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**CITY OF PITTSBURG, KANSAS**  
**COMMISSION AGENDA**  
**Tuesday, February 23, 2021**  
**5:30 PM**

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**CALL TO ORDER BY THE MAYOR:**

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

**CONSENT AGENDA:**

- a. Approval of the February 9, 2021, City Commission Meeting minutes.
- b. Approval of Ordinance No. G-1320, amending Section 78-116 of the Pittsburg City Code to prohibit parking on the west side of North Tucker Avenue from the south side of the intersection of North Tucker Avenue and East 4th Street to the north side of the intersection of North Tucker Avenue and East 10th Street, and authorization for the Mayor to sign the Ordinance on behalf of the City.
- c. Approval of final payment to Mission Construction Co., Inc., of St. Paul, Kansas, in the amount of \$19,647.63 for the East 14th Street Bridge Replacement Project.
- d. Approval of the Appropriation Ordinance for the period ending February 23, 2021, subject to the release of HUD expenditures when funds are received.

**ROLL CALL VOTE.**

**PUBLIC HEARING:**

- a. PUBLIC HEARING - The City of Pittsburg advertised for a Public Hearing to be held on Tuesday, February 23, 2021, at 5:30 p.m. to receive public comment on the establishment of the Villas at Creekside - Phase I Rural Housing Incentive District (RHID) and the adoption of Ordinance No. S-1077, establishing a Rural Housing Incentive District (RHID) within the City and adopting a plan for the development of housing and public facilities in such district, and making certain findings in conjunction therewith. **Following Public Hearing, adopt Ordinance No. S-1077 and authorize the Mayor to sign the necessary documents on behalf of the City.**

**CITY OF PITTSBURG, KANSAS**  
**COMMISSION AGENDA**  
**Tuesday, February 23, 2021**  
**5:30 PM**

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**CONSIDER THE FOLLOWING:**

- a. VILLAS AT CREEKSIDE - PHASE 1 RURAL HOUSING INCENTIVE DISTRICT (RHID) - Consider the recommendation of the Economic Development Advisory Committee (EDAC) to provide JMAC QOZ Business II, LLC, up to \$250,000 to support infrastructure improvements for the Villas at Creekside – Phase 1 Rural Housing Incentive District (RHID) in which JMAC QOZ Business II, LLC, will design and build the road, and be reimbursed 2/3 of the cost upon completion of the road, with the remaining 1/3 reimbursed upon completion of Phase I of the project, and to provide a loan in the amount of \$750,000 to JMAC QOZ Business II, LLC, to be repaid over five years at 1% interest beginning in 2022. **Approve or disapprove the recommendation and, if approved, authorize the Mayor to sign the necessary documents on behalf of the City.**

**NON-AGENDA REPORTS & REQUESTS:**

**ADJOURNMENT**

OFFICIAL MINUTES  
OF THE MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
February 9, 2021

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A Regular Session of the Board of Commissioners was held at 5:30 p.m. on Tuesday, February 9<sup>th</sup>, 2021, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor Chuck Munsell presiding and the following members present: Cheryl Brooks, Larry Fields, Dawn McNay and Patrick O'Bryan.

Mayor Munsell led the flag salute.

PUBLIC INPUT - INVOCATION – Pete Mayo, on behalf of Via Christi Health, provided an invocation.

PUBLIC INPUT – CITY HALL KIOSK - Larry Fields, 1704 North Locust, stated that he recently had the opportunity to make a utility payment using the newly installed kiosk at City Hall. Mr. Fields indicated that the kiosk is easy to use and is available for citizens twenty-four hours a day, seven days a week.

2019 CAFR AWARD – Director of Finance Larissa Bowman announced that the City has received the 2019 Certificate of Achievement for Excellence in Financial Reporting (CAFR).

APPROVAL OF MINUTES – On motion of O'Bryan, seconded by Fields, the Governing Body approved the January 26<sup>th</sup>, 2021, City Commission Meeting minutes as presented. Motion carried.

JUVENILE CORRECTIONS ADVISORY BOARD APPOINTMENT – On motion of O'Bryan, seconded by Fields, the Governing Body approved the request submitted by Angie Hadley, Program Coordinator for the Restorative Justice Authority of Crawford County, to appoint Bill Howell to a first three-year term as a member of the Juvenile Corrections Advisory Board (JCAB). Motion carried.

SURPLUS PROPERTY DECLARATION – On motion of O'Bryan, seconded by Fields, the Governing Body approved staff request to declare certain City assets as surplus and authorized staff to dispose of said assets through the online auctioning services of Purple Wave, Inc. Motion carried.

TAX ABATEMENT – MILLER'S INC. – On motion of O'Bryan, seconded by Fields, the Governing Body approved the recommendation of the Economic Development Advisory Committee (EDAC) to grant a 2021 tax abatement renewal to Millers, Inc. (Docket #2013-5552-EDX). Motion carried.

TAX ABATEMENT – MILLER'S INC. – On motion of O'Bryan, seconded by Fields, the Governing Body approved the recommendation of the Economic Development Advisory Committee (EDAC) to grant a 2021 tax abatement renewal to Millers, Inc. (Docket #2016-2286-EDX). Motion carried.



OFFICIAL MINUTES  
OF THE MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
February 9, 2021

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TAX ABATEMENT – MILLER'S INC. – On motion of O'Bryan, seconded by Fields, the Governing Body approved the recommendation of the Economic Development Advisory Committee (EDAC) to grant a 2021 tax abatement renewal to Millers, Inc. (Docket #2017-833-EDX). Motion carried.

TAX ABATEMENT - PINAMONTI PHYSICAL THERAPY – On motion of O'Bryan, seconded by Fields, the Governing Body approved the recommendation of the Economic Development Advisory Committee (EDAC) to grant a 2021 tax abatement renewal to Pinamonti Physical Therapy (Docket #2015-1858-IRBX). Motion carried.

TAX ABATEMENT – KENDALL PACKAGING CORPORATION – On motion of O'Bryan, seconded by Fields, the Governing Body approved the recommendation of the Economic Development Advisory Committee (EDAC) to grant a 2021 tax abatement renewal to Kendall Packaging Corporation (Docket #2018-334-IRBX). Motion carried.

TAX ABATEMENT – DHARMA PROPERTIES, LLC – On motion of O'Bryan, seconded by Fields, the Governing Body approved the recommendation of the Economic Development Advisory Committee (EDAC) to grant a 2021 tax abatement renewal to Dharma Properties, LLC (Docket #2018-595-IRBX). Motion carried.

TAX ABATEMENT - RALLISON, LP – On motion of O'Bryan, seconded by Fields, the Governing Body approved the recommendation of the Economic Development Advisory Committee (EDAC) to grant a 2021 tax abatement renewal to Rallison, LP (Docket #2020-1262-EDX). Motion carried.

APPROPRIATION ORDINANCE – On motion of O'Bryan, seconded by Fields, the Governing Body approved the Appropriation Ordinance for the period ending February 9<sup>th</sup>, 2021, 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.

PUBLIC HEARING – PROPERTY TAX ABATEMENT – E & J INVESTMENTS, LLC – Following Public Hearing, on motion of Munsell, seconded by Fields, the Governing Body approved the request for a property tax abatement submitted by E & J Investments, LLC, pertaining to their new Renu Medical & Spa facility located at 2425 Bradshaw Way, and directed the preparation of the necessary Ordinance. Motion carried.

CONTRACT FOR ENGINEERING SERVICES – On motion of McNay, seconded by Fields, the Governing Body approved staff request to enter into a Contract for Engineering Services between the City of Pittsburg and Earles Engineering & Inspection, Inc. in which Earles Engineering & Inspection, Inc. will serve in the role of City Engineer on an as needed basis to complete engineering duties for the City as an independent contractor, and authorized the Mayor to sign the contract on behalf of the City. Motion carried.

Commissioner O'Bryan requested that expenses in relation to this agreement be tracked, in order to compare the use of a contract Engineer vs. having a full-time licensed engineer on staff in the future.

OFFICIAL MINUTES  
OF THE MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
February 9, 2021

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WATER TREATMENT PLANT ODOR CONTROL STUDY – On motion of O'Bryan, seconded by Brooks, the Governing Body approved staff request to enter into an Engineering Services Agreement with Olsson, Inc., of Pittsburg, in an amount not to exceed \$67,267.00 in which Olsson, Inc. will perform an Odor Control Study at the City's Water Treatment Plant, and authorized the Mayor to sign the agreement on behalf of the City. Motion carried.

PARTIAL MORTGAGE RELEASES - SILVERBACK HOUSING DEVELOPMENT – On motion of O'Bryan, seconded by Fields, the Governing Body approved staff recommendation to approve partial mortgage releases for 1905 Carnie Smith Court and 1829 Silverback Way, located in the Silverback housing development, as Arvest Bank, the primary lender for the project, took first position on the loan, with the City securing a second position on the P & L property until the loan is repaid in December 2023, and authorized the Mayor to sign the release agreements on behalf of the City. Motion carried.

NON-AGENDA REPORTS & REQUESTS:

BI-MONTHLY BUDGET REVIEW - Director of Finance Larissa Bowman provided the December 31, 2020, bi-monthly budget review.

REQUEST FOR PAYMENT - CRAWFORD COUNTY – On motion of Fields, seconded by Brooks, the Governing Body approved staff request to issue payment in the amount of \$122,000 to Crawford County to correct a utility billing error associated with a pump station located on West 4<sup>th</sup> Street. Motion carried.

LEWARK DEATH – City Manager Daron Hall announced that Mike Lewark passed away. Mr. Hall stated that Mr. Lewark's efforts on behalf of the community were appreciated.

EMPLOYEE APPRECIATION – Mayor Munsell thanked City employees for their hard work, especially during the recent extremely cold weather.

ADJOURNMENT: On motion of O'Bryan, seconded by Fields, the Governing Body adjourned the meeting at 6:00 p.m. Motion carried.

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Chuck Munsell, Mayor

ATTEST:

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Tammy Nagel, City Clerk

## Interoffice Memorandum

**TO:** DARON HALL  
City Manager

**FROM:** MATT BACON  
Director of Public Utilities

**DATE:** February 10, 2021

**SUBJECT:** Agenda Item – February 23, 2021  
Request for No Parking

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The Traffic Advisory Board has reviewed parking on North Tucker Avenue between East 4<sup>th</sup> Street and East 10<sup>th</sup> Street to determine if no parking should be established.

