/2020			000000		6,428.79
5904	TASC	D	12/24/2020			000000		6,341.96
6415	GREAT WEST TANDEM KPERS 457	D	12/11/2020			000000		4,716.50
6415	GREAT WEST TANDEM KPERS 457	D	12/23/2020			000000		3,591.50
6952	ADP INC	D	12/18/2020			000000		7,266.35
7290	DELTA DENTAL OF KANSAS INC	D	1/04/2021			000000		2,106.40
7290	DELTA DENTAL OF KANSAS INC	D	12/11/2020			000000		1,859.28
7290	DELTA DENTAL OF KANSAS INC	D	12/18/2020			000000		1,883.20
7290	DELTA DENTAL OF KANSAS INC	D	12/24/2020			000000		5,013.15
7877	TRUSTMARK HEALTH BENEFITS INC	D	12/10/2020			000000		24,334.39
7877	TRUSTMARK HEALTH BENEFITS INC	D	12/17/2020			000000		8,637.57
7877	TRUSTMARK HEALTH BENEFITS INC	D	12/24/2020			000000		26,543.81

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7877	TRUSTMARK HEALTH BENEFITS INC	D	12/31/2020			000000		5,471.25
8051	AFLAC GROUP INSURANCE	D	12/22/2020			000000		2,524.88
8317	ADCOMP SYSTEMS INC	D	12/09/2020			000000		81.85
2004	AIRE-MASTER OF AMERICA, INC.	E	12/14/2020			010142		17.22
0046	ETTINGERS OFFICE SUPPLY	E	12/14/2020			010143		182.90
0054	JOPLIN SUPPLY COMPANY	E	12/14/2020			010144		1,909.09
0055	JOHN'S SPORT CENTER, INC.	E	12/14/2020			010145		132.00
0087	FORMS ONE, LLC	E	12/14/2020			010146		792.38
0101	BUG-A-WAY INC	E	12/14/2020			010147		320.00
0105	PITTSBURG AUTOMOTIVE	E	12/14/2020			010148		1,014.51
0109	RANDY VILELA TRUCKING & HAULIN	E	12/14/2020			010149		4,120.00
0133	JIM RADELL CONSTRUCTION COMPAN	E	12/14/2020			010150		28,256.38
0142	HECKERT CONSTRUCTION CO INC	E	12/14/2020			010151		118.80
0286	R & R PRODUCTS INC	E	12/14/2020			010152		806.94
0317	KUNSHEK CHAT & COAL CO, INC.	E	12/14/2020			010153		19,039.52
0335	CUSTOM AWARDS, LLC	E	12/14/2020			010154		50.00
0516	AMERICAN CONCRETE CO INC	E	12/14/2020			010155		3,627.33
0589	BERRY TRACTOR & EQUIPMENT	E	12/14/2020			010156		8,916.86
0746	CDL ELECTRIC COMPANY INC	E	12/14/2020			010157		27.00
0866	AVFUEL CORPORATION	E	12/14/2020			010158		15,958.74
1199	SCURLOCK INDUSTRIES OF NORTH M	E	12/14/2020			010159		252.00
1478	KANSASLAND TIRE #1828	E	12/14/2020			010160		952.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1792	B&L WATERWORKS SUPPLY, LLC	E	12/14/2020			010161		4,229.37
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	12/14/2020			010162		1,144.09
2960	PACE ANALYTICAL SERVICES LLC	E	12/14/2020			010163		6,908.50
3114	PATRICIA BURLESON	E	12/14/2020			010164		71.30
3218	CHERYL L BROOKS	E	12/14/2020			010165		213.90
3571	LARRY'S DIESEL REPAIR LLC	E	12/14/2020			010166		877.43
3668	MID AMERICA PROPERTIES OF PITT	E	12/14/2020			010167		975.43
4307	HENRY KRAFT, INC.	E	12/14/2020			010168		116.78
4603	KANSAS GOLF AND TURF INC	E	12/14/2020			010169		188.22
4698	GATEHOUSE MEDIA KANSAS HOLDING	E	12/14/2020			010170		158.07
5393	ANGELES PROPERTIES LLC - HAP	E	12/14/2020			010171		142.60
5420	AQUIONICS INC	E	12/14/2020			010172		105.50
5796	JOHN A ESLICK	E	12/14/2020			010173		71.30
5957	PASTEUR PROPERTIES	E	12/14/2020			010174		4,895.50
6524	ELLIOTT EQUIPMENT COMPANY	E	12/14/2020			010175		203.44
6822	ELIZABETH BRADSHAW	E	12/14/2020			010176		803.00
6851	SCHULTE SUPPLY INC	E	12/14/2020			010177		773.88
6995	SUMMER WARREN	E	12/14/2020			010178		480.00
7239	JERRY MILLER	E	12/14/2020			010179		400.00
7240	JAY HATFIELD CERTIFIED USED CA	E	12/14/2020			010180		110.25
7448	CARUS CORPORATION	E	12/14/2020			010181		2,658.48
7479	MID-AMERICA VALVE & EQUIPMENT	E	12/14/2020			010182		1,121.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE:12/09/2020 THRU 1/05/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7608	LELAND LOFTS LLC	E	12/14/2020			010183		23,406.40
7629	EARLES ENGINEERING & INSPECTIO	E	12/14/2020			010184		90,936.00
7839	VISION SERVICE PLAN INSURANCE	E	12/14/2020			010185		1,672.11
8005	REMINGTON SQUARE APARTMENTS OF	E	12/14/2020			010186		71.30
8291	ELYSE MUSIL	E	12/14/2020			010187		90.00
8309	MISSISSIPPI LIME COMPANY	E	12/14/2020			010188		13,352.17
0748	CONRAD FIRE EQUIPMENT	E	12/21/2020			010190		1,220.50
2004	AIRE-MASTER OF AMERICA, INC.	E	12/21/2020			010191		17.22
6740	ED M FELD EQUIPMENT COMPANY, I	E	12/21/2020			010192		76.00
0046	ETTINGERS OFFICE SUPPLY	E	12/21/2020			010193		228.27
0054	JOPLIN SUPPLY COMPANY	E	12/21/2020			010194		243.88
0101	BUG-A-WAY INC	E	12/21/2020			010195		120.00
0105	PITTSBURG AUTOMOTIVE	E	12/21/2020			010196		534.99
0112	MARRONES INC	E	12/21/2020			010197		288.94
0142	HECKERT CONSTRUCTION CO INC	E	12/21/2020			010198		44,560.80
0294	COPY PRODUCTS, INC.	E	12/21/2020			010199		1,189.28
0507	SOUTHEAST KANSAS REGIONAL PLAN	E	12/21/2020			010200		5,325.00
0577	KANSAS GAS SERVICE	E	12/21/2020			010201		1,305.49
0597	CORNEJO & SONS LLC	E	12/21/2020			010202		2,268.93
0746	CDL ELECTRIC COMPANY INC	E	12/21/2020			010203		1,396.25
0784	MIRACLE RECREATION EQUIP CO	E	12/21/2020			010204		6,122.00
0844	HY-FLO EQUIPMENT CO., INC.	E	12/21/2020			010205		74.71

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0968	LEE ENTERPRISES	E	12/21/2020			010206		523.00
1478	KANSASLAND TIRE #1828	E	12/21/2020			010207		7,768.23
1609	P & L COMPANY	E	12/21/2020			010208		550.00
1633	OPTIV SECURITY, INC.	E	12/21/2020			010209		166.25
1733	BMI, INC	E	12/21/2020			010210		6,684.76
2005	GALLS PARENT HOLDINGS, LLC	E	12/21/2020			010211		201.36
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	12/21/2020			010212		267.95
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	12/21/2020			010213		1,440.48
3668	MID AMERICA PROPERTIES OF PITT	E	12/21/2020			010214		600.00
5519	TOTAL ELECTRONICS CONTRACTING	E	12/21/2020			010215		92.50
5552	NATIONAL SIGN CO INC	E	12/21/2020			010216		660.80
5855	STERICYCLE, INC.	E	12/21/2020			010217		102.60
6298	L. KEVAN SCHUPBACH	E	12/21/2020			010218		850.00
7028	MATTHEW L. FRYE	E	12/21/2020			010219		400.00
7284	TRANSYSTEMS CORPORATION	E	12/21/2020			010220		22,025.96
7427	OLSSON INC	E	12/21/2020			010221		8,610.00
7654	A & R RENTALS, LLC	E	12/21/2020			010222		15.00
7655	HW ACQUISITIONS, PA	E	12/21/2020			010223		1,144.90
8147	CHEM-AQUA, INC.	E	12/21/2020			010224		430.55
8187	EXELON CORPORATION	E	12/21/2020			010225		2,027.29
8246	BETHANY ANN BROOKS	E	12/21/2020			010226		150.00
8202	PETROLEUM TRADERS CORPORATION	E	12/24/2020			010227		13,397.51

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8241	CLARENCE L. GARMAN	E	12/24/2020			010228		35.00
0038	LEAGUE OF KANSAS MUNICIPALITIE	E	12/24/2020			010229		50.00
0054	JOPLIN SUPPLY COMPANY	E	12/24/2020			010230		3,818.18
0055	JOHN'S SPORT CENTER, INC.	E	12/24/2020			010231		289.00
0087	FORMS ONE, LLC	E	12/24/2020			010232		438.72
0105	PITTSBURG AUTOMOTIVE	E	12/24/2020			010233		301.88
0272	BO'S 1 STOP INC	E	12/24/2020			010234		1,520.00
0306	CASTAGNO OIL CO INC	E	12/24/2020			010235		150.00
0746	CDL ELECTRIC COMPANY INC	E	12/24/2020			010236		75.00
1097	BARCO MUNICIPAL PRODUCTS INC	E	12/24/2020			010237		46.89
1792	B&L WATERWORKS SUPPLY, LLC	E	12/24/2020			010238		2,535.27
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	12/24/2020			010239		119.98
4307	HENRY KRAFT, INC.	E	12/24/2020			010240		62.48
6485	MISSION CONSTRUCTION CO INC	E	12/24/2020			010241		189,304.37
6595	AMAZON.COM, INC	E	12/24/2020			010242		24,293.01
6777	DH PACE CO	E	12/24/2020			010243		500.00
7427	OLSSON INC	E	12/24/2020			010244		18,770.65
7654	A & R RENTALS, LLC	E	12/24/2020			010245		30.00
8309	MISSISSIPPI LIME COMPANY	E	12/24/2020			010246		6,626.77
8211	UMB BANK N.A.	E	12/28/2020			010247		43,417.30
0748	CONRAD FIRE EQUIPMENT	E	12/31/2020			010248		46.32
4489	WEIS FIRE & SAFETY EQUIPMENT L	E	12/31/2020			010249		376.35

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6528	GALE GROUP/CENGAGE	E	12/31/2020			010250		275.92
7138	OME CORP, LLC	E	12/31/2020			010251		204.00
8236	NORTHGATE ASSOCIATES LLC	E	12/31/2020			010252		12,266.04
0038	LEAGUE OF KANSAS MUNICIPALITIE	E	12/31/2020			010253		200.00
0054	JOPLIN SUPPLY COMPANY	E	12/31/2020			010254		671.98
0105	PITTSBURG AUTOMOTIVE	E	12/31/2020			010255		818.54
0112	MARRONES INC	E	12/31/2020			010256		100.08
0133	JIM RADELL CONSTRUCTION COMPAN	E	12/31/2020			010257		7,450.00
0292	UNIFIRST CORPORATION	E	12/31/2020			010258		54.50
0422	DEMCO, INC	E	12/31/2020			010259		572.14
0597	CORNEJO & SONS LLC	E	12/31/2020			010260		333.70
0746	CDL ELECTRIC COMPANY INC	E	12/31/2020			010261		742.60
0866	AVFUEL CORPORATION	E	12/31/2020			010262		15,581.34
3126	W.W. GRAINGER, INC	E	12/31/2020			010263		225.10
3281	USA BLUE BOOK	E	12/31/2020			010264		860.83
4307	HENRY KRAFT, INC.	E	12/31/2020			010265		58.05
5014	MID-AMERICA SANITATION INC.	E	12/31/2020			010266		60.00
5855	STERICYCLE, INC.	E	12/31/2020			010267		240.48
6524	ELLIOTT EQUIPMENT COMPANY	E	12/31/2020			010268		57.72
6846	GREENWAY ELECTRIC, INC.	E	12/31/2020			010269		7,066.86
7028	MATTHEW L. FRYE	E	12/31/2020			010270		400.00
8130	CRAFCO INC	E	12/31/2020			010271		108.54

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8238	US BANCORP GOVT LEASING & FINA	E	12/31/2020			010272		155,112.48
8309	MISSISSIPPI LIME COMPANY	E	12/31/2020			010273		6,720.35
8337	BLACKSTONE AUDIO, INC.	E	12/31/2020			010274		340.23
8344	4TH & BROADWAY LLC	R	12/10/2020			188059		8,479.00
8347	CONNER LEHMAN	R	12/10/2020			188060		8,479.00
8348	SILVERBACK BREWING COMPANY	R	12/10/2020			188061		8,479.00
8343	LYNCO REC., INC	R	12/10/2020			188062		8,479.00
8350	MELISSA A WEED	R	12/10/2020			188063		8,479.00
8354	DHARMA PROPERTIES LLC	R	12/10/2020			188064		8,479.00
8351	DAVID L. FROMAN	R	12/10/2020			188065		8,479.00
8355	LESA A. ARNOLD	R	12/10/2020			188066		2,149.00
8359	SHELLY'S CATERING LLC	R	12/10/2020			188067		8,479.00
8358	HEATHER LYNN HORTON	R	12/10/2020			188068		8,479.00
8183	TOAST, LLC	R	12/10/2020			188069		8,479.00
8356	DLD ENTERPRISES LLC	R	12/10/2020			188070		7,691.00
0523	AT&T	R	12/11/2020			188071		7,988.20
8278	GERSON BOCANEGRA	R	12/11/2020			188074		25.00
6152	MARTHA R CAMPBELL	R	12/11/2020			188075		71.30
1616	CITY OF PITTSBURG	R	12/11/2020			188076		100.00
4263	COX COMMUNICATIONS KANSAS LLC	R	12/11/2020			188077		985.21
4263	COX COMMUNICATIONS KANSAS LLC	R	12/11/2020			188078		29.40
4263	COX COMMUNICATIONS KANSAS LLC	R	12/11/2020			188079		13.44