In reviewing any request for no parking, the Traffic Advisory Board considers the width of the street, history of vehicular accidents in the area and any other extenuating circumstances. Prior to making a recommendation to the City Commission, the Engineering Division notifies area property owners of the request and provides time for their input. After reviewing the above-listed facts, the Traffic Advisory Board recommend the establishment of the following no parking area:

1. No parking on the west side of North Tucker Avenue from the south side of the intersection of East 4<sup>th</sup> Street to the north side of the intersection of East 10<sup>th</sup> Street.

This area was the result of a request submitted by a property owner living on this street indicating that the parking of cars on the street hindered the travel of emergency vehicles, provided a restriction to the convenient flow of traffic and does not allow them to safely exit their properties. This recommendation was based on the fact that this street is a narrow 19-foot wide street that does not allow for the safe passage of vehicles.

**MEMO TO: DARON HALL**  
**FEBRUARY 10, 2021**  
**PAGE TWO**

In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, February 23, 2021. Action being requested is approval or disapproval of the no parking request and, if approved, authorize the Mayor to sign Ordinance G-1320 on behalf of the City.

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

Attachment: Ordinance No. G-1320

(Published in The Morning Sun on \_\_\_\_\_, 2021)

## **ORDINANCE NO. G-1320**

**AN ORDINANCE** amending Section 78-116 of the Pittsburg City Code to prohibit parking on the west side of North Tucker Avenue from the south side of the intersection of North Tucker Avenue and East 4<sup>th</sup> Street to the north side of the intersection of North Tucker Avenue and East 10<sup>th</sup> Street.

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

**Section 1.** Section 78-116 of the Pittsburg City Code is amended to read as follows:

### **Sec. 78-116. No parking zones.**

Except when necessary to momentarily avoid conflict with other traffic or in compliance with the direction of a police officer, it shall be unlawful for the driver of a vehicle to stop, stand or park any vehicle on:

#### ***Alleys***

West side of alley lying between North Broadway Street and North Pine Street from 14th to 15th.

#### ***Abby Lane***

The west and south side of Abby Lane, an "L" shaped street, from Amber Drive to the west line of lot 20, Amber Meadows subdivision.

#### ***Amber Drive***

The north side of Amber Drive from Rouse Avenue west to the west line of lot 9, Amber Meadows subdivision.

#### ***Broadway***

Both sides of South Broadway from Kansas Avenue to Centennial Drive.  
Both sides of North Broadway Street from 20th Street to the north city limits.

***Cedar Crest Circle***

The west side of Cedar Crest Circle from Cedar Crest Drive south, including the west half of the cul-de-sac, Cedar Crest Estates.

***Cedar Crest Drive***

The southern and west side of Cedar Crest Drive from Rouse Avenue east and south to the south line of lot 17, Cedar Crest Estates.

***Cedar Lane***

South side of Cedar Lane from 144 feet west of the intersection of Cedar Lane and Woodgate Terrace to 156 feet east of the intersection of Cedar Lane and Woodgate Terrace.

***Centennial Drive***

Both sides of Centennial Drive from South Broadway to Rouse.

***Cleveland Street***

South side of West Cleveland Street between Broadway and Olive Streets.

***College Avenue***

On the west side of South College Avenue between Forest Avenue and Martin Avenue.

***College Street***

The west side of College Street from its intersection with Jefferson Street to its intersection with Adams Street, during school days from 7:30 a.m. to 4:30 p.m.

***East Park Street***

On the south side of East Park Street from its intersection with the east edge of South Smelter Street east to the end of East Park Street.

***Elm Street***

West side of Elm Street between Lindburg and Ford.

West side of Elm Street from 14th to 15th.

East side of South Elm between East Washington and East Park.

East side of Elm Street between 13th Street and 14th Street.

East side of Elm Street from Ford Avenue to Hudson Street.

***English Street***

East side of English Street from its intersection with Ford Avenue south to its intersection with Union Street.

***Fairview Street***

East side of North Fairview Street between 9th and 10th Streets.

***Ford Circle***

Both sides of Ford Circle.

***Ford Avenue***

On both sides of Ford Avenue from Rouse to Broadway.

***Forest Street***

South side of Forest Street from Broadway to Walnut.

***Grand Oaks Court***

Both sides of Grand Oaks Court from Grand Oaks Drive north, including the cul-de-sac, Grand Oaks Estates 2nd Addition.

***Grand Oaks Drive***

Both sides of Grand Oaks Drive from Rouse Avenue west and north, including the cul-de-sac, Grand Oaks Estates Replat and Grand Oaks Estates 2nd Addition.

***Hobson Drive***

On both sides of Hobson Drive from its intersection with the south curb of Ford Avenue south a distance of 155 feet.

***Homer Street***

East side of Homer Street from Ford Street to Quincy Street.

West side of Homer Street from Twin Lakes Drive to Ford Street.

Both sides of the 1000 block of South Homer from its intersection with the 500 block of East Monroe south to its intersection with the 600 block of East Monroe.

West side of Homer Street from the pedestrian crosswalk at the intersection of Homer and Normal south 130 feet to the entrance of the parent drop off to George Nettels Elementary School.

***Industrial Street***

West side of Industrial Street from 13th Street to 14th Street.

***Jefferson Avenue***

On both sides of Jefferson Avenue a distance of 100 feet west from the west line of Broadway, and a distance of 100 feet east from the east line of Broadway.

On the south side of Jefferson between South Walnut Street and South Olive Street.

***Joplin Street***

Both sides of South Joplin from Lindburg Street to Centennial Drive.

East side of Joplin, commencing 100 feet south of the intersection of East Carlton and South Joplin, then north to the south line of the intersection of East Belleville and South Joplin.

Both sides of Joplin Street from 4th Street to Park Avenue.

West side of North Joplin Street from 4th Street to 20th Street.

Both sides of North Joplin from 20th Street to Atkinson Avenue.

***J.F. Kennedy Street***

On the west side of J.F. Kennedy Street from Ford Street to Hudson Street.

***Lincoln Park***

On the north side of the road extending from the east end of the parking lot adjacent to Jim Kelly ball diamond to Memorial Drive.

On the south side of ball park access road from the east end of the parking lot adjacent to Jim Kelly ball diamond to Memorial Drive.

***Lindburg Street***

North side of West Lindburg Street from its intersection with South Walnut Street to the first alley west of South Walnut Street.

***Locust Street***

West side of South Locust between East Lindburg Street and East Ford Street.

East side of South Locust Street from 2nd Street to Park Avenue.

West side of North Locust Street from its intersection with East 6th Street south to the northern entrance to City Parking Lot No. 7.

Both sides of North Locust Street between East 29th Street and the Wal-Mart parking lot.

West side of South Locust between East Lindburg Street and East Hudson Street.

West side of South Locust from the intersection of Lindburg Street south 180 feet.

***Mallory Court***

East side of Mallory Court from the intersection of 14th Street south 483 feet including the east half of the cul-de-sac.

***Martin Street***

South side of West Martin between Olive and College Streets.



**Memorial Drive**

South side of Memorial Drive (West 12th Street) from U.S. Highway 69 bypass to Georgia Street.

North side of Memorial Drive from Miles Street to the west entrance of the ball park access road.

South side of Memorial Drive from Catalpa Street to the band dome parking lot.

**Michigan Street**

East side of Michigan Street from 15th Street to 16th Street.

**Mill Road**

North side from 147 feet west of the intersection of Mill Road and Woodgate Terrace to 157 feet east of the intersection of Mill Road and Woodgate Terrace.

**Monroe**

On both sides of the 500 block of East Monroe from its intersection with Smelter Street east to its intersection with Homer Street.

South side of Monroe Street from Stilwell Street east to the dead end.

**North Highland Street**

On both sides of North Highland Street from its intersection with the south curb of East Fourth Street south a distance of 100 feet.

**Oak Ridge Circle**

Both sides of Oak Ridge Circle.

**Oak Ridge Road**

South side of Oak Ridge Road from the west side of the intersection of South Tucker Terrace and Oak Ridge Road west to the east side of the intersection of South Tucker Avenue and Oak Ridge Road.

Both sides of Oak Ridge Road from the intersection of Tucker Terrace east 115 feet.

**Olive Street**

East side of South Olive Street from the intersection of Olive Street and Quincy Street south 165 feet.

East side of South Olive Street between Cleveland and Walnut Streets.

West side of South Olive Street from Jefferson Street to Webster Street.

**Park Street**

South side of West Park Street between Broadway and College Streets.

***Pine Street***

East side of North Pine between 7th and 8th Streets.

Both sides of North Pine Street from 11th Street to 15th Street.

Both sides of Pine Street from the intersection of Quincy Street south 535 feet to a point 200 feet north of Carlton Street.

***Quincy Street***

On the north side of West Quincy Street from College Street to Catalpa Street.

On the south side of West Quincy Street from Catalpa to the U.S. 69 Highway bypass.

On both sides of West Quincy Street for a distance of 450 feet from the west right-of-way of Broadway.

On both sides of East Quincy Street from the east right-of-way of Broadway to the Rouse Street intersection.

***Rouse Street***

Rouse Street from 4th Street to Centennial Drive.

On both sides of North Rouse Street from East 4th Street north to north City limits.

***Scotty Drive***

The east side of Scotty Drive from 31st Street north, including the east half of the cul-de-sac, replat of lots 1, 2, 3, 4, 19, 20 and 21 Radell's Second Addition.

***Tanglewood Drive***

Both sides of Tanglewood Drive from the north intersection with Rouse Avenue south to the south intersections with Rouse Avenue, first replat of Tanglewoods.

***Tucker Avenue***

The east side of South Tucker Avenue from the south side of the intersection of Oakridge Road and South Tucker Avenue south a distance of 143 feet.

The west side of North Tucker Avenue from the south side of the intersection of North Tucker Avenue and East 4<sup>th</sup> Street to the north side of the intersection of North Tucker Avenue and East 10<sup>th</sup> Street.

***Tucker Terrace***

The west side of South Tucker Terrace from the north side of the intersection of South Tucker Terrace and Oak Ridge Circle to the north side of the intersection of South Tucker Terrace and Oak Ridge Road.

Both sides of South Tucker Terrace from the south side of its intersection with Ford Street south to the north side of the intersection with South Tucker Terrace and Oak Ridge Circle.

West side of South Tucker Terrace from the north side of its intersection with Oak Ridge Circle to the north side of its intersection with Oak Ridge Road.

***Victorian Drive***

On the west side of Victorian Drive and on the south side of Victorian Drive.

***Villa Drive***

South side from the west side of the intersection of Villa Drive and Victoria Drive west a distance of 271 feet.

***Walnut Street***

West side of North Walnut between 3rd Street and 9th Street.

West side of South Walnut for a distance of 30 feet North of South Walnut Street intersection with West Lindburg Street.

On the east side of South Walnut Street from Jefferson Street to Quincy Street.

Both sides of North Walnut Street from 15th Street to 20th Street.

On both sides of Walnut Street from Kansas Avenue, northwesterly to the fast alley running east and west thereof.

On the west side of Walnut Street from Euclid Avenue south to the east-west alley.

On the west side of Walnut Street from Kansas Avenue south to the first alley running east and west.

On the west side of former Walnut Street from Kansas Avenue north to the east-west alley.

***Warren Street***

On the west side of North Warren between 3rd Street and 4th Street.

***Washington Avenue***

On the south side of Washington Avenue beginning at the intersection of College Avenue and Washington Avenue and continuing for a distance of 280 feet to the east end of the Lakeside Elementary School drive-thru island.

South side of East Washington Street from Rouse Street west to the K.C.S. Railroad tracks.

***Windsor Circle***

On the east side of Windsor Circle and on the south side of Windsor Circle.

**Windsor Court**

The east side of Windsor Court from Windsor Drive south, including the east half of the cul-de-sac, Balkans' Addition.

**Woodgate Terrace**

The east side of Woodgate Terrace from the north side of the intersection of Mill Road and Woodgate Terrace north to the south side of the intersection of Cedar Lane and Woodgate Terrace.

**1st Street**

South side of 1st Street from Broadway Street to Pine Street.

North side of 1st Street from Broadway to Locust.

**3rd Street**

South side of 3rd Street from Pine Street to Walnut Street.

On both sides of West 3rd Street between North Olive Street and North College Street.

The north side of 3rd Street beginning at the alley lying between North Walnut and Olive Streets thence west to Olive Street.

South side of 3rd Street between Walnut Street west to the north-south alley.

The north side of 3<sup>rd</sup> Street between Georgia Street and Warren Street.

**4th Street**

On the outside perimeter of the street designated as 4th Street Circle.

On the north side of East 4th Street for a distance of 150 feet east of such East 4th Street's intersection with North Grand Avenue.

On both sides of East 4th Street between Lapham Street and Water Street.

**5th Street**

On the north side of east 5th Street from the southwest corner of lot 16, block 13, original town addition to the city east to Joplin Street.

**6th Street**

The north side of 6th Street between Elm Street and Locust Street.

**9th Street**

South side of 9th Street from Locust to first alley west of Locust.

**10th Street**

South side of East 10th Street between Broadway and Locust.

Both sides of East 10th Street between Locust and Joplin Streets.

Both sides of West 10<sup>th</sup> Street between Walnut and Catalpa Streets.

**14th Street**

South side of East 14th Street from Elm to Grand Streets.

Within 100 feet of the intersection of Broadway and 14th Street on the east side of Broadway or the south side of 14th Street.

**18th Street**

North side of East 18th Street between Locust Street and Elm Street.

**19th Street**

North side of West 19th Street between Broadway Avenue and Walnut Street.

North side of East 19th Street between Grand Street and Joplin Street.

**20th Street**

South side of East 20th Street from Locust Street which extends south of 20<sup>th</sup> Street to Michigan Street.

On both sides of East and West 20th Street from a point 356 feet east of the east right-of-way line of Broadway Street west to the U.S. 69 Bypass.

**22nd Street**

On the north side of East 22nd Street from its intersection with the east edge of North Tucker Street to the west curb of North Rouse Street.

**23rd Street**

South side of West 23rd Street from North Pine (Walnut) Street west to the railroad right-of-way.

Both sides of East 23<sup>rd</sup> Street from Broadway Street to Michigan Street.

**24th Street**

Both sides of the 100 Block of West 24th Street.

**27th Street**

Both sides of 27th Street from the east side of its intersection with Broadway Avenue to the west side of the intersection of 27th Street and Joplin Avenue.

**29th Street**

On either side of East 29th Street between North Joplin Street and North Broadway Street.

(Code 1975, § 21-1507; Ord. No. G-861, § 1, 10-10-2000; Ord. No. G-874, § 1, 6-12-2001; Ord. No. G-875, § 1, 6-26-2001; Ord. No. G-885, § 1, 8-28-2001; Ord. No. G-904, §§ 1, 2, 7-9-2002; Ord. No. G-908, § 1, 7-23-2002; Ord. No. G-935, § 1, 3-23-2004; Ord. No. G-963, § 1, 1-11-2005; Ord. No. G-967, § 1, 3-22-2005; Ord. No. G-980, § 1, 9-27-2005; Ord. No. G-983, § 1, 12-13-2005; Ord. No. G-986, § 1, 3-14-2006; Ord. No. G-1014, § 1, 1-23-2007; Ord. No. G-1031, § 1, 10-23-2007; Ord. No. G-1048, § 1, 9-9-2008; Ord. No. G-1055, § 1, 12-23-2008; Ord. No. 1058, § 1, 1-27-2009; Ord. No. G-1101, § 1, 10-26-2010, Ord. No. G-1144 § 1, 6-14-2011, Ord. G-1162 § 1, 5-8-2012, Ord. No. G-1166 § 1, 7-10-2012, Ord. No. G-1184 § 1, 10-8-2013, Ord. No. G-1220 § 1, 3-10-2015, Ord. No. G-1230 § 1, 9-22-2015, Ord. No. G-1302 § 1, 10-22-2019)

**Section 2.** This Ordinance shall take effect upon publication in the official City paper.

**PASSED AND APPROVED** this 23<sup>rd</sup> day of February, 2021.

\_\_\_\_\_  
Mayor- Chuck Munsell

ATTEST:

\_\_\_\_\_  
Tammy Nagel - City Clerk

## Interoffice Memorandum

**TO:** DARON HALL  
City Manager

**FROM:** MATT BACON  
Director of Public Utilities

**DATE:** February 15, 2021

**SUBJECT:** Agenda Item – February 23, 2021  
Final Payment  
East 14<sup>th</sup> Street Bridge Replacement Project

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The contractor, Mission Construction Co., Inc., of St. Paul, Kansas, has completed all work on the East 14<sup>th</sup> Street Bridge Replacement Project and is now requesting final payment. No change orders have been issued for this project. This project is being funded through the Stormwater Collections Operating Budget.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, February 23, 2021. Action necessary will be approval or disapproval of final payment to Mission Construction Co., Inc. in the amount of \$19,647.63, which is basically the remaining 5% retainage.

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

Attachments: Final Payment Documents



# MEMO

<input type="checkbox"/>	Overnight
<input type="checkbox"/>	Regular Mail
<input type="checkbox"/>	Hand Delivery
<input type="checkbox"/>	Other: _____

<b>TO:</b>	Matt Bacon Director of Public Utilities
<b>FROM:</b>	Brian Coomes, PE
<b>RE:</b>	Final Completion / Final Payment – East 14 <sup>th</sup> Street Bridge Replacement
<b>DATE:</b>	February 15, 2021
<b>PROJECT #:</b>	019-0146
<b>PHASE:</b>	500
<b>TASK:</b>	500501

Dear Mr. Bacon,

Enclosed with this memo please find the Final Pay Application Number 4 for the East 14<sup>th</sup> Street Bridge Project. Please review and process payment to Mission Construction Co, Inc. in the amount of \$19,647.63.

Plan quantities have been accepted by both the City and by the Contractor as the basis of final payment. Therefore, final project cost matches the bid price with no overrun or underrun values. Olsson concurs that the project is complete and ready for final payment.

Regards,

*Brian Coomes*



# PROGRESS ESTIMATE - FINAL

Owner: City of Pittsburg, Kansas  
201 W 4th St; Pittsburg, KS 66762

Estimate No. 4  
Date: 2/15/2021

Contractor: Mission Construction Co., Inc.  
101 St. Joseph St, PO Box 321; St. Paul, KS 66771