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4263	COX COMMUNICATIONS KANSAS LLC	R	12/11/2020			188080		181.70
8209	DPC ENTERPRISES LP	R	12/11/2020			188081		1,368.00
4636	EVERGY KANSAS CENTRAL INC. (HA	R	12/11/2020			188082		123.67
1	FEKEN, BRIAN MATTHEW	R	12/11/2020			188083		1,000.00
6358	FIREX, INC.	R	12/11/2020			188084		1,184.00
7414	KANSAS GAS SERVICE (ESG)	R	12/11/2020			188085		50.00
1370	KDHE	R	12/11/2020			188086		500.00
0033	LOU'S GLOVES	R	12/11/2020			188087		340.00
8341	MARK MONSOUR	R	12/11/2020			188088		871.30
7151	QUADIENT FINANCE USA INC	R	12/11/2020			188089		1,056.18
8353	RANDALL M. STRINGER	R	12/11/2020			188090		195.00
5589	CELLCO PARTNERSHIP	R	12/11/2020			188091		10,204.05
2350	WCA WASTE SYSTEMS INC	R	12/11/2020			188095		682.79
1	WWTP	V	12/11/2020			188096		300.00
1	WWTP	VOIDED						
1	WWTP	VOIDED						
M-CHECK	WWTP	VOIDED	V	12/11/2020		188096		300.00CR
5284	B&R SERVICES INC	R	12/11/2020			188097		300.00
3114	PATRICIA BURLESON	R	12/11/2020			188098		71.30
2876	CRAIG FARNSWORTH	R	12/18/2020			188116		286.00
4277	J & D EQUIPMENT	R	12/18/2020			188117		69.71
8278	GERSON BOCANEGRA	R	12/18/2020			188118		25.00
6956	BSN SPORTS, INC	R	12/18/2020			188119		2,629.64

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5283	CLASS LTD	R	12/18/2020			188120		31.20
4263	COX COMMUNICATIONS KANSAS LLC	R	12/18/2020			188121		43.59
4263	COX COMMUNICATIONS KANSAS LLC	R	12/18/2020			188122		95.06
4263	COX COMMUNICATIONS KANSAS LLC	R	12/18/2020			188123		79.86
4263	COX COMMUNICATIONS KANSAS LLC	V	12/18/2020			188124		43.59
4263	COX COMMUNICATIONS KANSAS LLC							
4263	COX COMMUNICATIONS KANSAS LLC							
M-CHECK	COX COMMUNICATIONS KANSAS AVOIDED	V	12/18/2020			188124		43.59CR
0375	WICHITA WATER CONDITIONING	R	12/18/2020			188125		14.50
8340	MICHAEL DAVID DEPLUE	R	12/18/2020			188126		450.00
1108	EVERGY KANSAS CENTRAL INC	R	12/18/2020			188127		3,166.42
8199	PRINTER'S INK LLC	R	12/18/2020			188128		882.37
6358	FIREX, INC.	R	12/18/2020			188130		154.00
6923	HUGO'S INDUSTRIAL SUPPLY INC	R	12/18/2020			188131		494.84
0380	KANSAS DEPARTMENT OF REVENUE	R	12/18/2020			188132		300.00
7945	LUCKY-BUT LAWN CARE, LLC	R	12/18/2020			188133		40.00
1	MONSOUR, MARK	V	12/18/2020			188134		60.00
1	MONSOUR, MARK	VOIDED						
1	MONSOUR, MARK	VOIDED						
M-CHECK	MONSOUR, MARK	VOIDED	V	12/18/2020		188134		60.00CR
5732	NATES LAWN AND LANDSCAPE INC	R	12/18/2020			188135		270.00
7016	PROSEAL, INC	R	12/18/2020			188136		75,727.54
7167	QUADIENT LEASING USA INC	R	12/18/2020			188137		345.93
6260	TRANE	R	12/18/2020			188138		779.35

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8357	ZACHARY M SARLEY	R	12/18/2020			188139		1,320.00
4263	COX COMMUNICATIONS KANSAS LLC	R	12/18/2020			188140		43.59
1	MARK MONSOUR	R	12/18/2020			188141		50.00
4277	J & D EQUIPMENT	R	12/23/2020			188151		287.56
5561	AT&T MOBILITY	R	12/23/2020			188152		131.20
5480	BITNER MOTORS	R	12/23/2020			188153		17.88
4263	COX COMMUNICATIONS KANSAS LLC	R	12/23/2020			188154		28.89
1	DOMER, CHASE	R	12/23/2020			188155		352.12
8209	DPC ENTERPRISES LP	R	12/23/2020			188156		1,368.00
6119	LACAL EQUIPMENT INC	R	12/23/2020			188157		1,150.20
7601	MEYER LAW FIRM, LLC	R	12/23/2020			188158		27.00
6942	MULBERRY LIMESTONE QUARRY	R	12/23/2020			188159		351.45
7392	ASSURECO RISK MANAGEMENT & REG	R	12/23/2020			188160		350.00
7576	SEK URGENT CARE, LLC	R	12/23/2020			188161		625.00
8277	MICHAEL K CARPINO	R	12/30/2020			188162		37,260.61
8334	ENGINEERED POLE STRUCTURES	R	12/30/2020			188163		6,000.00
6923	HUGO'S INDUSTRIAL SUPPLY INC	R	12/30/2020			188164		3,326.08
0033	LOU'S GLOVES	R	12/30/2020			188165		340.00
7151	QUADIENT FINANCE USA INC	R	12/30/2020			188166		1,065.37
7151	QUADIENT FINANCE USA INC	R	12/30/2020			188167		1,113.06
6372	SATTERLEE MECHANICAL CONTRACTI	R	12/30/2020			188168		5,346.17
8096	JENNA SPENCER	R	12/30/2020			188169		1,925.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5589	CELLCO PARTNERSHIP	R	12/30/2020			188170		233.09
8096	JENNA SPENCER	R	12/30/2020			188171		1,925.00
8346	ANSELMI WARDROBE LLC	R	12/31/2020			188172		8,479.00
8352	PITTSBURG LODGING, LLC	R	12/31/2020			188173		8,479.00
8365	BRITTAN K. BRENNER	R	12/31/2020			188174		8,132.00
8364	THE CHEER PITT, INC.	R	12/31/2020			188175		8,479.00
8362	CATHOLIC DIOCESE OF WICHITA	R	12/31/2020			188176		11,666.67
8363	FIRST UNITED METHODIST CHURCH	R	12/31/2020			188177		11,666.67

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	84	329,798.75	0.00	329,395.16
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	25	329,030.63	0.00	329,030.63
EFT:	132	879,079.74	0.00	879,079.74
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	3 VOID DEBITS	0.00		
	VOID CREDITS	403.59CR	0.00	
TOTAL ERRORS:	0			
	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: 80144TOTALS:	244	1,537,505.53	0.00	1,537,505.53
BANK: 80144 TOTALS:	244	1,537,505.53	0.00	1,537,505.53

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0201	SPICER-ADAMS WELDING, INC.	E	12/16/2020			010189		817.24

* * 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:	1			817.24	0.00	817.24
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00			
		VOID CREDITS	0.00	0.00	0.00	

TOTAL ERRORS: 0

	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: EFT TOTALS:	1			817.24	0.00	817.24
BANK: EFT TOTALS:	1			817.24	0.00	817.24

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5906	JOHN HINRICHS	E	1/05/2021			010275		183.00
5961	LARRY A VANBECELAERE	E	1/05/2021			010276		70.00
7717	LAWRENCE E GIGER	E	1/05/2021			010277		685.00
7837	MARJI RENTALS, LLC	E	1/05/2021			010278		287.00
8191	KURT E GALE	E	1/05/2021			010279		600.00
8272	CITY & COUNTY OF DENVER HOUSIN	E	1/05/2021			010280		1,873.49
0372	CONNER REALTY	E	1/05/2021			010281		947.00
1008	BENJAMIN M BEASLEY	E	1/05/2021			010282		1,374.00
1231	JOHN LOVELL	E	1/05/2021			010283		427.00
1337	DOUGLAS E THOMAS	E	1/05/2021			010284		287.00
1609	P & L COMPANY	E	1/05/2021			010285		4,148.00
1982	KENNETH N STOTTS, SR	E	1/05/2021			010286		315.00
2304	DENNIS HELMS	E	1/05/2021			010287		94.00
2542	YOST PROPERTIES	E	1/05/2021			010288		697.00
3082	JOHN R JONES	E	1/05/2021			010289		313.00
3114	PATRICIA BURLESON	E	1/05/2021			010290		600.00
3142	COMMUNITY MENTAL HEALTH CENTER	E	1/05/2021			010291		24.00
3162	THOMAS A YOAKAM	E	1/05/2021			010292		162.00
3218	CHERYL L BROOKS	E	1/05/2021			010293		311.00
3272	DUNCAN HOUSING LLC	E	1/05/2021			010294		3,759.00
3273	RICHARD F THENIKL	E	1/05/2021			010295		1,039.00
3294	JOHN R SMITH	E	1/05/2021			010296		1,569.00

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3668	MID AMERICA PROPERTIES OF PITT	E	1/05/2021			010297		8,258.00
3724	YVONNE L. ZORNES	E	1/05/2021			010298		214.00
4054	MICHAEL A SMITH	E	1/05/2021			010299		1,480.00
4492	PITTSBURG SENIORS LP	E	1/05/2021			010300		3,294.00
5039	VANETA C MATHIS REVOCABLE TRUS	E	1/05/2021			010301		232.00
5393	ANGELES PROPERTIES LLC - HAP	E	1/05/2021			010302		2,494.00
5549	DELBERT BAIR	E	1/05/2021			010303		285.00
5656	EARL L. HARTMAN	E	1/05/2021			010304		1,448.00
5658	DEANNA J HIGGINS	E	1/05/2021			010305		627.00
5676	BARBARA TODD	E	1/05/2021			010306		30.00
5817	JAMA ENTERPRISES LLP	E	1/05/2021			010307		270.00
5834	DENNIS TROUT	E	1/05/2021			010308		163.00
5885	CHARLES T GRAVER	E	1/05/2021			010309		338.00
5896	HORIZON INVESTMENTS GROUP INC	E	1/05/2021			010310		298.00
5957	PASTEUR PROPERTIES	E	1/05/2021			010311		6,143.00
6090	RANDAL BENNEFELD	E	1/05/2021			010312		796.00
6101	ELM STREET RENTALS INC	E	1/05/2021			010313		266.00
6130	T & K RENTALS LLC	E	1/05/2021			010314		182.00
6161	MICHAEL J STOTTS	E	1/05/2021			010315		206.00
6172	ANDREW ALEX WACHTER	E	1/05/2021			010316		220.00
6269	EDWARD SWOR	E	1/05/2021			010317		1,086.00
6295	DAVID L PETERSON	E	1/05/2021			010318		617.00

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6298	L. KEVAN SCHUPBACH	E	1/05/2021			010319		9,679.00
6306	BALKANS DEVELOPMENT LLC	E	1/05/2021			010320		355.00
6322	R JAMES BISHOP	E	1/05/2021			010321		235.00
6333	JANA DALRYMPLE	E	1/05/2021			010322		474.00
6394	KEVIN R. HALL	E	1/05/2021			010323		2,851.00
6441	HEATHER MASON WHITE	E	1/05/2021			010324		946.00
6464	PRO X PROPERTY SOLUTIONS, LLC	E	1/05/2021			010325		11,658.00
6673	JUDITH A COLLINS	E	1/05/2021			010326		181.00
6694	DELBERT BAIR	E	1/05/2021			010327		488.00
6708	CHARLES R. MERTZ	E	1/05/2021			010328		322.00
6877	CHRISTOPHER KYLE BATTAGLIA	E	1/05/2021			010329		587.00
6886	DELBERT BAIR	E	1/05/2021			010330		469.00
6916	STILWELL HERITAGE & EDUCATIONA	E	1/05/2021			010331		2,934.00
7083	PITTSBURG HEIGHTS, LP	E	1/05/2021			010332		4,901.00
7112	RANDY VILELA BODY REPAIR, TRU	E	1/05/2021			010333		485.00
7220	TIM ADAM	E	1/05/2021			010334		183.00
7294	AMMP PROPERTIES, LLC	E	1/05/2021			010335		646.00
7312	JASON HARRIS	E	1/05/2021			010336		309.00
7326	RANDY ALLEE	E	1/05/2021			010337		291.00
7344	TERRY O BARTLOW	E	1/05/2021			010338		279.00
7524	SOUTHEAST KANSAS COMMUNITY ACT	E	1/05/2021			010339		266.00
7554	TRAVIS R RIDGWAY	E	1/05/2021			010340		559.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7582	KIRK A DUNCAN	E	1/05/2021			010341		734.00
7587	DAVID RUA	E	1/05/2021			010342		465.00
7612	ENDICOTT RENTALS, LLC	E	1/05/2021			010343		732.00
7645	SEWARD RENTALS, LLC	E	1/05/2021			010344		213.00
7654	A & R RENTALS, LLC	E	1/05/2021			010345		2,972.00
7668	JOHN BEST	E	1/05/2021			010346		1,009.00
7669	CHARLES GILMORE	E	1/05/2021			010347		523.00
7741	SUSAN E ADAMS	E	1/05/2021			010348		185.00
7805	KIRK DARROW	E	1/05/2021			010349		1,200.00
7861	CLARENCE M TRENT 2017 FAMILY T	E	1/05/2021			010350		234.00
7864	CB HOMES LLC	E	1/05/2021			010351		800.00
7866	JAMES MICHAEL HORTON	E	1/05/2021			010352		1,716.00
7918	CITY OF LEAVENWORTH	E	1/05/2021			010353		1,155.82
7934	DIANA L OERTLE	E	1/05/2021			010354		297.00
7936	PITTSBURG HIGHLANDS LP	E	1/05/2021			010355		1,288.00
7965	JAVA PROPERTIES LLC	E	1/05/2021			010356		777.00
7996	DREAM HOME PROPERTIES, LLC	E	1/05/2021			010357		226.00
8005	REMINGTON SQUARE APARTMENTS OF	E	1/05/2021			010358		4,927.00
8080	SUNNYVALE INVESTMENT PROPERTIE	E	1/05/2021			010359		2,103.00
8084	ANDREW FRAKES	E	1/05/2021			010360		488.00
8126	BNB PROPERTIES LLC	E	1/05/2021			010361		1,625.00
8166	NICHOLE HAMBLIN	E	1/05/2021			010362		225.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: HAP BMO HARRIS BANK-HAP

DATE RANGE:12/09/2020 THRU 1/05/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8168	TARA J STANDLEE	E	1/05/2021			010363		291.00
8174	MICHAEL A SMITH	E	1/05/2021			010364		711.00
8190	HEATHER SMITH	E	1/05/2021			010365		854.00
8260	JANICE PUFFINBARGER	E	1/05/2021			010366		800.00
8266	RYAN SCHULTEIS	E	1/05/2021			010367		723.00
8269	RONNY N GALLOWAY	E	1/05/2021			010368		163.00
8276	CASEY BAKER	E	1/05/2021			010369		554.00
8280	THOMAS E SPURGEON	E	1/05/2021			010370		291.00
8313	CURTISS HEMBY	E	1/05/2021			010371		600.00
8329	CHARLES P. SIMPSON	E	1/05/2021			010372		475.00
6585	CLASS HOMES 1 LLC	R	1/04/2021			188178		60.00
4636	EVERGY KANSAS CENTRAL INC. (HA	R	1/04/2021			188179		1,942.00
1601	GRAIG A. MOORE	R	1/04/2021			188180		625.00
7616	STEVE KUPLIN	R	1/04/2021			188181		909.00
8177	MISSISSIPPI REGIONAL HOUSING A	R	1/04/2021			188182		671.38
3187	DEAN POWELL	R	1/04/2021			188183		51.00
1800	DAN R. RODABAUGH	R	1/04/2021			188184		493.00
6451	NAZAR SAMAN	R	1/04/2021			188185		1,294.00
8109	CONNOR SPRESSER	R	1/04/2021			188186		635.00
4897	JOHN VINARDI	R	1/04/2021			188187		845.00

VENDOR SET: 99 City of Pittsburg, KS
BANK: HAP BMO HARRIS BANK-HAP
DATE RANGE:12/09/2020 THRU 1/05/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
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* * T O T A L S * *			NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:		10		7,525.38	0.00	7,525.38
HAND CHECKS:		0		0.00	0.00	0.00
DRAFTS:		0		0.00	0.00	0.00
EFT:		98		117,166.31	0.00	117,166.31
NON CHECKS:		0		0.00	0.00	0.00
VOID CHECKS:		0	VOID DEBITS	0.00		
			VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

			NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99	BANK: HAP	TOTALS:	108	124,691.69	0.00	124,691.69
BANK: HAP		TOTALS:	108	124,691.69	0.00	124,691.69

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0372	CONNER REALTY	E	1/05/2021			010373		350.00
1874	HIGHLAND MEADOWS OF KS	E	1/05/2021			010374		552.00
3668	MID AMERICA PROPERTIES OF PITT	E	1/05/2021			010375		475.00
4013	KNIGHTS OF COLUMBUS TOWERS	E	1/05/2021			010376		228.00
5393	ANGELES PROPERTIES LLC - HAP	E	1/05/2021			010377		575.00
5534	SYCAMORE VILLAGE RES LP	E	1/05/2021			010378		845.00
5957	PASTEUR PROPERTIES	E	1/05/2021			010379		600.00
7866	JAMES MICHAEL HORTON	E	1/05/2021			010380		700.00
8005	REMINGTON SQUARE APARTMENTS OF	E	1/05/2021			010381		685.00
8080	SUNNYVALE INVESTMENT PROPERTIE	E	1/05/2021			010382		550.00
6451	NAZAR SAMAN	R	1/04/2021			188188		608.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1	608.00	0.00	608.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	10	5,560.00	0.00	5,560.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0			
	VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: TBRA TOTALS:	11	6,168.00	0.00	6,168.00
BANK: TBRA TOTALS:	11	6,168.00	0.00	6,168.00
REPORT TOTALS:	364	1,669,182.46	0.00	1,669,182.46

Passed and approved this 12th day of January, 2021.

Chuck Munsell, Mayor

ATTEST:

Tammy Nagel, City Clerk

Interoffice Memorandum

To: Pittsburg City Commission
From: Brittan Brenner, Community Development Specialist
CC: Daron Hall, City Manager
Date: January 7, 2021
Subject: Appointment of New Members to the City of Pittsburg's Downtown Advisory Board

The Downtown Advisory Board was established by ordinance to be operated by members who serve two-year terms. This Board contains representation from the following categories: Downtown Property Owner, Retail Industry, Hospitality Industry, Downtown resident, and three at-large Members.

Applications were accepted from October 2020 through January 2021 to fill the following positions: one Downtown Property Owner, one Retail or Hospitality Industry, and two At-Large positions.

Please consider the following individuals to represent their respective positions:

Sarah Colyer	Retail Industry
Tara Grassie	Hospitality Industry
Hillary Houston	At-Large Member
Alyssa Rogge	Downtown Property Owner & Resident
Amy Sawyer	At-Large Member

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

RECEIVED
NOV 12 2020
Pittsburg City Clerk



City of Pittsburg Downtown Advisory Board

APPLICATION FOR APPOINTMENT

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

Name: Sarah Colyer

Home Address: 1307 S Olive Pittsburg, KS 66762

Mailing Address: See above

Occupation: Store Manager - Sonder + Co.

Business Address: 401 N. Broadway Suite C, Pittsburg, KS

Home Telephone: 620-704-5223

Business Telephone: N/A

E-mail: Sarahcolyer14@gmail.com

Are you a resident of Pittsburg? yes

If yes, how long have you lived in Pittsburg: 24 years

Current occupation (within last 12 months)

Retail Store Manager

Business interest in the last 12 months:

Retail Management

Previous Committee/Commission Experience:

N/A

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

See attached Resume

Professional and/or community service activities:

• Volunteer for Wesley House, Crawford County Christmas

Basket Distribution • Everybody Plays • Former PR and Community Service Chair for PSU Panhellenic

Please explain your reasons for wishing to serve on this

committee/commission and how you feel that you may contribute:

See attached

Area of Representation (Circle all that could apply):

Hospitality Industry

Retail Industry

Land Owner

At-Large Representation

Resident

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

Sarah Calyer

Signature of Applicant

11/10/2020

Date

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

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

DUE AT 5PM ON NOVEMBER 12, 2020

SARAH COLYER

1307 S Olive St · 620-704-5223

sarahcolyer14@gmail.com

EXPERIENCE

SUMMERS 2013 – 2015

EVENT WORKER, PITTSBURG PARKS AND RECREATION

- Helped lead the Summer Child Care Program for ages 7-12
- Operated Kiddie Land Rides
- Completed financial transactions
- Assisted with various events as needed

OCTOBER 2015 – OCTOBER 2016

SALES ASSOCIATE, CANDY CONNECTION

- Maintained proper sanitary procedures
- Designed and Constructed merchandise
- Kept track of inventory
- Provided excellent customer service
- Handled deposits

JULY 2016 – JANUARY 2019

STUDENT OFFICE ASSISTANT, UNIVERSITY POLICE

- Created system for backlogged tickets
- Organized and Distributed University Parking Permits
- Answered phone calls
- Stayed calm under pressure
- Contributed to the training of newer employees
- Maintained daily financial reports, such as deposits and payments
- Learned how to operate specialized computer programs

OCTOBER 2019- CURRENT

STORE MANAGER, SONDER & Co.

- Manage and Maintain Inventory
- Train New Employees
- Research new vendors and merchandise
- Contribute to the upkeep of Social Media Accounts
- Responsible for Store's daily operations
- Responsible for Visual Merchandising
- Update and maintain Website

SKILLS

- | | |
|---|--|
| <ul style="list-style-type: none">• Proficient in Microsoft Suite & Canva• Extremely organized• Takes on multiple tasks with ease• Patient | <ul style="list-style-type: none">• Strong attention to detail• Goal-oriented• Strong communication skills• Able to work expertly in both group and solo settings |
|---|--|

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

As I have worked downtown for the past year, I have realized just how essential small businesses and a lively downtown is to the community. I have been volunteering since I was a little girl and know how important it is to be proactive and involved in the community. I want to be a part of the Downtown Advisory Board so I can help to continue to build up the downtown community and bring more focus to it. I believe that I would bring some fresh, new ideas to the board and a never ending supply of support in any and all projects.

RECEIVED

NOV 06 2020

Pittsburg City Clerk



City of Pittsburg Downtown Advisory Board

APPLICATION FOR APPOINTMENT

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

Name: Tara Grassie

Home Address: 300 S Crawford St. Frerterac, KS 66703

Mailing Address: same

Occupation: Senior Account Executive, LimeLight Marketing

Business Address: 402 N. Broadway Suite B, Pitt, KS 66703

Home Telephone: 913.626.1227

Business Telephone: 620.308.6990

E-mail: tara.grassie@limelightmarketing.com

Are you a resident of Pittsburg? NO

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

Current occupation (within last 12 months)

Sr Account Manager, Marketing

Business interest in the last 12 months:

N/A

Previous Committee/Commission Experience:

Frontenac Planning and Zoning
committee, Frontenac Homecoming Committee
Festa Italiana - planning committee

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

Bachelors of Science in Business
Administration

Professional and/or community service activities:

Frontenac Education Foundation - Board member

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

I was approached about the position,
after consideration, I feel I could join
the advisory board with a background that will
Area of Representation (Circle all that could apply): provide growth, improvement
and big picture planning
to the table.

Hospitality Industry

Retail Industry

Land Owner

At-Large Representation

Resident

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

Tammy Nagel
Signature of Applicant

11/4/2020
Date

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

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

DUE AT 5PM ON NOVEMBER 12, 2020



RECEIVED

NOV 12 2020

Pittsburg City Clerk

Downtown Advisory Board

APPLICATION FOR APPOINTMENT

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

☐ I am a current member seeking reappointment to the Board.

☒ I am seeking a first term as a member of the Board.

Name: Hillary Houston

Home Address: 416 Ridgewood Rd, Frontenac, KS 66763

Mailing Address: 416 Ridgewood Rd, Frontenac, KS 66763

Occupation: Executive Director at Wesley House

Business Address: 411 East 12th St. Pittsburg, KS 66762

Home Telephone: 620-687-3012

Business Telephone: 620-232-3760 ext 206

E-mail: whexecutivedirector@yahoo.com

Are you a resident of Pittsburg? No If yes, how long have you lived in Pittsburg: _____

Current occupation (within last 12 months): Executive Director Wesley House

Business interest in the last 12 months: Accepting the Executive Director position at Wesley House, which supplies a food pantry for local county residents with food/supplies that meet income guidelines. We have a daytime homeless shelter to provide basic needs to area residents that are currently homeless. My focus is to find positive integration avenues for these folks into our community. Finding jobs, housing, accessing necessary healthcare in order to live thriving lives and contribute to our community. Having clients reach stability will require less funding/assistance from our community supports, allowing these funds to be allocated elsewhere.

Previous Committee/Commission Experience: _____

Crawford County Coalition, Age Well Committee, Chamber of Commerce, United Way, Wesley House Advisory Board

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application. MBA from PSU, Accounting Degree from FHSU

Accounting Manager / City of Pittsburg, HCBS Provider Advocate / United Health Care,
Business Manager / Mosaic in Pittsburg, Coffeyville, Winfield, Ellsworth, Kansas City, Controller / WSI

Professional and/or community service activities: _____

Kansas Guardianship Program / Conservator / Payee Representative

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute: Closely working with a vulnerable population, I have recognized the disconnect with our folks feeling positively connected to our community. My focus is to help folks identify ways to contribute and invest in our community growth. Providing food, job opportunities, housing, and accessing health care will give stability and promote thriving lives, which has been our mission, but now we have identified the need to align this with the community goals. Serving on this committee will allow insight to what the local business owners are needing and ways we can relay these needs as we build support programs for our clients. Homeless/low income is often looked at as a burden on a community. Identifying ways to help, educate and encourage involvement in ways that are inline with community goals is important in our overall success.

Area of representation (please circle all that could apply):

Land Owner In Frontenac

At-Large Representation

The Downtown Advisory Board meets at 6:00 p.m. on the 3rd Monday of each month. ***Due to COVID-19, meetings are being held remotely via online conference call.*** Appointment to this position may require you to file a Conflict of Interest Disclosure Statement, which is a public record.

*** Please plan to attend the December 8th, 2020, Pittsburg City Commission Meeting (5:30 p.m. at the Law Enforcement Center – 201 North Pine in Pittsburg). Appointments to the Downtown Advisory Board will be made by the City Commission during this meeting.**

Signature of Applicant: _____

Date: 11/11/2020

If you have any questions regarding the appointment procedure, please contact the City Clerk by phone at (620)230-5532 or by email at tammy.nagel@pittks.org.

Please return your completed application on or before Noon on November 30th, 2020, to:

City of Pittsburg
Attn: City Clerk
PO Box 688
Pittsburg, KS 66762

INTEROFFICE MEMORANDUM

To: Daron Hall, City Manager
From: Quentin Holmes, Director of Community Development and Housing
CC: Tammy Nagel, City Clerk
Date: January 7, 2021
Subject: Resolution 1242: RHID

The Housing Needs Analysis conducted in 2014, the update drafted in October 2015, and the update from 2018 all call for the creation of new housing within the City limits.

One of the main areas of housing I have been approached with by community members is a lack of senior housing options available within the City limits of Pittsburg.

With utilization of the RHID, 3P Development Group LLC is planning to build a high end, maintenance free, age restricted senior community on a parcel of ground just west of Pittsburg High school and entering from East 4th Street.

Staff is recommending approval of the attached Resolution, along with the Attachments, establishing this district within our community. I am available to answer questions, should any arise.

Quentin Holmes
Director of Housing and Community Development
City of Pittsburg, Kansas
620-230-5550

RESOLUTION NO. 1242

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

WHEREAS, K.S.A. 12-5241 *et seq.* (the “Act”) authorizes any city incorporated in accordance with the laws of the state of Kansas (the “State”) with a population of less than 60,000 located in a county with a population of less than 80,000, to designate rural housing incentive districts within such city; and

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

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

WHEREAS, the Governing Body has previously adopted Resolution Nos. 1178, 1238, and 1240, which made certain findings relating to the need for financial incentives relating to the construction of quality housing within the City, declared it advisable to establish a rural housing incentive district pursuant to the Act, and authorized the submission of such resolution and the Analysis to the Kansas Department of Commerce in accordance with the Act; and

WHEREAS, the Secretary of the Kansas Department of Commerce, pursuant to letters dated February 5, 2016, October 29, 2020, and December 29, 2020, authorized the City to proceed with the establishment of a rural housing incentive district pursuant to the Act; and

WHEREAS, the City has caused to be prepared a plan (the “Plan”) for the development or redevelopment of housing and public facilities in the proposed Villas at Creekside-Phase 1 Rural Housing Incentive District (the “District”) in accordance with the provisions of the Act; and

WHEREAS, the Plan includes:

1. The legal description and map required by K.S.A. 12-5244(a).
2. The existing assessed valuation of the real estate in the proposed District listing the land and improvement value separately.
3. A list of the names and addresses of the owners of record of all real estate parcels within the proposed District.
4. A description of the housing and public facilities project or projects that are proposed to be constructed or improved in the proposed District, and the location thereof.