Date of Contract: 5/26/2020  
Date of Notice to Proceed: 6/15/2020

Item No.	Item Description	Original Contract Quantity	Units	Unit Price	Estimated Quantities Installed To Date	Value of Work Installed To Date	Materials Presently Stored	Total Completed and Stored To Date
1	Contractor Construction Staking	1	Lump Sum	\$3,000.00	1.00	\$3,000.00		\$3,000.00
2	Mobilization	1	Lump Sum	\$22,000.00	1.00	\$22,000.00		\$22,000.00
3	Removal of Existing Structures	1	Lump Sum	\$7,500.00	1.00	\$7,500.00		\$7,500.00
4	Clearing and Grubbing	1	Lump Sum	\$5,000.00	1.00	\$5,000.00		\$5,000.00
5	Erosion Control	1	Lump Sum	\$2,500.00	1.00	\$2,500.00		\$2,500.00
6	Common Excavation	60	Cu. Yd.	\$27.00	60.0	\$1,620.00		\$1,620.00
7	Common Excavation (Contractor Furnished)	910	Cu. Yd.	\$27.00	910.0	\$24,570.00		\$24,570.00
8	Rock Excavation	128	Cu. Yd.	\$27.00	128.0	\$3,456.00		\$3,456.00
9	Compaction of Earthwork (Type AA)(MR-0-4)	810	Cu. Yd.	\$2.00	810.0	\$1,620.00		\$1,620.00
10	Aggregate Ditch Lining (6")	107	Sq. Yd.	\$35.00	107.0	\$3,745.00		\$3,745.00
11	Class III Excavation	146	Cu. Yd.	\$40.00	146.0	\$5,840.00		\$5,840.00
12	Concrete (Grade 4.0)(AE)(SA)	51	Cu. Yd.	\$450.00	51.0	\$22,950.00		\$22,950.00
13	Concrete (Grade 4.0)(AE)	53	Cu. Yd.	\$450.00	53.0	\$23,850.00		\$23,850.00
14	Reinforcing Steel (Grade 60)(Epoxy Coated)	18,580	Lbs.	\$1.75	18,580.0	\$32,515.00		\$32,515.00
15	Pre-Drilled Pile Hole	96	Ln. Ft.	\$185.00	96.0	\$17,760.00		\$17,760.00
16	Pile (Steel)(HP10X42)	120	Ln. Ft.	\$50.00	120.0	\$6,000.00		\$6,000.00
17	Prestressed Concrete Slab Beam	136	Ln. Ft.	\$550.00	136.0	\$74,800.00		\$74,800.00
18	Bridge Handrail (Metal)(3'-6")	59	Ln. Ft.	\$100.00	59.0	\$5,900.00		\$5,900.00
19	Abutment Strip Drain	54	Sq. Yd.	\$25.00	54.0	\$1,350.00		\$1,350.00
20	Bridge Backwall Protection System	88	Sq. Yd.	\$25.00	88.0	\$2,200.00		\$2,200.00
21	Slope Protection (Riprap Stone)	120	Cu. Yd.	\$55.00	120.0	\$6,600.00		\$6,600.00
22	Bridge Deck Grooving	99	Sq. Yd.	\$50.00	99.0	\$4,950.00		\$4,950.00
23	Curing Environment	1	Lump Sum	\$1,000.00	1.00	\$1,000.00		\$1,000.00
24	Guardrail, Steel Plate (MGS)	150	Ln. Ft.	\$81.61	150.0	\$12,241.50		\$12,241.50
25	Guardrail End Terminal (MGS-MSKT)	4	Each	\$3,400.00	4.0	\$13,600.00		\$13,600.00
26	End Section (12")(RC)	1	Each	\$600.00	1.0	\$600.00		\$600.00
27	End Section (15")(RC)	1	Each	\$600.00	1.0	\$600.00		\$600.00
28	Storm Sewer (12")(RCP)	104	Ln. Ft.	\$75.00	104.0	\$7,800.00		\$7,800.00
29	Storm Sewer (15")(RCP)	14	Ln. Ft.	\$85.00	14.0	\$1,190.00		\$1,190.00
30	Sidewalk Construction (4")(AE)	144	Sq. Yd.	\$50.00	144.0	\$7,200.00		\$7,200.00
31	Concrete Pavement (8")(AE)	95	Sq. Yd.	\$125.00	95.0	\$11,875.00		\$11,875.00
32	Aggregate Shoulder (AB-3)(6")	190	Sq. Yd.	\$10.00	190.0	\$1,900.00		\$1,900.00
33	Aggregate Base (AB-1)(6")	520	Sq. Yd.	\$10.00	520.0	\$5,200.00		\$5,200.00
34	Geosynthetic Reinforcement (For Base)	520	Sq. Yd.	\$4.00	520.0	\$2,080.00		\$2,080.00
35	HMA-Commercial Grade (Class A)	260	Tons	\$160.00	260.0	\$41,600.00		\$41,600.00
36	Pavement Marking (Multi-Component)(Yellow)(4")	500	Ln. Ft.	\$1.00	500.0	\$500.00		\$500.00
37	Pavement Marking (Multi-Component)(White)(4")	590	Ln. Ft.	\$1.00	590.0	\$590.00		\$590.00
38	Permanent Seeding & Mulching	1	Lump Sum	\$2,750.00	1.00	\$2,750.00		\$2,750.00
39	Traffic Control	1	Lump Sum	\$2,500.00	1.00	\$2,500.00		\$2,500.00

Original Contract Amount = \$392,952.50  
Approved Change Orders = \$0.00  
Total Contract Cost = \$392,952.50

Grand Total Value of Work Completed = \$392,952.50

Less Retainage = \$0.00

Less Previous Estimates = (\$373,304.87)

**TOTAL DUE CONTRACTOR = \$19,647.63**

Previous Estimates

No. 1	\$59,745.96
No. 2	\$124,254.54
No. 3	\$189,304.37
No. 4	\$0.00
<b>Total</b>	<b>\$373,304.87</b>

**Please Remit Payment to: MISSION CONSTRUCTION CO., INC.**

The undersigned hereby certifies that the work done and materials delivered have been checked as to quantity and conformance with the plans and specifications and the Contractor, in accordance with the contract, is entitled to payment as indicated above.

OLSSON, INC.

*Brian Coomes*  
Project Engineer



CONSTRUCTION CO., INC.

**TO BE TYPED  
ON COMPANY LETTERHEAD**

**CONSENT OF SURETY  
TO REDUCTION IN OR  
RELEASE OF RETAINAGE**

Bond No. 2432969

**PROJECT:** East 14th Street Bridge Replacement Project

**TO:** The City of Pittsburg, Kansas  
201 West 4th Street, P.O. Box 688  
Pittsburg, Kansas 66762

**CONTRACT FOR:** East 14th Street Bridge Replacement  
Project-Construction

**CONTRACT DATE:**

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the West Bend Mutual Insurance Company, Surety on bond of Mission Construction, Inc., Contractor, hereby approves the reduction in or partial release of retainage to the Contractor, as follows:

The Surety agrees that such reduction in or partial or total release of retainage to the Contractor shall not relieve the Surety of any of its obligations to:

The City of Pittsburg, Kansas, OWNER,  
as set forth in the said Surety's bond.

**IN WITNESS WHEREOF,** West Bend Mutual Insurance Company  
the Surety has hereunto set its hand this 8th day of February, 2021.

ATTEST:  
  
(SEAL)



West Bend Mutual Insurance Company  
Surety

Signature of Authorized Representative

David S. Salavitch, Attorney in Fact  
Title



## Power of Attorney

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

David S. Salavitch, Robert L. Cox

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Five Million Dollars (\$5,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

*Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-in-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.*

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of March, 2009.

Attest

  
James J. Pauly  
Secretary



  
Kevin A. Steiner  
Chief Executive Officer / President

State of Wisconsin  
County of Washington

On the 1st day of March, 2009 before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.

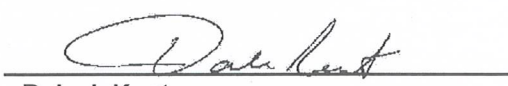


  
John F. Duwell  
Executive Vice President - Chief Legal Officer  
Notary Public, Washington Co. WI  
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 8th day of February, 2021



  
Dale J. Kent  
Executive Vice President -  
Chief Financial Officer

**Notice:** Reproductions are not binding on the company. Any questions concerning this Power of Attorney may be directed to the Bond Manager at NSI, a division of West Bend Mutual Insurance Company.



MISSION CONSTRUCTION CO. INC.  
CONSTRUCTION CO. INC.  
TO BE TYPED  
ON COMPANY LETTERHEAD

TO: CITY CLERK  
CITY OF PITTSBURG  
PITTSBURG, KANSAS 66762

PROJECT: East 14th Street Bridge Replacement Project  
Bond No. 2432969

In accordance with the provisions of the Contract of the above Project, I/We hereby certify and swear that all subcontractors, vendors, persons or firms who have furnished labor or materials for the work, and all rentals of materials, equipment, or property used in connection with the work, and that all taxes have been paid in full or otherwise satisfied.

State of Kansas, <u>NEOSHO</u> County	Contractor: <u>Mission Construction., Inc.</u>
On this <u>11</u> day of <u>FEBRUARY</u> , 20 <u>21</u> , before me, a Notary Public in and for the aforementioned County and State, personally appeared <u>MICHAEL M. BEACHNER</u> , to me known to be the identical person who executed the above statement.	By: <u>[Signature]</u>
<u>[Signature]</u> Notary Public	Title: <u>President</u>
My Commission Expires: <u>5/22/2024</u>	Seal: _____ (If Corporate)
<div style="border: 1px solid black; padding: 2px; text-align: center;">CAROLYN HASTINGS Notary Public - State of Kansas My Appt. Expires</div>	

The West Bend Mutual Insurance Company, Surety Company  
on bond for the above project hereby approves the final payment to the Contractor, and  
agrees that the final payment shall not relieve the Surety Company of any of its  
obligations to the City of Pittsburg as set forth in the Surety Company's bond.

IN WITNESS this 8th day of February, 2021.

(SEAL):

West Bend Mutual Insurance Company

8401 Greenway Blvd., Suite 1100 Middleton, WI 53562

[Signature]  
Signature of Authorized Representative

ATTORNEY-IN-FACT David S. Salavitch

RESIDENT AGENT. David S. Salavitch

cc: Engineering Division





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Attest

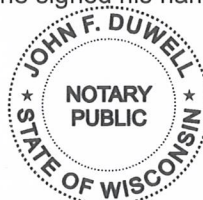
  
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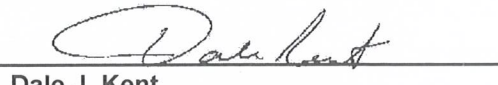


  
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Dale J. Kent  
Executive Vice President -  
Chief Financial Officer

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Division of Taxation  
109 SW 9th Street  
Topeka, KS, 66601-3506  
Mark A. Burghart, Secretary



Phone: 785-296-3081  
Fax: 785-296-7928  
www.ksrevenue.org  
Laura Kelly, Governor

## STATE OF KANSAS PROJECT COMPLETION CERTIFICATION

TO: City of Pittsburg

Name of Entity to whom Project Exemption Certificate was Issued

201 W 4th St	Pittsburg	KS	66762
Street Address	City	State	Zip Code

This is to certify, to the best of my knowledge and belief, that all materials purchased under **Exemption Certificate Number** 0000086262, issued by the Kansas Department of Revenue, were incorporated into the building or project for which the exemption was issued and were entitled to an exemption pursuant to K.S.A. 79-3606(c), (d), (e), (xx), (aaa), (ccc), (iii), (qqq), (sss), (ttt), (uuu), (xxx) and (yyy) as amended.