5. A listing of the names, addresses, and specific interests in real estate in the proposed District of the developers responsible for development of the housing and public facilities in the proposed District.
6. The contractual assurances, if any, the Governing Body has received from such developer or developers, guaranteeing the financial feasibility of specific housing tax incentive projects in the proposed District.
7. A comprehensive analysis of the feasibility of providing housing tax incentives in the proposed District as provided in the Act, which shows the public benefit derived from the District will exceed the costs and that the income therefrom, together with all public and private sources of funding, will be sufficient to pay for the public improvements that may be undertaken in the District.

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

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

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

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

In addition, the City has negotiated a development agreement (the “Development Agreement”) among the City, 3P Development Group, LLC, JMAC QOZ Business II, LLC and The Villas at Creekside, LLC (collectively the “Developer”), relating to the Villas at Creekside-Phase 1 Rural Housing Incentive District, the development thereof, and the construction and payment of improvements related thereto. The Development Agreement is hereby approved in substantially the form presented to the Governing Body, with such changes or modifications as may be approved by the City Manager and as may be approved as to form by the City Attorney. Related thereto, the City has also negotiated a funding agreement (the “Funding Agreement”) between the City and the Developer, relating to the Developer providing to the City an initial deposit of money to be used as a source of funds to finance costs incurred by the City for legal, financial, planning, inspection, and other services, or for direct out-of-pocket expenses and other reasonable costs resulting from services rendered to the Developer to review, evaluate, process, and inspect the District and its related housing and public facilities projects. The Mayor is hereby authorized to execute the Development Agreement and the Funding Agreement, and such other documents as may be necessary to implement the intent of this Resolution, the Development Agreement and the Funding Agreement, as may be approved by the City Manager and as may be approved as to form by the City Attorney, by and on behalf of the City and the City Clerk is hereby authorized to attest such signature.

Section 3. Public Hearing. Notice is hereby given that a public hearing will be held by the Governing Body of the City to consider the establishment of the District and adoption of the Plan on February 23, 2021, at the Law Enforcement Center, located at 201 North Pine Street, Pittsburg, Kansas 66762, with the public hearing to commence at 5:30 P.M. or as soon thereafter as the Governing Body can hear the matter. At the public hearing, the Governing Body will receive public comment on such matters, and may, after the conclusion of such public hearing, consider the findings necessary for establishment of the District and adoption of the Plan, all pursuant to the Act. In the event social distancing procedures for the COVID-19 pandemic remain in place on such date and web conference or telephone participation is made available, instructions for participation via these remote alternatives will be posted on the City Commission's agenda for such meeting no later than February 22, 2021, at www.pittks.org.

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

1. A certified copy of this resolution shall be delivered to:
 - a. The Board of County Commissioners of Crawford County, Kansas;
 - b. The Board of Education of Unified School District No. 250, Crawford County, Kansas (Pittsburg); and
 - c. The Planning Commission of the City of Pittsburg, Kansas.
2. This Resolution, specifically including *Exhibits A* through *E* attached hereto, shall be published at least once in the official newspaper of the City not less than one week nor more than two weeks preceding the date of the public hearing.

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

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

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ADOPTED by the governing body of the City of Pittsburg, Kansas, on January 12, 2021.

(SEAL)

Chuck Munsell, Mayor

ATTEST:

Tammy Nagel, City Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution No. _____ adopted by the Governing Body of the City on January 12, 2021, as the same appear of record in my office.

DATED: January 12, 2021.

Tammy Nagel, City Clerk

EXHIBIT A

**LEGAL DESCRIPTION OF PROPOSED
VILLAS AT CREEKSIDE-PHASE 1
RURAL HOUSING INCENTIVE DISTRICT**

Surveyed description for Phase 1 of Villas at Creekside:

A TRACT OF LAND LOCATED IN THE NORTH HALF OF SECTION 28, TOWNSHIP 30 SOUTH, RANGE 25 EAST OF THE 6TH P.M., CRAWFORD COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SAID SECTION 28; THENCE SOUTH 2°15'39" EAST, 50.16 FEET TO THE SOUTHERN RIGHT-OF-WAY OF EAST 4TH STREET; THENCE CONTINUING SOUTH 2°15'39" EAST, 666.30 FEET TO THE POINT OF BEGINNING; THENCE NORTH 87°33'24" EAST, 359.25 FEET; THENCE SOUTH 2°14'41" EAST, 652.70 FEET; THENCE SOUTH 87°35'33" WEST, 682.20 FEET; THENCE NORTH 15°07'46" WEST, 171.94 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 165.00 FEET, A CHORD BEARING OF NORTH 2°06'38" WEST AND A CHORD LENGTH OF 81.09 FEET FOR AN ARC LENGTH OF 81.93 FEET; THENCE NORTH 76°47'01" WEST, A DISTANCE OF 147.85 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 312.54 FEET, A CHORD BEARING OF SOUTH 1°50'21" EAST AND A CHORD LENGTH OF 156.61 FEET FOR AN ARC LENGTH OF 158.30 FEET; THENCE SOUTH 87°24'08" WEST, A DISTANCE OF 107.43 FEET; THENCE NORTH 29°01'11" EAST, A DISTANCE OF 101.57 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF NORTH 4°27'18" EAST AND A CHORD LENGTH OF 20.83 FOR AN ARC LENGTH OF 21.48 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 91.12 FEET, A CHORD BEARING OF NORTH 48°12'14" WEST AND A CHORD LENGTH OF 85.67 FEET FOR AN ARCH LENGTH OF 89.19 FEET; THENCE NORTH 88°15'27" EAST, A DISTANCE OF 121.19 FEET; THENCE SOUTH 76°47'01" EAST, A DISTANCE OF 172.08 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 165.00 FEET, A CHORD BEARING OF NORTH 52°16'48" EAST WITH A CHORD LENGTH OF 197.18 FOR AN ARC LENGTH OF 211.33 FEET; THENCE NORTH 87°32'27" EAST, 54.23 FEET; THENCE NORTH 2°26'20" EAST, A DISTANCE OF 159.85 FEET; THENCE SOUTH 87°45'11" EAST, 39.80 FEET; THENCE NORTH 2°26'22" E, A DISTANCE OF 119.96 FEET; THENCE NORTH 87°33'24" EAST, A DISTANCE OF 184.27 FEET TO THE POINT OF BEGINNING, CONTAINING 9.729 ACRES, MORE OR LESS.

EXHIBIT B

**MAP OF PROPOSED
VILLAS AT CREEKSIDE-PHASE 1
RURAL HOUSING INCENTIVE DISTRICT**



EXHIBIT C

**NAMES AND ADDRESSES OF THE OWNERS OF RECORD
OF ALL REAL ESTATE PARCELS WITHIN THE PROPOSED
VILLAS AT CREEKSIDE-PHASE 1
RURAL HOUSING INCENTIVE DISTRICT
AND THE EXISTING ASSESSED VALUATION OF SAID REAL ESTATE PARCELS NAMES
AND ADDRESSES OF THE DEVELOPERS**

Owner of Real Property:	Ron Scripsick 911 Tanglewoods Lane Pittsburg, Kansas 66762
Developers:	3P Development Group, LLC 23620 Interstate 30 Bryant, Arkansas 72022 The Villas at Creekside, LLC 911 Tanglewoods Lane Pittsburg, Kansas 66762 JMAC QOZ Business II, LLC 911 Tanglewoods Lane Pittsburg, Kansas 66762
Existing Assessed Valuation of the District:	Land - \$454 Improvements - \$0

EXHIBIT D

DESCRIPTION OF THE HOUSING AND PUBLIC FACILITIES OR PROJECTS THAT ARE PROPOSED TO BE CONSTRUCTED OR IMPROVED IN THE PROPOSED VILLAS AT CREEKSIDE-PHASE 1 RURAL HOUSING INCENTIVE DISTRICT

Housing Facilities

The housing facilities will consist of constructing approximately 29 single level, luxury villas for lease, consisting of 25 three-bedroom/two and a half-bathroom and 4 two-bedroom/two-bathroom units, outdoor recreational amenities, and all related internal infrastructure improvements. Each three-bedroom/two and a half-bathroom unit will be approximately 1,480 square feet (total of 2,960 square feet per villa), and each two-bedroom/two-bathroom unit will be approximately 1,300square feet (total of 2,600 square feet per villa). The outdoor recreational amenities will include an outdoor workout facility, bocce ball courts, pickleball courts and a dog park.

Public Facilities

The public facilities will include the construction of all infrastructure improvements within the District, including grading, storm sewer (drainage), domestic water (including fire protection infrastructure), sanitary sewer collection, electricity (including streetlamps), natural gas, roads, and sidewalks. These infrastructure improvements will be constructed concurrently with the project.

EXHIBIT E

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

Contractual Assurances

The Governing Body of the City of Pittsburg, Kansas will enter into a development agreement with 3P Development Group, LLC, JMAC QOZ Business II, LLC and The Villas at Creekside, LLC, as the developer. This agreement, as supplemented and amended, includes the project construction schedule, a description of projects to be constructed, financial obligations of the developer and financial and administrative support from the City of Pittsburg, Kansas.

Feasibility Study

The developer has conducted a study to determine whether the public benefits derived from the District will exceed the costs and that the income from the District, together with other sources of revenue provided by the developer, would be sufficient to pay for the public improvements to be undertaken in the District. The analysis estimates the property tax revenues that will be generated from the development, less existing property taxes, to determine the revenue stream available to support the costs of the public infrastructure. The estimates indicate that the revenue realized from the project would be adequate to pay the costs of the public infrastructure.

**DEVELOPMENT PLAN
OF THE CITY OF PITTSBURG, KANSAS
VILLAS AT CREEKSIDE-PHASE 1
RURAL HOUSING INCENTIVE DISTRICT**

JANUARY 12, 2021

INTRODUCTION

The City Commission (the “Governing Body”) of the City Pittsburg, Kansas (the “City”) has previously adopted Resolution Nos. 1178, 1238, and 1240 (collectively the “Preliminary Resolutions”), which found and determined that:

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

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

Following the adoption of the Preliminary Resolutions, certified copies were submitted to the Secretary of Commerce for approval of the establishment of the Rural Housing Incentive District in the City as required by K.S.A. 12-5244(c). On February 5, 2016, October 29, 2020, and December 29, 2020, the Secretary of Commerce provided written confirmation approving the establishment of the Rural Housing Incentive District within the City.

DEVELOPMENT PLAN ADOPTION

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

DEVELOPMENT PLAN

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

(1) ***Legal Description and Map of the District.*** The legal description of Phase 1 of the Villas at Creekside Rural Housing Incentive District (the “District”) and a map of the District are attached as ***Exhibit A*** to this Development Plan.

(2) ***Existing Assessed Valuation of the District.*** The assessed valuation of all real estate within the District for 2020 is \$454.

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

Ron Scripsick
911 Tanglewoods Lane
Pittsburg, Kansas 66762

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

Housing Facilities

The housing facilities will consist of constructing approximately 29 single level, luxury villas for lease, consisting of 25 three-bedroom/two and a half-bathroom and 4 two-bedroom/two-bathroom units, outdoor recreational amenities, and all related internal infrastructure improvements. Each three-bedroom/two and a half-bathroom unit will be approximately 1,480 square feet (total of 2,960 square feet per villa), and each two-bedroom/two-bathroom unit will be approximately 1,300square feet (total of 2,600 square feet per villa). The outdoor recreational amenities will include an outdoor workout facility, bocce ball courts, pickleball courts and a dog park.

Public Facilities

The public facilities will include the construction of all infrastructure improvements within the District, including grading, storm sewer (drainage), domestic water (including fire protection infrastructure), sanitary sewer collection, electricity (including streetlamps), natural gas, roads, and sidewalks. These infrastructure improvements will be constructed concurrently with the project.

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

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

Owner of Real Property:	Ron Scripsick 911 Tanglewoods Lane Pittsburg, Kansas 66762
Developers:	3P Development Group, LLC 23620 Interstate 30 Bryant, Arkansas 72022 The Villas at Creekside, LLC 911 Tanglewoods Lane Pittsburg, Kansas 66762 JMAC QOZ Business II, LLC 911 Tanglewoods Lane Pittsburg, Kansas 66762
Individuals with specific interest:	Ron Scripsick and Dexter Pearson

(6) **Contractual Assurances.** The Governing Body entered into a Development Agreement, dated January 12, 2021 (the "Development Agreement"), with 3P Development Group, LLC, an Arkansas limited liability company engaged in the business of development with its principal office located at 23620 Interstate 30, Bryant, Arkansas 72022, JMAC QOZ Business II, LLC, a Texas limited liability company engaged in the business of development with its principal office located at 911 Tanglewoods Lane, Pittsburg, Kansas 66762, and The Villas at Creekside, LLC, a Kansas limited liability company engaged in the business of development with its principal office located at 911 Tanglewoods Lane, Pittsburg, Kansas 66762 (collectively the "Developer"). The Development Agreement, as supplemented and amended, includes the project construction schedule, a description of projects to be constructed, financial obligations of the developer, and financial and administrative support from the City. The Development Agreement

includes contractual assurances, if any, the Governing Body has received from the Developer guaranteeing the financial feasibility of specific housing tax incentive projects in the proposed district. A copy of the Development Agreement is attached as **Exhibit C** to this Development Plan.