Mission Construction Co, Inc  
Contractor / Subcontractor

101 St Joseph Street PO Box 321  
P.O. Box and/or Street Number and Name

Saint Paul, KS 66771  
City, State Zip

[Signature]  
Signature and Title of Authorized Representative

2-21-2021  
Date

### INSTRUCTIONS

Upon completion of a tax exempt project, the contractor must furnish this certification to the exempt entity for which the work was performed. The exempt entity needs to retain this document in their files and record the actual date that the project was completed on-line at <https://www.kdor.ks.gov/apps/kcsc/>. All invoices must be retained by the contractor for a period of five (5) years and are subject to audit by the Kansas Department of Revenue.

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
	C-CHECK		VOID CHECK	V	2/05/2021			188369
	C-CHECK		VOID CHECK	V	2/05/2021			188370
4050			CITRIX SYSTEMS INC					
4050			CITRIX SYSTEMS INC					
	C-CHECK		CITRIX SYSTEMS INC	VOIDED	V	2/05/2021		188371
	C-CHECK		VOID CHECK	V	2/05/2021			188396
	C-CHECK		VOID CHECK	V	2/05/2021			188397
	C-CHECK		VOID CHECK	V	2/05/2021			188401
	C-CHECK		VOID CHECK	V	2/05/2021			188402
	C-CHECK		VOID CHECK	V	2/05/2021			188403
	C-CHECK		VOID CHECK	V	2/12/2021			188416
	C-CHECK		VOID CHECK	V	2/12/2021			188417

* * 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:	10 VOID DEBITS	0.00		
	VOID CREDITS	5,000.00CR	5,000.00CR	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: * TOTALS:	10	5,000.00CR	0.00	0.00
BANK: * TOTALS:	10	5,000.00CR	0.00	0.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 2/03/2021 THRU 2/16/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0224	KDOR	D	2/05/2021			000000		5,287.52
0224	KDOR	D	2/08/2021			000000		1,077.40
0321	KP&F	D	2/05/2021			000000		44,489.84
0728	ICMA	D	2/05/2021			000000		797.50
1050	KPERS	D	2/05/2021			000000		40,079.69
3570	AMERICAN EXPRESS, INC	D	2/04/2021			000000		230.55
5677	BANK OF AMERICA, INC	D	2/04/2021			000000		24.95
6415	GREAT WEST TANDEM KPERS 457	D	2/05/2021			000000		4,441.00
6952	ADP INC	D	2/12/2021			000000		6,716.90
7290	DELTA DENTAL OF KANSAS INC	D	2/05/2021			000000		3,859.40
7290	DELTA DENTAL OF KANSAS INC	D	2/12/2021			000000		4,541.98
7877	TRUSTMARK HEALTH BENEFITS INC	D	2/04/2021			000000		37,764.71
7877	TRUSTMARK HEALTH BENEFITS INC	D	2/11/2021			000000		16,937.58
8317	ADCOMP SYSTEMS INC	D	2/09/2021			000000		67.12
8370	WEX HEALTH, INC.	D	2/05/2021			000000		6,015.28
8205	MRI SOFTWARE LLC	E	2/08/2021			010676		955.00
8275	ADCOMP SYSYEMS INC	E	2/08/2021			010677		5,272.60
0044	CRESTWOOD COUNTRY CLUB	E	2/08/2021			010678		901.88
0046	ETTINGERS OFFICE SUPPLY	E	2/08/2021			010679		376.12
0055	JOHN'S SPORT CENTER, INC.	E	2/08/2021			010680		250.00
0087	FORMS ONE, LLC	E	2/08/2021			010681		931.72
0101	BUG-A-WAY INC	E	2/08/2021			010682		30.00



VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0105	PITTSBURG AUTOMOTIVE	E	2/08/2021			010683		543.08
0117	GATEHOUSE MEDIA KANSAS HOLDING	E	2/08/2021			010684		26.13
0133	JIM RADELL CONSTRUCTION COMPAN	E	2/08/2021			010685		2,080.00
0194	KANSAS STATE TREASURER	E	2/08/2021			010686		2,492.50
0201	SPICER-ADAMS WELDING, INC.	E	2/08/2021			010687		83.00
0317	KUNSHEK CHAT & COAL CO, INC.	E	2/08/2021			010688		9,184.02
0328	KANSAS ONE-CALL SYSTEM, INC	E	2/08/2021			010689		391.20
0409	WISEMAN'S DISCOUNT TIRE INC	E	2/08/2021			010690		41.00
0585	MOLLE MC AUTOMOTIVE INC	E	2/08/2021			010691		48.76
0746	CDL ELECTRIC COMPANY INC	E	2/08/2021			010692		34,500.00
0823	TOUCHTON ELECTRIC INC	E	2/08/2021			010693		20.00
0866	AVFUEL CORPORATION	E	2/08/2021			010694		750.70
1693	EBSCO INDUSTRIES, INC.	E	2/08/2021			010695		3,107.69
1875	CITY DIRECTORIES	E	2/08/2021			010696		676.00
2005	GALLS PARENT HOLDINGS, LLC	E	2/08/2021			010697		199.00
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	2/08/2021			010698		516.93
2035	O'BRIEN ROCK CO., INC.	E	2/08/2021			010699		1,365.67
3261	PITTSBURG AUTO GLASS	E	2/08/2021			010700		275.00
4262	KDHE SRF	E	2/08/2021			010701		164,212.68
4618	TRESA LYNNE MILLER	E	2/08/2021			010702		910.00
5648	JASON WISKE	E	2/08/2021			010703		1,000.00
5883	SPROULS CONSTRUCTION INC	E	2/08/2021			010704		43,821.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5931	VOGEL HEATING & COOLING INC	E	2/08/2021			010705		420.00
6175	HENRY C MENGHINI	E	2/08/2021			010706		1,381.64
6822	ELIZABETH BRADSHAW	E	2/08/2021			010707		1,171.00
6851	SCHULTE SUPPLY INC	E	2/08/2021			010708		733.50
6936	HAWKINS INC	E	2/08/2021			010709		1,675.59
6995	SUMMER WARREN	E	2/08/2021			010710		440.00
7038	SIGNET COFFEE ROASTERS	E	2/08/2021			010711		123.75
7151	QUADIENT FINANCE USA INC	E	2/08/2021			010712		462.76
7240	JAY HATFIELD CERTIFIED USED CA	E	2/08/2021			010713		630.05
7283	TRUSTMARK HEALTH BENEFITS INC	E	2/08/2021			010714		35,395.07
7407	LIMELIGHT MARKETING LLC	E	2/08/2021			010715		500.00
7427	OLSSON INC	E	2/08/2021			010716		2,741.40
7608	LELAND LOFTS LLC	E	2/08/2021			010717		2,487.80
7654	A & R RENTALS, LLC	E	2/08/2021			010718		15.00
7806	CORE & MAIN LP	E	2/08/2021			010719		2,195.00
7852	TRIA HEALTH, LLC	E	2/08/2021			010720		1,178.75
7860	RELX INC	E	2/08/2021			010721		381.92
7930	SANDERSON PIPE CORPORATION	E	2/08/2021			010722		126.60
7959	ALL ABOARD FOUNDATION	E	2/08/2021			010723		2,648.44
8132	MIKE CARPINO FORD PITTSBURG IN	E	2/08/2021			010724		23,600.00
8147	CHEM-AQUA, INC.	E	2/08/2021			010725		395.00
8200	PLUNKETT'S PEST CONTROL INC	E	2/08/2021			010726		430.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8291	ELYSE MUSIL	E	2/08/2021			010727		270.00
8309	MISSISSIPPI LIME COMPANY	E	2/08/2021			010728		6,836.55
8312	LYLE T. WALTHALL	E	2/08/2021			010729		100.00
8326	KAYLYN HITE	E	2/08/2021			010730		1,000.00
8337	BLACKSTONE AUDIO, INC.	E	2/08/2021			010731		116.85
6528	GALE GROUP/CENGAGE	E	2/16/2021			010732		154.13
0038	LEAGUE OF KANSAS MUNICIPALITIE	E	2/16/2021			010733		138.45
0046	ETTINGERS OFFICE SUPPLY	E	2/16/2021			010734		325.93
0055	JOHN'S SPORT CENTER, INC.	E	2/16/2021			010735		1,713.99
0101	BUG-A-WAY INC	E	2/16/2021			010736		160.00
0105	PITTSBURG AUTOMOTIVE	E	2/16/2021			010737		196.55
0112	MARRONES INC	E	2/16/2021			010738		24.78
0117	GATEHOUSE MEDIA KANSAS HOLDING	E	2/16/2021			010739		919.07
0128	ASCENSION VIA CHRISTI HOSPITAL	E	2/16/2021			010740		738.00
0181	INGRAM LIBRARY SERVICES	E	2/16/2021			010741		24.56
0272	BO'S 1 STOP INC	E	2/16/2021			010742		143.80
0340	HOMER COLE COMM CTR	E	2/16/2021			010743		9,000.00
0455	LARRY BARRETT BODY * FRAME * T	E	2/16/2021			010744		1,285.55
0516	AMERICAN CONCRETE CO INC	E	2/16/2021			010745		3,576.52
0577	KANSAS GAS SERVICE	E	2/16/2021			010746		2,543.82
0597	CORNEJO & SONS LLC	E	2/16/2021			010747		584.82
0746	CDL ELECTRIC COMPANY INC	E	2/16/2021			010748		18,138.50

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 2/03/2021 THRU 2/16/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0754	PSU SUBSTANCE ABUSE	E	2/16/2021			010749		3,000.00
0823	TOUCHTON ELECTRIC INC	E	2/16/2021			010750		400.00
0961	KANSAS JUDICIAL COUNCIL	E	2/16/2021			010751		45.00
0969	SOUTHEAST KANSAS COMMUNITY ACT	E	2/16/2021			010752		15,000.00
1629	PITTSBURG BEAUTIFUL	E	2/16/2021			010753		2,000.00
1792	B&L WATERWORKS SUPPLY, LLC	E	2/16/2021			010754		38.76
2005	GALLS PARENT HOLDINGS, LLC	E	2/16/2021			010755		555.99
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	2/16/2021			010756		610.11
2035	O'BRIEN ROCK CO., INC.	E	2/16/2021			010757		423.64
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	2/16/2021			010758		1,029.70
2921	DATAPROSE LLC	E	2/16/2021			010759		4,586.48
3192	MUNICIPAL CODE CORP	E	2/16/2021			010760		15.53
4197	ENVIRONMENTAL SYSTEMS RESEARCH	E	2/16/2021			010761		25,000.00
4307	HENRY KRAFT, INC.	E	2/16/2021			010762		334.88
4452	RYAN INSURANCE, LLC	E	2/16/2021			010763		152.00
4766	ACCURATE ENVIRONMENTAL LLC	E	2/16/2021			010764		1,666.40
5420	AQUIONICS INC	E	2/16/2021			010765		1,327.59
5482	JUSTIN HART	E	2/16/2021			010766		70.00
5552	NATIONAL SIGN CO INC	E	2/16/2021			010767		3,236.50
5957	PASTEUR PROPERTIES	E	2/16/2021			010768		3,610.00
7028	MATTHEW L. FRYE	E	2/16/2021			010769		400.00
7462	ALFA LAVAL, INC	E	2/16/2021			010770		793.18

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 2/03/2021 THRU 2/16/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7739	COMMUNITIES IN SCHOOLS OF MID	E	2/16/2021			010771		8,750.00
8384	MVIX (USA), INC	E	2/16/2021			010772		735.00
6154	4 STATE MAINTENANCE SUPPLY INC	R	2/05/2021			188366		109.72
8225	ALL TRAFFIC SOLUTIONS INC	R	2/05/2021			188367		3,000.00
0523	AT&T	R	2/05/2021			188368		8,305.48
4050	CITRIX SYSTEMS INC	V	2/05/2021			188371		5,000.00
4050	CITRIX SYSTEMS INC							
4050	CITRIX SYSTEMS INC							
M-CHECK	CITRIX SYSTEMS INC	VOIDED	V	2/05/2021		188371		5,000.00CR
5283	CLASS LTD	R	2/05/2021			188372		66.00
1006	COMMUNITY NATIONAL BANK	R	2/05/2021			188373		114,168.60
4263	COX COMMUNICATIONS KANSAS LLC	R	2/05/2021			188374		79.86
4263	COX COMMUNICATIONS KANSAS LLC	R	2/05/2021			188375		95.52
4263	COX COMMUNICATIONS KANSAS LLC	R	2/05/2021			188376		46.22
4263	COX COMMUNICATIONS KANSAS LLC	R	2/05/2021			188377		29.40
4263	COX COMMUNICATIONS KANSAS LLC	R	2/05/2021			188378		13.65
4263	COX COMMUNICATIONS KANSAS LLC	R	2/05/2021			188379		1,003.61
7517	CRAW-KAN TELEPHONE COOPERATIVE	R	2/05/2021			188380		1,191.16
0867	CUMMINS SALES AND SERVICE	R	2/05/2021			188381		119.81
1	DOMER, CHASE	R	2/05/2021			188382		352.12
8209	DPC ENTERPRISES LP	R	2/05/2021			188383		1,408.00
1108	EVERGY KANSAS CENTRAL INC	R	2/05/2021			188384		23.94
6358	FIREX, INC.	R	2/05/2021			188385		250.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 2/03/2021 THRU 2/16/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8335	JUSTIN FRAZIER	R	2/05/2021			188386		3,400.00
8378	GFL ENVIRONMENTAL SERVICES USA	R	2/05/2021			188387		414.55
5054	KANSAS ASSOC FOR COURT MANAGEM	R	2/05/2021			188388		150.00
7454	KANSAS POLYGRAPH ASSOCIATION,	R	2/05/2021			188389		25.00
7430	ADAM LUSKER	R	2/05/2021			188390		2,500.00
7831	AEGEAN, LLC	R	2/05/2021			188391		350.00
7865	TERRY A ROOKS	R	2/05/2021			188392		858.32
0188	SECRETARY OF STATE	R	2/05/2021			188393		421.50
7576	SEK URGENT CARE, LLC	R	2/05/2021			188394		750.00
8375	TRASH HOG LLC	R	2/05/2021			188395		905.00
6377	SOUTHEAST KANSAS RECYCLING CEN	R	2/05/2021			188398		30.00
6730	DJB INVESTMENTS, LLC	R	2/05/2021			188399		2,780.00
5589	CELLCO PARTNERSHIP	R	2/05/2021			188400		10,394.03
4050	CITRIX SYSTEMS INC	R	2/05/2021			188404		5,000.00
2876	CRAIG FARNSWORTH	R	2/12/2021			188405		168.00
7856	BARDAVON HEALTH INNOVATIONS, L	R	2/12/2021			188406		700.00
6835	BMI	R	2/12/2021			188407		368.00
1	CHCSEK	R	2/12/2021			188408		854.00
5283	CLASS LTD	R	2/12/2021			188409		48.60
4263	COX COMMUNICATIONS KANSAS LLC	R	2/12/2021			188410		96.14
0095	CRAWFORD COUNTY TREASURER	R	2/12/2021			188411		122,125.60
0375	WICHITA WATER CONDITIONING	R	2/12/2021			188412		28.50

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8370	WEX HEALTH, INC.	R	2/12/2021			188413		298.08
1	E & J INVESTMENTS, LLC	R	2/12/2021			188414		100,000.00
1108	EVERGY KANSAS CENTRAL INC	R	2/12/2021			188415		99,661.90
0118	FED EX	R	2/12/2021			188418		22.90
6358	FIREX, INC.	R	2/12/2021			188419		606.50
0339	GENERAL MACHINERY	R	2/12/2021			188420		11.76
8385	GOINS ENTERPRISES, INC	R	2/12/2021			188421		17,539.00
6923	HUGO'S INDUSTRIAL SUPPLY INC	R	2/12/2021			188422		307.13
7550	MOBILE WIRELESS, LLC	R	2/12/2021			188423		6,597.00
1	PINGREE, EULENE	R	2/12/2021			188424		20.00
3434	PITTSBURG SUNRISE ROTARY	R	2/12/2021			188425		168.75
0188	SECRETARY OF STATE	R	2/12/2021			188426		25.00
6377	SOUTHEAST KANSAS RECYCLING CEN	R	2/12/2021			188427		30.00
6260	TRANE	R	2/12/2021			188428		715.00
4839	VB ENTERPRISES, INC	R	2/12/2021			188429		1,620.00
5589	CELLCO PARTNERSHIP	R	2/12/2021			188430		380.90
2350	WCA WASTE SYSTEMS INC	R	2/12/2021			188431		919.94

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	56	516,554.43	0.24CR	511,554.19
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	15	172,331.42	0.00	172,331.42
EFT:	97	475,867.58	0.00	475,867.58
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	1 VOID DEBITS	0.00		
	VOID CREDITS	5,000.00CR	5,000.00CR	0.00
TOTAL ERRORS:	0			

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
				INVOICE AMOUNT		DISCOUNTS		CHECK AMOUNT
VENDOR SET: 99	BANK: 80144	TOTALS:	NO 169	1,159,753.43		0.24CR		1,159,753.19
BANK: 80144	TOTALS:		169	1,159,753.43		0.24CR		1,159,753.19
REPORT TOTALS:			169	1,159,753.43		0.24CR		1,159,753.19



Passed and approved this 23<sup>rd</sup> day of February, 2021.

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Chuck Munsell, Mayor

ATTEST:

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Tammy Nagel, City Clerk

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**INTEROFFICE MEMORANDUM**

To: Daron Hall, City Manager  
From: Quentin Holmes, Director of Community Development and Housing  
CC: Tammy Nagel, City Clerk  
Date: February 16, 2021  
Subject: Villas at Creekside – Phase 1 Public Hearing and Ordinance

On January 12<sup>th</sup>, 2021 The Pittsburg City Commission adopted Resolution 1242 calling for a public hearing to consider passing an ordinance which would create a Rural Housing Incentive District (RHID) for Villas at Creekside.

The Villas at Creekside is slated for a multi-phase development 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 4<sup>th</sup> Street.

Staff is recommending passage of Ordinance S-1077, creating this district for phase 1 of Villas at Creekside 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

**ORDINANCE NO. S-1077**

**AN ORDINANCE OF THE CITY OF PITTSBURG, KANSAS, ESTABLISHING A RURAL HOUSING INCENTIVE DISTRICT WITHIN THE CITY AND ADOPTING A PLAN FOR THE DEVELOPMENT OF HOUSING AND PUBLIC FACILITIES IN SUCH DISTRICT, AND MAKING CERTAIN FINDINGS IN CONJUNCTION THEREWITH (VILLAS AT CREEKSIDE-PHASE 1).**

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**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**, prior to such designation the governing body of such city shall conduct a housing needs analysis to determine what, if any, housing needs exist within its community; and

**WHEREAS**, after conducting such analysis, the governing body of such city may adopt a resolution making certain findings regarding the establishment of a rural housing incentive district and providing the legal description of property to be contained therein; and

**WHEREAS**, after publishing such resolution, the governing body of such city shall send a copy thereof to the Secretary of the Kansas Department of Commerce (the “Secretary”) requesting that the Secretary agree with the finding contained in such resolution; and

**WHEREAS**, if the Secretary agrees with such findings, such city may proceed with the establishment of a rural housing incentive district within such city and adopt a plan for the development or redevelopment of housing and public facilities in the proposed district; and

**WHEREAS**, the City of Pittsburg, Kansas (the “City”) has an estimated population of approximately 20,050, is located in Crawford County, Kansas, which has an estimated population of approximately 38,818, and therefore constitutes a city as the 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 (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 of the City has heretofore adopted Resolution No. 1242, which made a finding that the City is considering establishing the proposed District and adopting the proposed Plan pursuant to the Act, set forth the boundaries of the proposed District, provided a summary of the proposed Plan, called a public hearing concerning the establishment of the proposed District for February 23, 2021, and provided for notice of such public hearing as provided in the Act; and

**WHEREAS**, a public hearing was held on February 23, 2021, after notice was duly published and delivered in accordance with the provisions of the Act; and

**WHEREAS**, upon and considering the information and public comments received at the public hearing, the Governing Body of the City hereby deems it advisable to make certain findings to establish the proposed District and to adopt the proposed Plan.

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

**Section 1. Findings.** The Governing Body hereby finds that notice of the public hearing conducted February 23, 2021, was duly made in accordance with the provisions of the Act.

**Section 2. Creation of Rural Housing Incentive District.** A Rural Housing Incentive District is hereby created within the City in accordance with the provisions of the Act, which shall consist of the following described real property:

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.