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

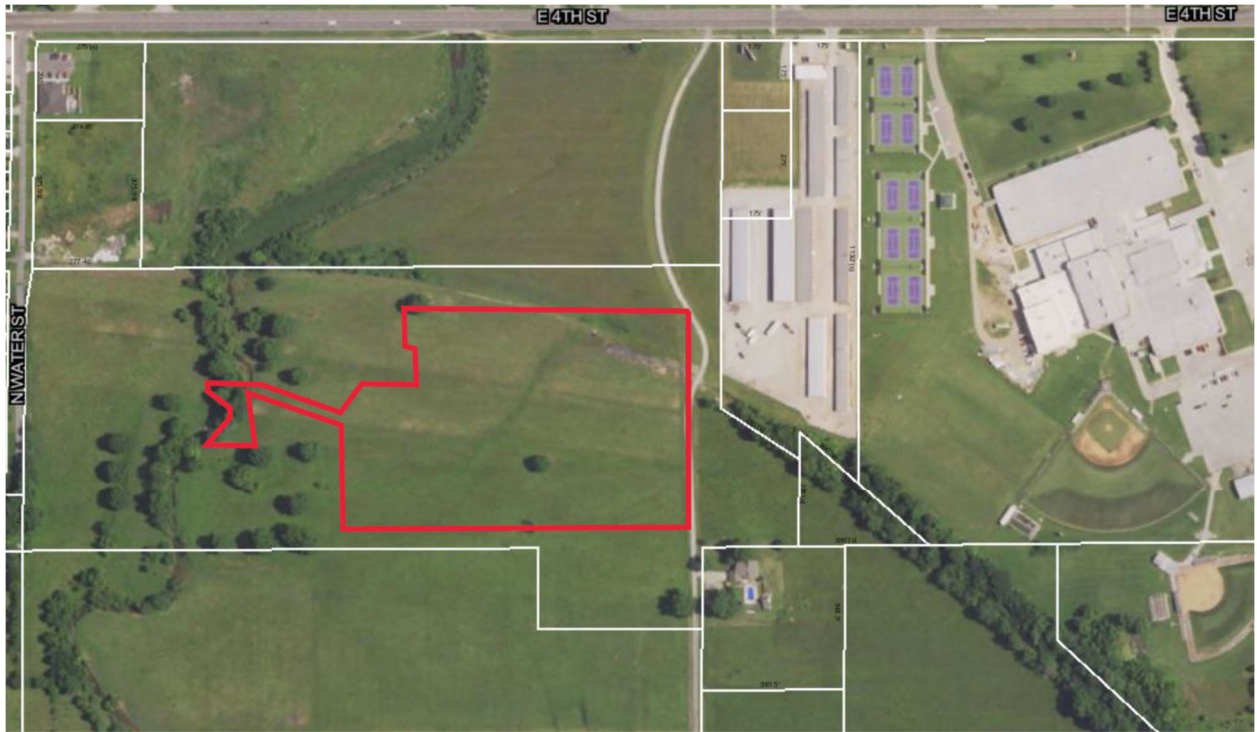
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EXHIBIT A
DEVELOPMENT PLAN
VILLAS AT CREEKSIDE-PHASE 1
RURAL HOUSING INCENTIVE DISTRICT

LEGAL DESCRIPTION AND MAP OF THE DISTRICT

Surveyed description for Phase 1 of Villas at Creekside:

A TRACT OF LAND LOCATED IN THE NORTH HALF OF SECTION 28, TOWNSHIP 30 SOUTH, RANGE 25 EAST OF THE 6TH P.M., CRAWFORD COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SAID SECTION 28; THENCE SOUTH 2°15'39" EAST, 50.16 FEET TO THE SOUTHERN RIGHT-OF-WAY OF EAST 4TH STREET; THENCE CONTINUING SOUTH 2°15'39" EAST, 666.30 FEET TO THE POINT OF BEGINNING; THENCE NORTH 87°33'24" EAST, 359.25 FEET; THENCE SOUTH 2°14'41" EAST, 652.70 FEET; THENCE SOUTH 87°35'33" WEST, 682.20 FEET; THENCE NORTH 15°07'46" WEST, 171.94 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 165.00 FEET, A CHORD BEARING OF NORTH 2°06'38" WEST AND A CHORD LENGTH OF 81.09 FEET FOR AN ARC LENGTH OF 81.93 FEET; THENCE NORTH 76°47'01" WEST, A DISTANCE OF 147.85 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 312.54 FEET, A CHORD BEARING OF SOUTH 1°50'21" EAST AND A CHORD LENGTH OF 156.61 FEET FOR AN ARC LENGTH OF 158.30 FEET; THENCE SOUTH 87°24'08" WEST, A DISTANCE OF 107.43 FEET; THENCE NORTH 29°01'11" EAST, A DISTANCE OF 101.57 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF NORTH 4°27'18" EAST AND A CHORD LENGTH OF 20.83 FOR AN ARC LENGTH OF 21.48 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 91.12 FEET, A CHORD BEARING OF NORTH 48°12'14" WEST AND A CHORD LENGTH OF 85.67 FEET FOR AN ARCH LENGTH OF 89.19 FEET; THENCE NORTH 88°15'27" EAST, A DISTANCE OF 121.19 FEET; THENCE SOUTH 76°47'01" EAST, A DISTANCE OF 172.08 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 165.00 FEET, A CHORD BEARING OF NORTH 52°16'48" EAST WITH A CHORD LENGTH OF 197.18 FOR AN ARC LENGTH OF 211.33 FEET; THENCE NORTH 87°32'27" EAST, 54.23 FEET; THENCE NORTH 2°26'20" EAST, A DISTANCE OF 159.85 FEET; THENCE SOUTH 87°45'11" EAST, 39.80 FEET; THENCE NORTH 2°26'22" E, A DISTANCE OF 119.96 FEET; THENCE NORTH 87°33'24" EAST, A DISTANCE OF 184.27 FEET TO THE POINT OF BEGINNING, CONTAINING 9.729 ACRES, MORE OR LESS.



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EXHIBIT C
DEVELOPMENT PLAN
VILLAS AT CREEKSIDE-PHASE 1
RURAL HOUSING INCENTIVE DISTRICT
DEVELOPMENT AGREEMENT

EXHIBIT D
DEVELOPMENT PLAN
VILLAS AT CREEKSIDE-PHASE 1
RURAL HOUSING INCENTIVE DISTRICT
COMPREHENSIVE FINANCIAL FEASIBILITY ANALYSIS

**DEVELOPMENT AGREEMENT
VILLAS AT CREEKSIDE-PHASE 1
RURAL HOUSING INCENTIVE DISTRICT**

THIS DEVELOPMENT AGREEMENT (the “**Agreement**”) is entered into effective as of January 12, 2021 (the “**Effective Date**”), by and among the **CITY OF PITTSBURG, KANSAS**, a municipal corporation of the State of Kansas (“**City**”), **3P DEVELOPMENT GROUP, LLC**, an Arkansas limited liability company engaged in the business of development with its principal office located at 23620 Interstate 30, Bryant, Arkansas 72022, **JMAC QOZ BUSINESS II, LLC**, a Texas limited liability company engaged in the business of development with its principal office located at 911 Tanglewoods Lane, Pittsburg, Kansas 66762, and **THE VILLAS AT CREEKSIDE, LLC**, a Kansas limited liability company engaged in the business of development with its principal office located at 911 Tanglewoods Lane, Pittsburg, Kansas 66762 (collectively the “**Developer**”). The City and the Developer are each a “**Party**” and collectively the “**Parties**.”

RECITALS

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

B. Developer desires to develop the Property by constructing the “Villas at Creekside-Phase 1” residential development and all related internal infrastructure improvements (“**Villas at Creekside-Phase 1 Development**”), all as more fully described herein.

C. City has determined that the construction of Villas at Creekside-Phase 1 Development will foster the economic development of City and surrounding area of Crawford County, Kansas.

D. The Parties are authorized to enter into this Agreement and to complete the responsibilities set forth herein with respect to Villas at Creekside-Phase 1 Development.

AGREEMENT

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

**ARTICLE I
DEFINITIONS AND RULES OF CONSTRUCTION**

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

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

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

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

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

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

“Developer” means collectively 3P Development Group, LLC, an Arkansas limited liability company, JMAC QOZ Business II, LLC, a Texas limited liability company, and The Villas at Creekside, LLC, a Kansas limited liability company, or their permitted successors or assigns.

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

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

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

“District” means the Villas at Creekside-Phase 1 Rural Housing Incentive District to be established pursuant the Rural Housing Incentive District Act and the RHID Ordinance.

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

“Funding Agreement” means the funding agreement between the City and the Developer, dated January 12, 2021, relating to the Developer providing a source of funds to the City to finance costs incurred by the City for legal, financial, planning, inspection, and other services, or for direct out-of-pocket expenses and other reasonable costs resulting from services rendered to the Developer to review, evaluate, process, and inspect the Project and actions related thereto.

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

“Internal Infrastructure Improvements” means the grading, storm sewer (drainage), domestic water (including fire protection infrastructure), sanitary sewer collection, electricity (including streetlamps), natural gas, roads, and sidewalks improvements necessary for Villas at Creekside-Phase 1 Development and located within the boundaries of the Property, including engineering costs, any costs of right-of-way and appurtenances related thereto, as set forth on the approved plat for Villas at Creekside-Phase 1 Development, all as more specifically described on *Exhibit C* attached hereto and incorporated herein by this reference.

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

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

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

“Property” means the real property (including but not limited to fee interests, leasehold interests, tenant-in-common interests, and such other like or similar interests) on which the Development Project will be located, more specifically described in **Exhibit A** attached hereto and depicted on **Exhibit B** attached hereto.

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

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

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

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

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

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

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

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

(e) The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.

(f) The Article and Section headings herein are for convenience only and will not affect the construction hereof.

ARTICLE II REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

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

(b) ***No Defaults or Violation of Law.*** The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions

hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which they are now a party, and do not and will not constitute a default under any of the foregoing.

(c) **No Litigation.** No litigation, proceeding or investigation is pending or, to the knowledge of the Developer, threatened against Villas at Creekside-Phase 1 Development, or the Developer. In addition, no litigation, proceeding or investigation is pending or, to the knowledge of the Developer, threatened against the Developer seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer, of the terms and provisions of this Agreement.

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

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

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

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

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

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

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

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

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

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

(d) an executed copy of the Funding Agreement.

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

ARTICLE III RURAL HOUSING INCENTIVE DISTRICT

3.1 Preliminary Resolution. Governing Body has heretofore adopted Resolution Nos. 1178, 1238, and 1240 (collectively the "Preliminary Resolutions"), which made certain findings pursuant to the Rural Housing Incentive District Act, relative to the need for housing in the City and declaring an intent to establish rural housing incentive districts within the City.

3.2 Department of Commerce Finding. Pursuant to the Preliminary Resolutions, the City caused to be prepared a Housing Needs Analysis, as subsequently updated, and forwarded the same with the respective Preliminary Resolutions, to the Kansas Secretary of Commerce. On February 5, 2016, October 29, 2020, and December 29, 2020, the Kansas Secretary of Commerce issued letters to the City making certain findings required by the Rural Housing Incentive District Act, and approved the City's ability to establish rural housing incentive districts.

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

ARTICLE IV CONSTRUCTION

4.1 Concept Site Plan.

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

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

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

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

4.3 Development Project Construction.

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

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

4.4 Internal Infrastructure Improvements Construction.

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

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

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

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

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

ARTICLE V FINANCING OBLIGATIONS

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

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

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

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

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

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

5.3 Reimbursement. The City will have 30 calendar days after receipt of any Request for Reimbursement to review and respond by written notice to the Developer. If the submitted documentation demonstrates that: (1) the Request for Reimbursement shows payment of the Eligible Costs; (2) the expense was incurred; (3) the Developer is not in default under this Agreement; and (4) the City has not discovered any fraud on the part of the Developer, then the City will approve the Request for Reimbursement and promptly reimburse the Developer for the Eligible Costs pursuant to the terms of this Agreement if sufficient RHID Funds are available, and quarterly as funds become available in the event that RHID Funds in the City's possession are at that time insufficient. In the event the City does not respond within such 30-day period, the Request for Reimbursement will be deemed approved. If the City disapproves of the Request for Reimbursement, the Parties will meet to resolve any such differences. If a resolution is not found regarding specific cost(s), the denied cost will not be Eligible Costs unless and until a final order from a court of competent jurisdiction is received by the City requiring the cost to be accepted as an Eligible Cost or other written agreement of the Parties. Reimbursements will cease upon the earlier of (a) such time as the Eligible Costs have been fully reimbursed to Developer, or (b) 25 years after the date of the establishment of the District. The City will have no liability and/or responsibility to Developer for any payment greater than the amounts received from the Crawford County Treasurer pursuant to the provisions of K.S.A. 12-5250(b)(2)(A) as a result of the creation of the District.

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

ARTICLE VI GENERAL PROVISIONS

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

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

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

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

6.3 Successors and Assigns.

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

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

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

(1) the right of Developer to encumber or collaterally assign its interest in the Property or any portion thereof or any interest in the Agreement to secure loans, advances or extensions of credit to finance or from time to time refinance all or any part of the Eligible Costs, or the right of the holder of any such encumbrance or transferee of any such collateral assignment;

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

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

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

6.4 Remedies.

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

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

6.5 Force Majeure. Neither City nor Developer nor any successor in interests will be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder will be extended in the event of any delay caused by force majeure,

including, without limitation, damage or destruction by fire or casualty; strike; lockout; civil disorder; act of terror; war; restrictive government regulations; lack of issuance of any permits and/or legal authorization by any governmental entity necessary for the Developer to proceed with construction of the Work or any portion thereof, shortage of delay in shipment of material or fuel; acts of God; unusually adverse weather or soil conditions; unforeseen site conditions that render the site economically or physically undevelopable (as a result of additional cost or delay), or any other cause or contingency similarly; or other causes beyond the Parties' reasonable control, including but not limited to, any litigation, court order or judgment resulting from any litigation affecting the validity of this Agreement; provided that such event of force majeure will not be deemed to exist as to any matter initiated or unreasonably sustained by Developer, and further provided that Developer notifies city in writing within thirty (30) days of the commencement of such claimed event of force majeure.

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

a. In the case of Developer, to:

3P Development Group, LLC
Attn: Dexter Pearson
P.O. Box 100207
Arlington, Virginia 22210
Email: dexterlpearson@gmail.com
Phone: (501) 336-5612

The Villas at Creekside, LLC
Attn: Dexter Pearson
911 Tanglewoods Lane
Pittsburg, Kansas 66762
Email: dexterlpearson@gmail.com
Phone: (501) 336-5612

JMAC QOZ Business II, LLC
Attn: Dexter Pearson
911 Tanglewoods Lane
Pittsburg, Kansas 66762
Email: dexterlpearson@gmail.com
Phone: (501) 336-5612

b. In the case of City, to:

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

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

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

6.7 Conflict of Interest. No member of the Governing Body or any branch of City's government who has any power of review or approval of any of Developer's undertakings, or of City's contracting for goods or services for Villas at Creekside-Phase 1 Development, will participate in any decisions relating thereto which affect that member's personal interests or the interests of any corporation or partnership in which that member is directly or indirectly interested. Any person having such interests will immediately, upon knowledge of such possible conflict, disclose, in writing, to the Governing Body the nature of such interest and seek a determination by the Governing Body with respect to such interest

and, in the meantime, will not participate in any actions or discussions relating to the activities herein proscribed. City represents to Developer that no such conflicts of interest exist as of the date hereof.