The District's boundaries do not contain any property not referenced in Resolution No. 1242, which provided notice of the public hearing on the creation of the District and adoption of the Plan.

**Section 3. Approval of Development Plan.** The Plan for the development or redevelopment of housing and public facilities in the District, as presented to the Governing Body this date, is hereby approved. In addition, the approval of the Development Agreement relating to the Villas at Creekside-Phase 1 Rural Housing Incentive District between the City and the developers thereof is hereby ratified and confirmed.

**Section 4. Adverse Effect on Other Governmental Units.** If, within 30 days following the conclusion of the public hearing on February 23, 2021, any of the following occurs, the Governing Body shall take action to repeal this Ordinance:

(a) The Board of Education of Unified School District No. 250, Crawford County, Kansas (Pittsburg) determines by resolution that the District will have an adverse effect on such school district; or

(b) The Board of County Commissioners of Crawford County, Kansas, determines by resolution that the District will have an adverse effect on such county.

As of this date, the City has not received a copy of any such resolution and is not aware of the adoption of any such resolution by the governing body of either Unified School District No. 250, Crawford County, Kansas (Pittsburg) or of Crawford County, Kansas.

**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 Ordinance.

**Section 6. Effective Date.** This Ordinance shall be effective upon its passage by the Governing Body and publication one time in the official City newspaper.

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**PASSED** by the Governing Body of the City of Pittsburg, Kansas, and **SIGNED** by the Mayor on February 23, 2021.

(SEAL)

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Chuck Munsell, Mayor

ATTEST:

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Tammy Nagel, City Clerk

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**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 4 three-bedroom/two and a half-bathroom and 25 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 1,300 square 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**

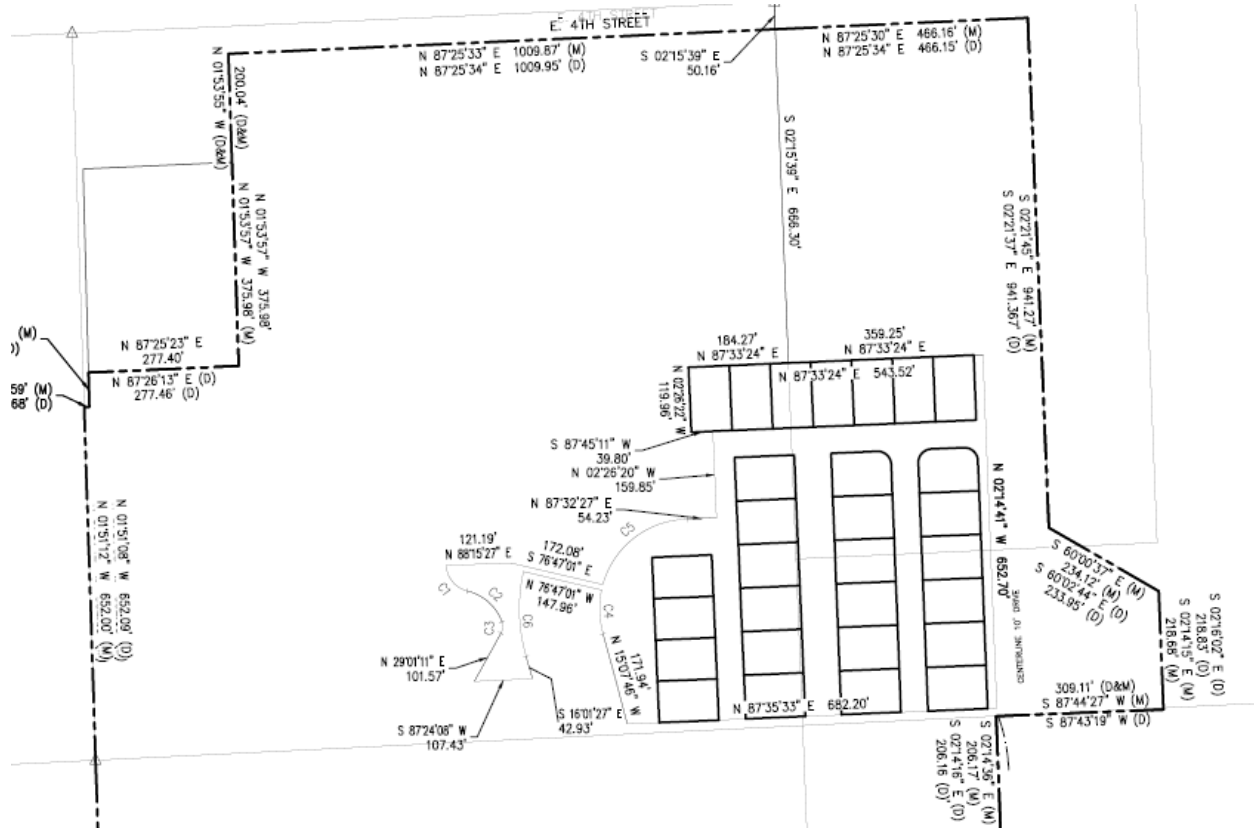
**LEGAL DESCRIPTION AND MAP OF THE DISTRICT**

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.



**EXHIBIT B**  
**DEVELOPMENT PLAN**  
**VILLAS AT CREEKSIDE-PHASE 1**  
**RURAL HOUSING INCENTIVE DISTRICT**  
**SITE PLAN**



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

**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](mailto: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](mailto: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](mailto: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](mailto: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](mailto: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**

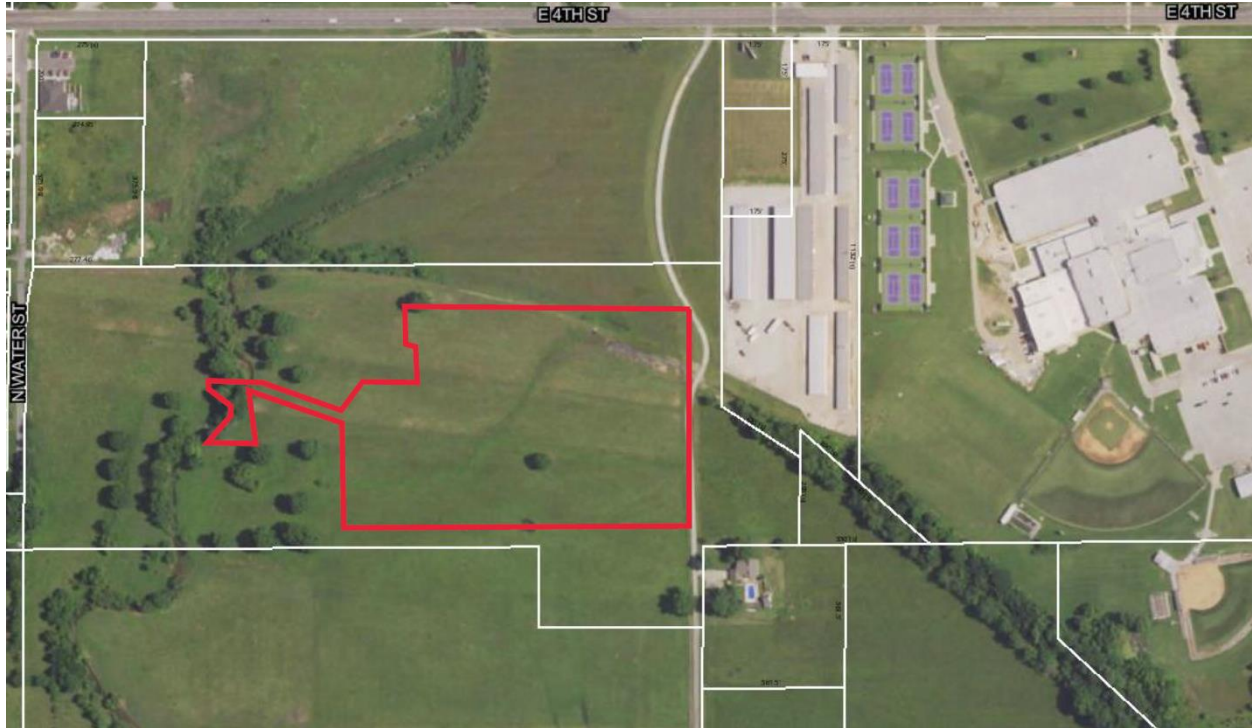
### **PROPERTY DESCRIPTION VILLAS AT CREEKSIDE-PHASE 1 RURAL HOUSING INCENTIVE DISTRICT**

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**

<b>Category</b>	<b>Estimated Amount</b>
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>
<b><i>Total</i></b>	<b><i>\$2,155,000</i></b>

## 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**

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

Estimated Eligible Expenses	\$2,155,000
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**Assumptions:** All units completed by February 2022 for Phase 1 (appraised Jan 2022 for taxes collected in 2022/23, assumed taxes levied on half value for 2022/23 since entire project not completed in time for Jan 2022 appraisal and full value thereafter)  
 Constant AV per unit  
 11.5% property class for assessed value  
 Constant mill levy based on 2020/21 levy  
 District created February 2021

**Assumptions:** All units completed by February 2022 for Phase 1 (appraised Jan 2022 for taxes collected in 2022/23, assumed taxes levied on half value for 2022/23 since entire project not completed in time for Jan 2022 appraisal and full value thereafter)  
 Constant AV per unit  
 11.5% property class for assessed value  
 Constant mill levy based on 2020/21 levy  
 District created February 2021



## Memorandum

**TO:** Daron Hall, City Manager

**FROM:** Blake Benson, Economic Development Director

**DATE:** February 18, 2021

**SUBJECT:** February 23, 2021 Agenda Item  
Villas at Creekside project

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3P Development Company has proposed to construct a residential development specifically built for those over the age of 55. In a presentation to the Economic Development Advisory Committee (EDAC) last July, the developer estimated that phase I would likely be a \$12 million project and could include 11 villas, a 38-unit condo building and three lease homes. As indicated in the developer's plans presented to the Pittsburgh city commission on January 12, 2021, those plans have been modified to include 29 villas of 2 bedroom/2 bath and 3 bedroom/2.5 bath units, along with outdoor amenities to include bocce ball courts, pickleball courts, a dog park and an outdoor gym. The project's value is expected to remain at \$12 million.