6.8 Insurance; Damage or Destruction.

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

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

(2) Comprehensive general liability insurance (including operations, operations of subcontractors, completed operations and contractual liability insurance) together with an owner's contractor's policy, with limits against bodily injury and property damage of not less than Five Million Dollars (\$5,000,000.00) for all claims arising out of a single accident or occurrence and Two Million Dollars (\$2,000,000.00) for any one person in a single accident or occurrence (to accomplish the above required limits, an umbrella excess liability policy may be used); and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[BALANCE OF THIS PAGE LEFT BLANK INTENTIONALLY]

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

CITY OF PITTSBURG, KANSAS

By: _____
Mayor

ATTEST:

By: _____
City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF CRAWFORD)

This instrument was acknowledged before me on January 12, 2021, by Chuck Munsell, Mayor, and Tammy Nagel, Clerk, of the City of Pittsburg, Kansas, a Kansas municipal corporation.

(SEAL)

Notary Public

Typed or Printed Name of Notary Public

My Appointment Expires:

3P DEVELOPMENT GROUP, LLC

By: _____
Dexter Pearson, Authorized Member

ACKNOWLEDGMENT

STATE OF _____)
) SS:
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2021, by Dexter Pearson, a duly authorized Managing Member of 3P Development Group, LLC, an Arkansas limited liability company, on behalf of said limited liability company.

(SEAL)

Notary Public

Typed or Printed Name of Notary Public

My Appointment Expires:

THE VILLAS AT CREEKSIDE, LLC

By: _____
Dexter Pearson, Authorized Member

ACKNOWLEDGMENT

STATE OF _____)
) SS:
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2021, by Dexter Pearson, a duly authorized Managing Member of The Villas at Creekside, LLC, a Kansas limited liability company, on behalf of said limited liability company.

(SEAL)

Notary Public

Typed or Printed Name of Notary Public

My Appointment Expires:

JMAC QOZ BUSINESS II, LLC

By: _____
Authorized Member

ACKNOWLEDGMENT

STATE OF _____)
) SS:
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2021, by _____, a duly authorized Managing Member of JMAC QOZ Business II, LLC, a Texas limited liability company, on behalf of said limited liability company.

(SEAL)

Notary Public

Typed or Printed Name of Notary Public

My Appointment Expires:

SCHEDULE OF EXHIBITS

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

EXHIBIT A

PROPERTY DESCRIPTION VILLAS AT CREEKSIDE-PHASE 1 RURAL HOUSING INCENTIVE DISTRICT

Surveyed description for Phase 1 of Villas at Creekside:

A TRACT OF LAND LOCATED IN THE NORTH HALF OF SECTION 28, TOWNSHIP 30 SOUTH, RANGE 25 EAST OF THE 6TH P.M., CRAWFORD COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SAID SECTION 28; THENCE SOUTH 2°15'39" EAST, 50.16 FEET TO THE SOUTHERN RIGHT-OF-WAY OF EAST 4TH STREET; THENCE CONTINUING SOUTH 2°15'39" EAST, 666.30 FEET TO THE POINT OF BEGINNING; THENCE NORTH 87°33'24" EAST, 359.25 FEET; THENCE SOUTH 2°14'41" EAST, 652.70 FEET; THENCE SOUTH 87°35'33" WEST, 682.20 FEET; THENCE NORTH 15°07'46" WEST, 171.94 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 165.00 FEET, A CHORD BEARING OF NORTH 2°06'38" WEST AND A CHORD LENGTH OF 81.09 FEET FOR AN ARC LENGTH OF 81.93 FEET; THENCE NORTH 76°47'01" WEST, A DISTANCE OF 147.85 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 312.54 FEET, A CHORD BEARING OF SOUTH 1°50'21" EAST AND A CHORD LENGTH OF 156.61 FEET FOR AN ARC LENGTH OF 158.30 FEET; THENCE SOUTH 87°24'08" WEST, A DISTANCE OF 107.43 FEET; THENCE NORTH 29°01'11" EAST, A DISTANCE OF 101.57 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF NORTH 4°27'18" EAST AND A CHORD LENGTH OF 20.83 FOR AN ARC LENGTH OF 21.48 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 91.12 FEET, A CHORD BEARING OF NORTH 48°12'14" WEST AND A CHORD LENGTH OF 85.67 FEET FOR AN ARCH LENGTH OF 89.19 FEET; THENCE NORTH 88°15'27" EAST, A DISTANCE OF 121.19 FEET; THENCE SOUTH 76°47'01" EAST, A DISTANCE OF 172.08 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 165.00 FEET, A CHORD BEARING OF NORTH 52°16'48" EAST WITH A CHORD LENGTH OF 197.18 FOR AN ARC LENGTH OF 211.33 FEET; THENCE NORTH 87°32'27" EAST, 54.23 FEET; THENCE NORTH 2°26'20" EAST, A DISTANCE OF 159.85 FEET; THENCE SOUTH 87°45'11" EAST, 39.80 FEET; THENCE NORTH 2°26'22" E, A DISTANCE OF 119.96 FEET; THENCE NORTH 87°33'24" EAST, A DISTANCE OF 184.27 FEET TO THE POINT OF BEGINNING, CONTAINING 9.729 ACRES, MORE OR LESS.

EXHIBIT B

**PROPERTY MAP
VILLAS AT CREEKSIDE-PHASE 1
RURAL HOUSING INCENTIVE DISTRICT**



EXHIBIT C

ELIGIBLE COSTS FOR VILLAS AT CREEKSIDE-PHASE 1 RURAL HOUSING INCENTIVE DISTRICT

Category	Estimated Amount
Sewers, Streets, and Grading	\$750,000
Electric, Gas and Water Utilities	750,000
Engineering Design, Inspection, Surveying	150,000
Interest Expense and Banking Fees	250,000
Miscellaneous & City Expenses	75,000
Land Acquisition	<u>180,000</u>
Total	<i>\$2,155,000</i>

EXHIBIT D

CERTIFICATION OF SUBSTANTIAL COMPLETION FORM

The undersigned, on behalf of 3P Development Group, LLC, JMAC QOZ Business II, LLC and The Villas at Creekside, LLC (collectively the “Developer”), pursuant to **Section 4.4** of the Development Agreement dated as of January 12, 2021 (the “Development Agreement”) by and among the City of Pittsburg, Kansas, and the Developer, hereby certifies as follows. All capitalized terms used herein have the meaning attributable to such terms in the Development Agreement.

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

Dated: _____, 20____

3P DEVELOPMENT GROUP, LLC

By: _____
Authorized Member

JMAC QOZ BUSINESS II, LLC

By: _____
Authorized Member

THE VILLAS AT CREEKSIDE, LLC

By: _____
Authorized Member

EXHIBIT E

REQUEST FOR REIMBURSEMENT

City of Pittsburg, Kansas

Attention: City Administrator

You are hereby requested by the undersigned, an authorized representative of 3P Development Group, LLC, JMAC QOZ Business II, LLC and The Villas at Creekside, LLC (collectively the “Developer”) to disburse funds held by the City in the special revenue fund created pursuant the authority in K.S.A. 12-5250(b)(2)(A) for the Villas at Creekside-Phase 1 Development project (the “Fund”) and set forth in the Development Agreement between the City of Pittsburg, Kansas and the Developer for the Villas at Creekside-Phase 1 Rural Housing Incentive District dated January 12, 2021 (the “Agreement”) to reimburse expenditures made by the Developer for Eligible Costs (as defined in the Agreement) as described on and in the amounts set forth in the Schedules attached to this invoice and incorporated herein by this reference (the “Schedules”).

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

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

I further certify that such funds shall be disbursed to The Villas at Creekside, LLC, on behalf of the Developer, pursuant to **Section 5.1** of the Agreement.

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

Dated: _____, 20____

3P DEVELOPMENT GROUP, LLC

By: _____
Authorized Member

JMAC QOZ BUSINESS II, LLC

By: _____
Authorized Member

THE VILLAS AT CREEKSIDE, LLC

By: _____
Authorized Member

Invoice Reimbursement Schedule

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

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

Total Expenses \$ _____

Developer Signature

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

EXHIBIT F
DEVELOPMENT PLAN

EXHIBIT G
FUNDING AGREEMENT

**FUNDING AGREEMENT
(VILLAS AT CREEKSIDE-PHASE 1 RURAL HOUSING INCENTIVE DISTRICT)**

This Funding Agreement (“Agreement”) is entered into as of January 12, 2021, among the **CITY OF PITTSBURG, KANSAS** (“City”), **3P DEVELOPMENT GROUP, LLC**, an Arkansas limited liability company engaged in the business of development with its principal office located at 23620 Interstate 30, Bryant, Arkansas 72022, **JMAC QOZ BUSINESS II, LLC**, a Texas limited liability company engaged in the business of development with its principal office located at 911 Tanglewoods Lane, Pittsburg, Kansas 66762, and **THE VILLAS AT CREEKSIDE, LLC**, a Kansas limited liability company engaged in the business of development with its principal office located at 911 Tanglewoods Lane, Pittsburg, Kansas 66762 (collectively the “Developer”).

RECITALS

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

WHEREAS, the Developer is engaged in the business of development, and the Developer and the City anticipate negotiating and entering into a Development Plan and Agreement, whereby the Developer will develop certain real property by constructing an active adult community, with the first phase anticipated to include 29 luxury villas, consisting of 25 three-bedroom/two and a half-bathroom and 4 two-bedroom/two-bathroom units, outdoor recreational amenities, and all related internal infrastructure improvements at a proposed residential development on approximately 12-acres generally located at the 1700 block of East 4th Street (the “Project”); and

WHEREAS, Developer has entered into or anticipates entering into a real estate purchase contract to acquire the real property where the Project (and subsequent phases) will be developed and has requested the City create a rural housing incentive district pursuant to K.S.A. 12-5241 *et seq.* to finance all or a portion of the public infrastructure to serve the Project (the “Request”); and

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

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

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

AGREEMENT

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

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

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

C. If the City Commission approves the Request, to provide the necessary staff, legal, financial, planning and inspection assistance to prepare and negotiate a definitive agreement between the City and the Developer for the implementation of the Request and the development of the Project (the "Development Agreement");

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

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

3. Additional Funding.

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

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

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

5. Termination.

A. In the event the Developer fails to perform any of its obligations herein, the City may terminate this Agreement, and any other agreement between the parties, at its sole discretion if the Developer fails to cure the default within thirty (30) days after written notice to the Developer of

the default. Termination by the City for reasons of an uncured default by Developer shall also terminate any duties and obligations of the City with respect to the Development Agreement, any other agreements between the parties, and the processing of the Developer's Request. Upon such termination, the City shall retain the Deposit and Additional Funds, if any, necessary to reimburse the City for all reasonable expenses incurred under this Agreement to the date of termination and any monies due and owing to the City pursuant to any other agreements between the parties.

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

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

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

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

To the Developer:
3P Development Group, LLC
Attn: Dexter Pearson
P.O. Box 100207
Arlington, Virginia 22210

With a copy to:
City of Pittsburg
Attn: City Attorney
P.O. Box 1988
Pittsburg, Kansas 66762

The Villas at Creekside, LLC
Attn: Dexter Pearson
911 Tanglewoods Lane
Pittsburg, Kansas 66762

JMAC QOZ Business II, LLC
Attn: Dexter Pearson
911 Tanglewoods Lane
Pittsburg, Kansas 66762

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

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

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

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

CITY OF PITTSBURG, KANSAS

By: _____
Mayor

ATTEST:

By: _____
City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF CRAWFORD)

This instrument was acknowledged before me on January 12, 2021, by Chuck Munsell, Mayor, and Tammy Nagel, Clerk, of the City of Pittsburg, Kansas, a Kansas municipal corporation.

(SEAL)

Notary Public

Typed or Printed Name of Notary Public

My Appointment Expires:

3P DEVELOPMENT GROUP, LLC

By: _____
Dexter Pearson, Authorized Member

ACKNOWLEDGMENT

STATE OF _____)
) SS:
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2021, by Dexter Pearson, a duly authorized Managing Member of 3P Development Group, LLC, an Arkansas limited liability company, on behalf of said limited liability company.

(SEAL)

Notary Public

Typed or Printed Name of Notary Public

My Appointment Expires:

THE VILLAS AT CREEKSIDE, LLC

By: _____
Dexter Pearson, Authorized Member

ACKNOWLEDGMENT

STATE OF _____)
) SS:
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2021, by Dexter Pearson, a duly authorized Managing Member of The Villas at Creekside, LLC, a Kansas limited liability company, on behalf of said limited liability company.

(SEAL)

Notary Public

Typed or Printed Name of Notary Public

My Appointment Expires:

JMAC QOZ BUSINESS II, LLC

By: _____
Authorized Member

ACKNOWLEDGMENT

STATE OF _____)
) SS:
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2021, by _____, a duly authorized Managing Member of JMAC QOZ Business II, LLC, a Texas limited liability company, on behalf of said limited liability company.

(SEAL)

Notary Public

Typed or Printed Name of Notary Public

My Appointment Expires:

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: CAMERON ALDEN
Public Works Director

DATE: January 6, 2021

SUBJECT: Agenda Item – January 12, 2021
Ordinance No. G-1317 Approving Changes to Article 2 of the Subdivision Regulations

At the request of the Governing Body, the Planning Commission/Board of Zoning Appeals reviewed proposed changes to Article 2 of the Subdivision Regulations for the City of Pittsburg. The proposed changes modernized the regulations to reflect the use of digital media over paper copies, clarified the ability to submit Preliminary and Final plats at the same time, and other clarifying edits. The Planning Commission/Board of Zoning Appeals reviewed the proposed changes during their October 26, 2020 meeting and unanimously recommended approval by the Governing Body. The attached Ordinance No. G-1317 reflects the recommended changes to Article 2 of the Subdivision Regulations.

In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, January 12, 2021. Action being requested for the Governing Body to is to approve or disapprove Ordinance No. G-1317 and, if approved, authorize the Mayor to sign the Ordinance on behalf of the City.

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

Attachment: Ordinance No. G-1317

(Published in The Morning Sun _____, 2020)

ORDINANCE NO. G-1317

AN ORDINANCE amending Sections 2-102, 2-103, 2-104 and 2-105 of the Pittsburg City Code to update and streamline the uniform procedures and platting requirements for subdivisions including the pre-platting conference, preliminary plat, final plat and short form plat.

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

Section 1. Section 2-102 of the Pittsburg City Code is amended to read as follows:

Section 2-102. Platting Conference.

Any person desiring to subdivide land shall be required to attend a pre-platting conference with the Zoning Administrator as a first step to filling an application for any plat.

The purpose of the pre-platting conference is to inform the city staff of possible future subdivisions so that the staff may determine and inform the applicant of the effect, feasibility and compatibility of the proposal in relation to Pittsburg's utility and street system and any City development policies and plans. The conference enables the staff to inform owners and their agents of the general conformance or nonconformance of the subdivision proposal with this Ordinance, identify additional requirements for further processing of the proposal, and to advise them of applicable zoning provisions or conflicts and special design considerations present by particular environmental features on or affecting the site (i.e. flood plains, excessive slope areas, soil problems, high water tables, etc.)

The landowner or representative may, if they deem it desirable, prepare a schematic drawing of the proposed subdivision in order to receive any pre-plat comments of the staff.

In addition to the Zoning Administrator and representatives of the owner(s) intending to subdivide the land, principal participants involved in the pre-platting conference may include representatives of the Pittsburg Public Works Department and other persons and agencies as applicable. No verbal, written or schematically illustrated statements made during the course of

the conference shall be held as legally binding or construed in any way as granting or assuring approval of the proposed subdivision since the Governing Body has final authority on all subdivision plats upon action from the Planning Commission.

Section 2. Section 2-103 of the Pittsburgh City Code is amended to read as follows:

Section 2-103. Preliminary Plat.

1. **Application:** A subdivision application form and copy of the preliminary plat shall be filed with the Zoning Administrator and shall be submitted digitally. The appropriate fee shall be paid upon filing the application.
2. **Preliminary Plat Contents:** The following information shall be shown on the preliminary plat or attached thereto:
 - a. Items Pertaining to the Title:
 - (1) The name of the proposed subdivision.
 - (2) Location of the subdivision by reference to a section corner.
 - (3) The name(s) and address(es) of the owner(s)/developer(s) and the licensed land surveyor who prepared the plat.
 - (4) North arrow.
 - (5) Date prepared and scale of the drawing(s). The preliminary plat shall be drawn to a scale of not less than 1"=200'; however, with special conditions and prior approval of the Zoning Administrator, this scale may be exceeded.
 - (6) The legal description of the entire dimensions of the subdivision.
 - b. Items Pertaining to the Subject Property (Existing):
 - (1) All of the land to be platted as well as all platted or unplatted adjacent properties within 200 feet shall be shown. The boundary of the platted area shall be accurately indicated by a heavy solid line.
 - (2) Existing contours with the contour intervals not more than 2 feet. All elevations and contours shall be related to city datum.
 - (3) The location, width and names of all existing platted or private streets or other public ways within or adjacent to the tract, together

with easements, railroad and utility rights-of-way, parks and other significant features such as city boundary lines and monuments.

(4) Environmental features including the location and direction of drainage and drainage channels, and areas subject to flooding by the Intermediate Regional Flood (100-year flood).

(5) All airports, sanitary landfills, feedlots or other similar uses located within two miles of the proposed plat shall be shown on a vicinity map.

c. Items Pertaining to the Plat (Proposed):

(1) Layout of streets with general dimensions and their relationship to adjoining or projected streets or roadways.

(2) Intended layout, numbers and dimensions of lots.

(3) Parcels of land intended to be dedicated or reserved for parks, schools, or other public use, or to be reserved for the use of property owners within the subdivision.

(4) Location and type of utilities, including the approximate location of extensions of any sanitary sewers, storm sewers, and water mains.

(5) Utility and other easements indicating width and purpose.

(6) Vicinity sketch with indicates the relationship between the proposed subdivision and surrounding properties within 1,000 feet, showing streets and other features.

3. **Application Complete:** Upon receipt of the preliminary plat and supporting data required in this Section, the Zoning Administrator shall certify the application as complete and affix the date of application acceptance on the plat or application form. The Zoning Administrator shall then place the preliminary plat on the agenda for consideration at the first available meeting of the Planning Commission.

4. **General City Staff and Utility Review:** The Zoning Administrator shall distribute copies of the preliminary plat to the appropriate Pittsburg city departments and agencies and the affected utility companies for review and comment. All general staff and utility review comments shall be coordinated by the Zoning Administrator and shall be forwarded along with a report and recommendation to the Planning Commission.

5. **Planning Commission Review and Action:** The Planning Commission shall review the preliminary plat for compliance with the provisions of this Ordinance. After reviewing the preliminary plat, hearing comments from concerned citizens, and considering the review by the Zoning Administrator, the Planning Commission shall take action on the acceptance, modification or rejection of the preliminary plat. Upon approval of the preliminary plat, if requested by the developer, the Planning Commission may immediately consider the final plat as described in Section 2-104. The Zoning Administrator shall forward a statement of the action taken by the Planning Commission to the Governing Body.
6. **Effect of Approved Preliminary Plat:** Approval of the preliminary plat does not constitute final acceptance of the subdivision by Pittsburgh. It establishes the overall layout and design of the proposed subdivision. The applicant shall file a final plat application along with the required documents described in Section 2-104 within three (3) years of the approval of the preliminary plat by the Planning Commission and/or Governing Body. Upon failure to do so within the time specified, approval of the preliminary plat is null and void, unless an extension of time, limited to (6) months, is applied for by the developer and granted by the Planning Commission. An extension shall be granted only once.

Section 3. Section 2-104 of the Pittsburgh City Code is amended to read as follows:

Section 2-104. Final Plat.

1. **Application:** The final platting process is intended to provide a complete surveyed drawing of the subdivision for the purpose of providing a legal record of lots, streets, areas for dedication and easements for future reference and transactions. The final plat submitted may be for all of the property approved in the preliminary plat or may be for only a portion or “phase” thereof. The applicant shall file digital copies of the final plat with the Zoning Administrator along with the additional information required herein. Said final plat shall be prepared by a registered land surveyor, and so sealed. One (1) original final plat in digital format shall be submitted to the Zoning Administrator at least ten (10) days prior to the Planning Commission meeting. Said original final plat shall be formatted so that it can be clearly and legibly drawn at a scale of 1” = 100’ upon mylar at a size of 24” x 36”, and shall contain the information requested herein.
2. **Final Plat Contents:** The following information shall be shown on the final plat and attached thereto:
 - a. Items to be Included on the Final Plat:

- (1) The lines and names of all proposed streets or other ways or easements, and other open spaces intended to be dedicated for public use or granted for use of inhabitants of the subdivision.
- (2) Lines and names of all adjoining streets within 200 feet.
- (3) The length of all straight lines, deflection angles, and radii, arcs and central angles of all curves, along the center line and the property lines of each street. All dimensions along the lines of each lot with the true bearings and angles of intersection which they make with each other, and also any other data necessary for the location of any lot line in the field. If more convenient, calculated bearings may be used instead of angles.
- (4) The location of all building setback lines.
- (5) Suitable primary control points, approved by the City Engineer, or descriptions and "ties" to such control points, to which all dimensions, angles, bearings, and similar data given on the plat shall be referred. All dimensions shall be shown in feet and decimals of a foot.
- (6) Location and elevation of a permanent bench mark.
- (7) The location of all permanent monuments with the distance between them, and sufficient curve data plainly marked. These monuments shall be located at all block corners
- (8) Date of preparation, title, north point, and scale shall be included. The title shall include the name of the subdivision under which it is to be recorded. The north point may indicate either the magnetic or true north and shall be so designated on the plat.
- (9) The boundary of the subdivided tract with courses and distances marked thereon which shall be determined by survey in the field, which shall be balanced and closed, made by a qualified engineer or surveyor. The error of closure for a perimeter distance having a length of 10,000 feet or more shall not be more than one (1) in 20,000. For perimeter distances less than 10,000 feet in length, the error of closure shall not be more than one (1) in 10,000.
- (10) An identification system for all lots and blocks, and the area in square feet of each lot.
- (11) The certification of the land surveyor making the plat, his seal and signature.
- (12) The acknowledgement of a notary.

(13) A certification of the Planning Commission showing its approval to the plat.

(14) The approval of the Governing Body.

(15) The certificate of the Register of Deeds.

(16) Title insurance certification or a certificate of title prepared by a competent attorney showing that the proposed subdivider owns all the property within the plat in fee, and that it is free from encumbrances and liens; but if encumbered, the mortgagee shall be required to consent to the plat.

(17) Statement by the owner dedicating streets, rights-of-way, and any sties for public use.

(18) Such other certificates, affidavits, endorsements, or dedications as may be required by the Planning Commission in the enforcement of this Ordinance.

(19) Purpose for which sites, other than residential lots, are dedicated or reserved.

(20) Marginal lines encircling the sheet. All lettering, signatures and seals shall be within this margin.

(21) Legal description of the subdivision.

(22) In the event the proposed subdivision is outside the city limits of the City of Pittsburg, but within the three (3) mile limit of jurisdiction, it will also be required to include a certificate showing the approval of the Board of County Commissioners of Crawford County, Kansas.

3. **Application Complete:** Upon receipt of the final plat, engineering drawings and certification documents required in this Section, the Zoning Administrator shall certify the final plat application as complete. He shall then place the final plat on the agenda for consideration at the next regular meeting of the Planning Commission which is held no less than 10 days after said application or no more than 60 days thereafter.
4. **General City Staff and Utility Review:** The Zoning Administrator shall transmit copies of the final plat, along with the other documents submitted, to the appropriate Pittsburg city departments and agencies, and utility companies as the Administrator deems necessary for review and to assure compliance with the approved preliminary plat. The Zoning Administrator

shall serve as final plat coordinator and all review comments shall be directed to such person and forwarded to the Planning Commission along with a report and recommendation.

5. **Planning Commission Review and Action:** The planning Commission shall review the final plat for compliance with the approved preliminary plat and for completion of all final platting requirements. After consideration, the Planning Commission shall either recommend to the Governing Body to approve or deny the final plat or table for additional information. The Zoning Administrator shall forward a statement of the action taken by the Planning Commission together with the minutes and the original and digital copies of the final plat to the Governing Body.
6. **Governing Body Review and Action:** Upon recommendation from the Planning Commission, the Governing Body shall take action to approve or disapprove the final plat including the acceptance of street and other public way dedications, service and utility easements, and land dedicated for other public use.
7. **Recording of Final Plat:** The final plat shall be recorded and filed with the Register of Deeds of Crawford County, Kansas, after approval of the final plat by the Governing Body as required by State law.

Section 4. Section 2-105 of the Pittsburg City Code is amended to read as follows:

Section 2-105. Short-Form Plat.

1. **Application:** A short-form plat procedure is included within this Ordinance for the purpose and intent of providing a means of approving a subdivision of land that contains four lots or less and, in all other respects, meets the requirements of this Ordinance. The submission and approval of a preliminary plat is not required as a prerequisite for a short-form plat approval. If the proposed subdivision qualifies for a short-form plat, the applicant shall file a digital copy of the plat with the Zoning Administrator along with the additional information required herein.
2. **Short-Form Plat Contents:** Said original final plat shall be formatted so that it can be clearly and legibly drawn at a scale of 1" = 100' upon mylar at a size of 24" x 36", and shall contain the information required herein. Except for the above requirement, a short-form plat must meet all of the requirements necessary for the approval of a final plat as stated herein.
3. **Short-Form Plat Review and Action:** The review and approval procedures for a short-form plat are the same as specified herein for a final plat.

Section 3. This Ordinance shall take effect upon its passage and publication in the official city paper.

PASSED AND APPROVED this _____ day of _____, 2020.

Chuck Munsell - Mayor

ATTEST:

Tammy Nagel - City Clerk

(Published in the Morning Sun on _____, 2021)

ORDINANCE NO. G-1318

AN ORDINANCE AMENDING SECTIONS 2-331 AND 2-332 OF THE PITTSBURG CITY CODE CREATING THE NON-DISCRIMINATION ORDINANCE, PROHIBITING DISCRIMINATION IN EMPLOYMENT, HOUSING, AND PUBLIC ACCOMMODATIONS, AND CREATING SECTIONS 2-333, 2-334, AND 2-335 TO THE PITTSBURG CITY CODE.

Section 1. Whereas, the City of Pittsburg is a community that respects and actively seeks to welcome and protect all those who reside, visit, or do business in our community; and

Section 2. Whereas, the governing body finds that providing protection against discrimination contributes to the creation of a diverse, welcoming, and prosperous community that promotes harmony, mutual respect, and the health, safety, and welfare of the citizens of Pittsburg; and

Section 3. Whereas, the governing body finds that discrimination based on age, race, religion, color, sex, sexual orientation, national origin or ancestry, gender identity, disability, military status, genetic information, marital status, or familial status is wrongful discrimination and inconsistent with the community's goals and values; and

Section 4. Whereas, local, state, and federal laws provide protection against discrimination against protected classes of individuals in housing, employment and public accommodations, and such laws provide a complaint and enforcement process for parties who allege discrimination in violation of local, state, or federal law; and

Section 5. Whereas, federal law and the Kansas Human Relations Commission have included sexual orientation and gender identity as protected classes from discrimination in employment, housing, and public accommodations; and

Section 6. Whereas, the City of Pittsburg desires to extend the law to prohibit discrimination and retaliation based upon sexual orientation and gender identity, giving these characteristics the same protection state and federal law already consistently provide with respect to age, race, religion, color, sex, national origin or ancestry, disability, military status, genetic information, marital status, and familial status, and to provide a complaint and enforcement process to effectuate such protection.

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

Section 1. Section 2-331 is hereby amended to read as follows:

2-331. – Definitions

Complainant means a person who has been or is being subject to discrimination in violation of this ordinance or state and federal laws.

Days means calendar days. If a deadline falls on a day City hall is not open (i.e. a weekend, a holiday recognized by the City, emergency closure) the deadline will be extended to the day City hall is open.

Employee means any individual employed by an employer, but does not include any individual employed by such individual's parents, spouse, or child or in the domestic service of any individual. Employee also does not include an independent contractor.

Employer means any individual or entity (i.e. corporation, partnership, limited liability company, association, labor organization, mutual company, joint-stock company, trust, unincorporated organization) employing four or more employees, the City of Pittsburgh (including all departments, boards, agencies), and any City contractor. For purposes of this article, no religious organization or non-profit fraternal or social association/ corporation shall be considered to be an employer.