Their request to the Revolving Loan Fund, through the business name JMAC QOZ Business II, LLC, is two-fold, the first being a request to help get the road and utilities to the site. JMAC QOZ Business II, LLC estimates the City's portion of this cost not to exceed \$250,000. JMAC QOZ Business II, LLC, would design and build the road, then be reimbursed 2/3 of the cost upon completion of the road. JMAC QOZ Business II, LLC would then be reimbursed for the remaining 1/3 upon completion of phase I of the project.

JMAC QOZ Business II, LLC has also requested a repayable \$750,000 loan. The funds would be expended in 2021 and the loan would be repaid over five years at 1% interest beginning in 2022. The EDAC spent considerable time reviewing

the financial information and projections submitted by JMAC QOZ Business II, LLC as part of their application.

Following this review, the EDAC voted unanimously to recommend contributing up to \$250,000 to support infrastructure improvements for the JMAC QOZ Business II, LLC development. JMAC QOZ Business II, LLC, would design and build the road, then be reimbursed 2/3 of the cost upon completion of the road. JMAC QOZ Business II, LLC would then be reimbursed for the remaining 1/3 upon completion of phase I of the project. The EDAC also voted unanimously to recommend the City provide a \$750,000 loan to JMAC QOZ Business II, LLC to be repaid over five years at 1% interest beginning in 2022.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, February 23, 2021. Action being requested is approval or denial of the EDAC recommendations and, if approved, authorize the Mayor to sign the appropriate documents.



**APPLICATION FOR LOAN  
CITY OF PITTSBURG, KANSAS  
ECONOMIC DEVELOPMENT REVOLVING LOAN FUND  
(SALES TAX)**

**I. GENERAL INFORMATION**

1.	JMAC QOZ Business II, LLC Name of Applicant Firm	June 24, 2020 Date of Request
2.	1424 Country Meadows Drive, Bedford, TX Firm Address	312-401-9595 Firm Phone Number
3.	Names and addresses of all persons or corporation who would be obligated as either applicant or personal guarantors of loans:	
	Joe B. McAdams Name	132 Legend Circle, Hot Springs, AR 71913 Address
	Dexter Pearson/Phillip Lewis Name	23620 Interstate 30, Bryant, AR 72022 Address
4.	Names and addresses of the principal officers and directors of the applicant:	
	Joe McAdams Name	132 Legend Circle, Hot Springs, AR 71913 Address
	Dexter L. Pearson Name	P.O Box 100207, Arlington, VA 22210 Address
	Phillip Lewis Name	2400 Henry Ave., Bryant, AR 72022 Address
5.	Nature of applicant's business: Real Estate Development	
6.	The products to be assembled or manufactured or service to be rendered: Construction of a Senior Housing Development in the City of Pittsburg.	
7.	Walter Ebel Jr. Applicant's Attorney	501-370-4697 Phone Number
8.	Morgan Stanley Applicant's Financial Advisor	937-312-2250 Phone Number

9.	Christina Ellis	501-624-5788
	Applicant's Accountant	Phone Number
10.	Estimated amount of loan:	\$ 750,000
11.	Number of years to retire loan:	5 years
12.	List previous loans and credit references:	
	Veritex Bank, 972-483-8839	
	Morgan Stanley, 937-312-2248	

## II. USE OF LOAN PROCEEDS

1.	Amount requested for purchase of land:	\$	
2.	Amount requested for land improvements (bldgs):	\$	750,000
3.	Amount requested for machinery and equipment:	\$	
4.	Capitalized debt service:	\$	
5.	Loan closing costs:	\$	
6.	Working capital:	\$	
7.	Other (specify)	\$	
TOTAL REQUEST:		\$	750,000

## III. LOAN PROPOSAL

1.	Will the loan refinance an existing project?	No
2.	Will the loan proceeds be used to expand or replace an existing facility?	No
3.	Is the applicant presently located in the City of Pittsburg?	No
4.	What type and size of building will be constructed?	
	Phase I- 62,5550 SF Condo & Amenity Building, 11 Villas, 3 single family homes.	
5.	Name and address of contractor and/or architect:	
	3P Development Group, LLC, 23620 Interstate 30, Bryant, AR 72022	
	NOB Architecture & Design PLC/Ngozi Brown, 55 Prospect Trail, North Little Rock, AR 72202	
	MRDJA Custom Homes/Dushan Mrdja, 7034 Westshore Ave, Benton, AR 72019	
6.	What type of equipment will be financed?	None

7. If the applicant will be in direct competition with local firms,

(a) Name of firms: No

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(b) Describe nature of the competition: N/A

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#### IV. LOAN ANALYSIS

1. Has a financial advisor submitted an analysis indicating the need for the loan, the advisability of the loan or benefit to the applicant of the loan?

No

(If yes, attach a copy to this application.)

2. Has additional financing, whether internally generated or through other loans, been arranged? (If yes, explain on an attached sheet)

Yes.

3. Has the applicant investigated conventional financing?

Yes through several lenders.

#### V. PROPOSED LOCATION

1. Location of the proposed facility: 1700 block of East 4th street

2. If the facility is a proposed expansion or replacement of another plant, state size and location of current operations:

N/A

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3. What percentage of the facility will be occupied by the applicant? N/A

4. Is the prospective location properly zoned? We are submitting a PUD to the City PZC



5. If a zoning change is pending, cite application number and present status. If application has not been made, briefly describe what change will be needed and plans for submitting application:

3P Development will be submitting a PUD to the City Planning and Zoning commission for an Adult Living Community. The process of establishing a RHID will begin within the next 30 days.

6. If unusual demands for water or sewer services or police or fire protection will be made, specify the demands:

N/A

## VI. OWNERSHIP AND MANAGEMENT

1. Describe the organizational structure of applicant (proprietorship, partnership, subsidiary, corporation, etc.):

The final organization structure is will be finalized within the next 30 days.

JMAC-QOZ Business II, LLC will own the majority of the project. 3P Development Group, LLC will manage and develop the project. 3P will own a % of ownership of the project to be tbd.

Note relationship to a parent company: none

2. What portion of the project is being financed from other company funds (in addition to this loan)?

\$ 11.3m

Please explain An opportunity zone fund will provide the equity for the project and fund the operations of the opportunity zone business. All the details are in the process of being drafted by legal counsel.

3. Describe all threatened or outstanding litigation

N/A

4. Attach proforma statements for the first three (3) years of operation after issuance of the loan, including revenue projections, operating expense projections and a debt amortization schedule.

## VII. MEASURE OF ECONOMIC GROWTH AND BENEFIT

1. What dollar amount of sales is contemplated? N/A

2. What percentage of sales will be sold locally? N/A

3. What is the estimated amount of merchandise and services purchased locally, per year?  
Between \$9million - \$11million-Phase I of the project

4. How many people will the project employ:

Type:	Professional	2
	Technical	
	Clerical	1
	General Labor	Approximately 225 jobs to encompass all the trades

5. Number of current full-time employees at applicant's present location: N/A

6. What is ratio of loan fund dollars to jobs created? \$3,289/job

**VIII. In order to facilitate the timely processing of the application, please attach as part of the proposal the following items:**

1. Copies of applicant's financial statements for the past three years certified as correct by the owner or an authorized officer.
2. Applicant's most recent annual or quarterly financial report.
3. Interim financial statements, to date, for the current fiscal year.
4. Financial statements, current to date, for each personal guarantor, on forms, certified by a Certified Public Accountant or the guarantor.
5. Copies of both federal and state income tax returns filed by applicant and each personal guarantor during the past three years.
6. In certain cases, due to the size of the loan, audited financials may be required.
7. Completed business plan with three year financial projections.
8. Loan (if approved) must be personally guaranteed.

**IX. Applicant should be aware that additional financial data shall be required if requested by the City Manager, City Attorney or any other persons authorized by the City of Pittsburg, Kansas, including the Economic Development Revolving Loan Fund (Sales Tax) Committee (EDAC).**

**X. Attached hereto is a copy of the Collateral Requirements for the Economic Development Revolving Loan Fund (Sales Tax) for informational purposes. HOWEVER, APPLICANT ACKNOWLEDGES AND AGREES THAT SAID REQUIREMENTS AS WELL AS THIS APPLICATION ARE A SET OF GUIDELINES AND ANY OF THE PROVISIONS STATED THEREIN MAY BE WAIVED OR ADDED TO AT THE DISCRETION OF THE PITTSBURG CITY COMMISSION.**

- XI. EACH APPLICANT ALSO EXPRESSLY AGREES AND UNDERSTANDS THAT THE CITY'S MONETARY PLEDGE OF MONIES FROM THE FUND AND COMMITMENTS MADE IN ANY AGREEMENT SHALL BE CONTINGENT UPON THE CITY CONTINUING TO COLLECT THE ONE-HALF CENT CITY RETAILERS' SALES TAX; AND APPLICANT ACKNOWLEDGES THAT SAID SALES TAX MAY BE DISCONTINUED AS PROVIDED BY THE PROVISIONS OF K.S.A. 12-187 et. seq. AND AMENDMENTS THERETO, AT ANY TIME.

  
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Signature

25 June 2020

\_\_\_\_\_  
Date

Managing Member

\_\_\_\_\_  
Title

**COLLATERAL REQUIREMENTS – CITY OF PITTSBURG, KANSAS  
ECONOMIC DEVELOPMENT REVOLVING FUND  
(SALES TAX)**

The following documents will be required:

1. A fully completed and signed application, with documents required therein attached.
2. A fully completed and signed financial statement by each personal guarantor.
3. The federal income tax returns of each personal guarantor for the last three (3) years, whether calendar or fiscal years.
4. Documents confirming compliance with the Kansas Bulk Transfer Act, if the Act is applicable.
5. A personal guaranty agreement to be signed by each personal guarantor and spouse.
6. Key persons term life insurance on the principal personal guarantor.
7. If the applicant is a corporation, a resolution of the Board of Directors authorizing the appropriate offices of the Corporation to sign the various loan documents on behalf of the Corporation.
8. Loan Agreement and Security Agreement, with Use of Loan Proceeds form attached.
9. Promissory Notes and Mortgage.
10. UCC financial statements for filing with the Secretary of State and the Crawford County Register of Deeds.
11. Other relevant financial information or loan security documents requested by the City Manager, the City Attorney or any authorized representative of the City of Pittsburg, Kansas.