Nonprofit fraternal or social association/corporation means an association or corporation that meets all of the following requirements: (1) it is organized in good faith for social or fraternal purposes; (2) membership entails the payment of bona fide initiation fees or regular dues; (3) there exists a regularly established means of self-government by the members; (4) there is a regularly established means of and criteria for admitting members and for expulsion of members by the existing membership or by their duly elected or appointed delegates; and (5) it is not operated, directly or indirectly for purposes of profit for any individual or groups of individuals other than the membership as a whole.

Place of public accommodation shall include every establishment within the City of Pittsburgh that is open to the public and offers any product, service, or facility. The term "place of public accommodation" shall include, but not be limited to, all taverns, hotels, motels, restaurants or any place where food or beverages are sold, retail and wholesale establishments, hospitals, theaters, motion picture houses, museums, bowling alleys, golf courses, parks, and all public transportation and terminals or stations thereof.

The term "place of public accommodation" shall not, however, include: (1) a religious organization; (2) any hotel, motel, restaurant or theater operated by a nonprofit fraternal or social association/corporation that restricts its facilities and services to the members of such group and their guests; or (3) any nonprofit fraternal or social association/corporation, or bona fide civic, political, or religious organization, when the profits of such association/corporation or organization, above reasonable and necessary expenses, are solely for its benefit or mission.

Religious organization means a church, mosque, synagogue, temple, nondenominational ministry, interdenominational and ecumenical organization, mission organization, faith-based social agency, or other entity principally devoted to the study, practice, or advancement of religion.

Rent means to lease, to sublease, to let, or otherwise to grant for a consideration the right to occupy premises not owned by the occupant.

Rental housing means any real property, consisting of one or more dwelling units, to include rental homes, duplexes, loft units and apartment complexes within the City limits of Pittsburgh. It shall not include the actual residence occupied by a homeowner, nor any real property owned or operated by a religious organization, or nonprofit fraternal or social association/corporation.

Respondent means the individual or entity against whom a complaint alleging

discrimination or retaliation has been filed with the City.

Retaliation means personally or getting others to participate in bullying, coercing, defaming or slandering, threatening, intimidating, disciplining or firing, interfering with work assignments, wages, work tools and work space, creating a hostile work environment targeting the complainant, or harming a complainant or their family in any way for the purpose of getting them to withdraw a complaint or punishing them for filing a discrimination complaint against the respondent.

Section 2. Section 2-332 is hereby amended to read as follows:

2-332. – Human Relations Commission

(a) *Creation; composition; terms.* There is hereby created a Human Relations Commission (HRC) for the City. It shall consist of nine members, serving without compensation. Such members shall be drawn from diverse segments of the public and to be selected for their wisdom, ability and broad perspective and not for the purpose of representing any specific group. The members of the current HRC shall continue to serve for the term for which they were appointed. Upon the expiration of the term of any member, the Governing Body shall reappoint that member or some other qualified individual to a three-year term; provided, however, that no member shall serve more than two consecutive terms. Any member may be removed by the Governing Body for failure to attend three consecutive regular meetings of such HRC.

(b) *Officers; committees; how chosen.* The HRC at each annual meeting shall elect from its membership a chairperson, vice-chairperson and a second vice-chairperson. The chairperson, vice-chairperson and second vice-chairperson shall have and perform such duties as are commonly associated with their respective titles. The officers of the HRC shall be and constitute the executive committee thereof which shall exercise such powers between its regular meetings as may be authorized by the HRC. The HRC shall be further authorized to appoint and fix the membership of standing and temporary committees as it may find expedient for the performance of its duties.

(c) *Meetings; regular and special.* The Human Relations Commission shall meet at least quarterly at such time and place as shall be fixed by the HRC by its standing rules. Special meetings shall be called by the chairperson, first or second vice-chairperson, or upon request of a majority of the members of the HRC. Such calls for special meetings shall state the purposes for such special meetings, and notice shall be given at least 24 hours before the time of the meeting so called. The calls shall be read and entered into the minutes of such special meeting, and no business shall be transacted except that stated in the call for such special meeting. The HRC shall prepare its own agenda for all meetings and establish its own rules of order and publish the same in its bylaws.

(d) *Function.* The functions of the HRC shall be:

(1) To foster, through education and persuasion, mutual understanding and respect among all persons in the City, regardless of race, color, age, sex, religion, disability, ancestry, national origin, gender identity, sexual orientation, or in housing by reason of familial status.

(2) To encourage equality of treatment for and prevent discrimination against any person on account of race, color, age, sex, religion, disability, ancestry, national origin, gender identity, sexual orientation, or in housing by reason of familial status.

(3) To receive discrimination complaints filed by individuals alleging that they have been discriminated against in employment and public accommodations due to race, color, age, sex, religion, disability, ancestry, national origin, gender identity, sexual orientation, or in housing by

reason of familial status; to refer Complainants to appropriate State or Federal agencies to file complaints, and prepare a report of complaint to be kept on file with the City clerk as a matter of public record.

(4) To cooperate with governmental and nongovernmental agencies and organizations having like or kindred function.

(e) *Powers and duties.* The powers and duties of the HRC shall be:

(1) To work together with federal, state and City agencies in developing courses of instruction, for presentation to various groups and organizations and in public and private schools, public libraries, and other suitable places, on techniques for achieving harmonious intergroup relations within the City.

(2) To enlist the cooperation of racial, religious, and ethnic groups, community organizations, labor organizations, fraternal and benevolent associations and other groups in the City, in programs and campaigns devoted to eliminating group prejudice, intolerance, bigotry, and discrimination.

(3) To study and make recommendations concerning the problems of prejudice, intolerance, bigotry, and discrimination, and the disorder occasioned thereby, in all or any fields of human relationships.

(4) To issue publications and research designed to promote good will and to minimize or eliminate prejudice, intolerance, bigotry, discrimination, and the disorder occasioned thereby.

(5) To submit an annual report to the Governing Body.

(f) *Staff.* The Governing Body may appoint an executive secretary and other necessary staff and provide compensation for such services as may be authorized in the annual City budget.

Section 3. Section 2-333 is hereby created to read as follows:

2-333. – Declaration of Policy

(a) The right of an otherwise qualified individual to be free from discrimination because of that individual's age, race, religion, color, sex, sexual orientation, national origin or ancestry, gender identity, disability, military status, genetic information, marital status, or familial status is hereby recognized. This right shall include, but not be limited to, any of the following:

1. The right to pursue and hold employment and the benefits associated therewith without wrongful discrimination.
2. The right to the full enjoyment of any of the services, advantages, or privileges of any place of public accommodation without wrongful discrimination.
3. The right to engage in property transactions, including obtaining housing for rent or sale and credit therefor, without wrongful discrimination.
4. The right to exercise any right granted under this ordinance without retaliation. (b) To protect these rights, it is hereby declared to be the purpose of this article to extend the law to prohibit discrimination and retaliation based upon age, race, religion, color, sex,

sexual orientation, national origin or ancestry, gender identity, disability, military status, genetic information, marital status, or familial status, and to provide a local process for the acceptance, investigation, and resolution of complaints of discrimination and retaliation arising hereunder.

Section 4. Section 2-334 is hereby created to read as follows:

2-334. – Unlawful Practices

(a) **Employment.** It shall be an unlawful discriminatory practice for an employer, because of the age, race, religion, color, sex, sexual orientation, national origin or ancestry, gender identity, disability, military status, genetic information, marital status, or familial status of any individual to refuse to hire or employ such individual, to bar or discharge such individual from employment, or to otherwise discriminate against such person in compensation or in terms, conditions, or privileges of employment; to limit, segregate, separate, classify, or make any distinction in regards to employees; or to follow any employment procedure or practice which, in fact, results in discrimination, or segregation without a valid business necessity. Such complaints will be referred to the State of Kansas Human Rights Commission (KHRC), part of the Equal Employment Opportunity Commission (EEOC). To file a complaint, call 1-785-296-3206, email khrc@ink.org, or visit: <https://www.surveymonkey.com/r/IntakeQuestionnaire-11-2016>.

(b) **Housing.** It shall be an unlawful discriminatory practice for an individual or entity to discriminate against any individual in the terms, conditions, or privileges of sale or lease of real property or lease of rental housing, or in the provision of services or facilities in connection therewith, because of an individual's age, race, religion, color, sex, sexual orientation, national origin or ancestry, gender identity, disability, military status, genetic information, marital status, or familial status, or to discriminate against any individual in such individual's use or occupancy of rental housing because of associating with any person(s) of the above-named protected classes. Such complaints will be referred to the U.S. Department of Housing and Urban Development (HUD). To file a complaint, visit: https://www.hud.gov/program_offices/fair_housing_equal_opp/online-complaint, call the Housing Discrimination Hotline: 1 (800) 669-9777, or email HUD-PIHRC@tngusa.net.

(c) **Public Accommodation.** It shall be an unlawful discriminatory practice for the owner, operator, lessee, manager, agent, or employee of any place of public accommodation to refuse, deny, or make a distinction, directly or indirectly, in offering its goods, services, facilities, privileges, advantages, and accommodations to any individual because of an individual's age, race, religion, color, sex, sexual orientation, national origin or ancestry, gender identity, disability, military status, genetic information, marital status, or familial status. To file a complaint, contact the Civil Rights Division of the Department of Justice at 1 (202) 514-3847, or visit: <https://civilrights.justice.gov/#report-a-violation> or file a complaint with the Kansas Attorney General Consumer Protection Division: <https://ag.ks.gov/complaint-center/consumer/consumer-investigation-request>

Nothing in this article shall:

(1) prohibit an employer from requiring an employee, during the employee's hours at work,

to adhere to reasonable dress or grooming standards not prohibited by other provisions of federal, state, or local law. It will be considered wrongful discrimination to prohibit employees from wearing natural hairstyles or head coverings associated with race or religion.

- (2) prohibit a religious organization from limiting the sale, rental, or occupancy of real property which it owns or operates for other than a commercial purpose to persons of the same religion, or from giving preference to such persons. Nor shall anything in this article prohibit a nonprofit fraternal or social association/corporation in fact not open to the public, which as an incident to its primary purpose or purposes provides lodgings that it owns or operates for other than a commercial purpose, from limiting the rental or occupancy of such lodgings to its members or from giving preference to its members.
- (3) be construed to prohibit an employer from requiring its employees, as a condition of employment, to utilize the employer's established internal human resource procedure(s) to address any allegation of discrimination or retaliation in the workplace. The fact that an employer requires an employee to utilize such procedure(s) to address any allegation of discrimination or retaliation in the workplace shall not, in itself, be deemed a violation of this article. However, completion of the employer's procedures is not a pre-requisite to filing a complaint with the City, and an employee may simultaneously file a complaint with the City as provided in this ordinance.
- (4) be construed to require any entity subject to this article to make changes to any existing facility requiring a building permit, except as otherwise required by law (Americans with Disabilities Act).

Section 5. Section 2-335 is hereby created to read as follows:

Sec. 2-335. – Enforcement

- a.) **Filing a Complaint.** A person who believes they have been or is being subject to discrimination in violation of this ordinance, hereafter referred to as the Complainant, may file a written complaint with the Human Relations Commission (HRC) City Staff Member as set forth in this article.
 1. The complaint must be filed within 60 days of the alleged discriminatory act. If a pattern of repeated discriminatory practice is alleged, the Complainant must file the complaint within 180 days of the last act giving rise to the complaint.
 2. If alleged discrimination has happened to a minor child or disabled person under the care of a parent or legal guardian, the person's parent, legal guardian or attorney may submit the complaint on their behalf by completing and signing the form provided by the City.
 3. The complaint form shall state the names and contact information of the aggrieved

individual(s), the individual(s) and/or entity/entities alleged to have committed the unlawful discriminatory practice(s), a description of the alleged unlawful conduct and all other information as may be required. There shall be no fee for filing a complaint.

4. Upon receipt, the HRC City Staff member will review the complaint, and if necessary, contact the Complainant to obtain any information that is missing. For alleged discrimination that violates an existing State or Federal law, the staff member will refer the complaint to the appropriate agency and notify the Complainant and HRC of such action.
5. Within **10 days** of receiving the complaint, the HRC will review and send a copy of the complaint to the person(s) charged with unlawful discrimination, hereafter referred to as the Respondent, along with a copy of the City's non-discrimination ordinance.

This Ordinance shall be in full force and effect from and after its passage, approval, and publication as provided by law.

PASSED AND APPROVED by the City Commission this _____ day of _____, 2021.

Chuck Munsell, Mayor

ATTEST:

Tammy Nagel, City Clerk

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

ORDINANCE NO. G-1319

AN ORDINANCE amending Section 6-74 of the Pittsburg City Code to remove non-residency as a disqualification for issuance of a cereal malt beverage license.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF PITTSBURG,
KANSAS:

Section 1. Section 6-74 of the Pittsburg City Code is hereby amended to read as follows:

Sec. 6-74. Applicant disqualification.

- (1) A person who is not a citizen of the United States.
- (2) A person who is not of good character and reputation in the community in which he resides.
- (3) A person who, within two years immediately preceding the date of application, has been convicted of a felony or any crime involving moral turpitude, or has been adjudged guilty of drunkenness or driving a motor vehicle while under the influence of intoxicating liquor or the violation of any other intoxicating liquor law of any state or of the United States.
- (4) A partnership, unless all the members of the partnership shall otherwise be qualified to obtain a license.
- (5) A corporation if any manager, officer or director thereof, or any stockholder owning in the aggregate more than 25 percent of the stock of such corporation would be ineligible to receive a license hereunder for any reason.
- (6) A corporation, if any manager, officer or director thereof, or any stockholder owning in the aggregate more than 25 percent of the stock of such corporation, has been an officer, manager or director, or a stockholder owning in the aggregate more than 25 percent of the stock, of a corporation which:
 - a. Has had a retailer's license revoked under K.S.A. 41-2708 and amendments thereto; or
 - b. Has been convicted of a violation of the Drinking Establishment Act or the cereal malt beverage laws of this state.
- (7) A person whose place of business is conducted by a manager or agent unless such manager or agent possesses the same qualifications required of the licensee.

- (8) A person whose spouse would be ineligible to receive a retailer's license for any reason other than age, except that this subsection (8) shall not apply in determining eligibility for a renewal license.

Section 2. This Ordinance shall take effect upon its passage and publication in the official city newspaper.

PASSED AND APPROVED BY THE GOVERNING BODY ON THIS ____ DAY OF _____, 2021.

Mayor-Chuck Munsell

ATTEST:

Tammy Nagel - City Clerk