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| ORDINANCE NO. S-1089 - Consider approval of Ordinance No. S-1089, fixing the salary and compensation of the officers and employees of the City of Pittsburgh, Kansas. | |
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CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, October 11, 2022
5:30 PM

CALL TO ORDER BY THE MAYOR:

- a. Flag Salute Led by the Mayor
- b. Public Input
- c. Proclamation - Project Warmth Day - Received by Lou Ann Colyer

CONSENT AGENDA:

- a. Approval of the September 27, 2022, City Commission Meeting minutes.
- b. Approval of staff request to declare certain vehicles and/or equipment as surplus and authorize staff to dispose of the vehicles and/or equipment through the online auction service of Purple Wave, Inc.
- c. Approval of the Appropriation Ordinance for the period ending October 11, 2022, subject to the release of HUD expenditures when funds are received.

ROLL CALL VOTE.

PUBLIC HEARING:

- a. PUBLIC HEARING – PROPERTY TAX ABATEMENT – ATKINSON INDUSTRIES, INC. – The City of Pittsburg advertised for a Public Hearing to be held on October 11, 2022, at the City Commission Meeting, commencing at 5:30 p.m. in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, to consider the request for a tax abatement submitted by Atkinson Industries, Inc. **Following the Public Hearing, approve or disapprove the request and, if approved, direct staff to prepare the necessary Ordinance and authorize the Mayor to sign the appropriate documents on behalf of the City.**

CONSIDER THE FOLLOWING:

- a. VILLAS AT CREEKSIDE - UPDATED DEBT AND MORTGAGE SUBORDINATION AGREEMENT - Consider the recommendation of the Economic Development Advisory Committee (EDAC) to approve an updated debt and mortgage subordination agreement between Arvest Bank, The Villas at Creekside, LLC, and the City of Pittsburg, as the Villas at Creekside project loan has increased. **Approve or disapprove the recommendation and, if approved, authorize the Mayor to sign the Debt and Mortgage Subordination Agreement on behalf of the City.**

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, October 11, 2022
5:30 PM

- b. RESOLUTION NO. 1256 - Consider adoption of Resolution No. 1256, authorizing amendment to the Indenture of Trust relating to \$8,640,000 Industrial Development Revenue Bonds, Series 2017A and 2017B (Kendall Packaging Corporation Project) issued on January 25, 2017; and authorizing execution of related documents. **Approve or disapprove Resolution No. 1256 and, if approved, authorize the Mayor to sign the Resolution on behalf of the City.**

- c. ORDINANCE NO. S-1089 - Consider approval of Ordinance No. S-1089, fixing the salary and compensation of the officers and employees of the City of Pittsburg, Kansas. **Approve or disapprove Ordinance No. S-1089 and, if approved, authorize the Mayor to sign the Ordinance on behalf of the City.**

NON-AGENDA REPORTS & REQUESTS:

ADJOURNMENT

Office of the Mayor
CITY OF PITTSBURG, KANSAS

Proclamation

Whereas: Project Warmth is a community effort that has been in existence for over 30 years; and

Whereas: On Thursday, October 20th, 2022, from 11:00 a.m. to 2:00 p.m. and from 4:30 p.m. to 5:30 p.m., citizens may visit the lower level of the Memorial Auditorium & Convention Center and enjoy a bowl of chili or soup and a slice of homemade pie to support this worthy cause; and

Whereas: Reaching the annual goal would not be possible without the generous support of local businesses who donate their time and products to make this event successful; and

Whereas: We ask our community to support this effort and assist our neighbors in Crawford County with utility payments during the winter months.

Now, Therefore, I, Cheryl Brooks, Mayor of the City of Pittsburg, Kansas, do hereby proclaim Thursday, October 20th, 2022, as

PROJECT WARMTH DAY IN PITTSBURG

and urge all citizens to attend this important fundraiser to help our fellow citizens.

Dated this 11th day of October, 2022.

ATTEST:

City Clerk

Mayor

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
September 27, 2022

A Regular Session of the Board of Commissioners was held at 5:30 p.m. on Tuesday, September 27, 2022, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor Cheryl Brooks presiding and the following members present: Dawn McNay, Chuck Munsell and Ron Seglie. Commissioner Stu Hite participated in the meeting by phone.

Mayor Brooks led the flag salute.

INVOCATION – Bishop Walter Simpson, on behalf of the Lighthouse Temple Ministries, provided an invocation.

PUBLIC INPUT – Gary Edwards, 4057 Parkview Drive, Frontenac, expressed concern regarding the deteriorated condition of the Joe Sia Overpass and suggested that Crawford County, the City of Frontenac, and the City of Pittsburg work together to repair the Overpass. Mr. Edwards also expressed concern regarding the condition of other streets in town and the illegal dumping of trash.

APPROVAL OF MINUTES – On motion of McNay, seconded by Seglie, the Governing Body approved the September 13, 2022, City Commission Meeting minutes as presented. Motion carried.

APPROPRIATION ORDINANCE – On motion of McNay, seconded by Seglie, the Governing Body approved the Appropriation Ordinance for the period ending September 27, 2022, subject to the release of HUD expenditures when funds are received with the following roll call vote: Yea: Brooks, Hite, McNay, Munsell and Seglie. Motion carried.

Mayor Brooks announced that Commissioner Hite is participating in the meeting by phone.

FAMILIES AND CHILDREN TOGETHER, INC. REQUEST – On motion of Hite, seconded by McNay, the Governing Body approved the recommendation of the Economic Development Advisory Committee (EDAC) to support Families and Children Together, Inc. in the construction of a new alcohol treatment center and crisis stabilization unit near 30th and Michigan, by allocating \$400,000 in non-repayable funds, to be used specifically for infrastructure improvements. Motion carried.

HOMETOWN DEVELOPMENT GROUP / SEK INVESTMENTS, LLC - 1004 NORTH BROADWAY – On motion of Seglie, seconded by Munsell, the Governing Body approved the recommendation of the Economic Development Advisory Committee (EDAC) to grant the request submitted by Hometown Development Group to update the documents associated with their 2018 loan from the City of Pittsburg to reflect that the ownership of the property located at 1004 North Broadway has been transferred from Hometown Development Group to SEK Investments, LLC, and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
September 27, 2022

RESOLUTION NO. 1254 – On motion of McNay, seconded by Munsell, the Governing Body approved Resolution No. 1254, declaring the eligibility of the City of Pittsburg to submit an application to the Kansas Department of Wildlife, Parks and Tourism for use of the Land and Water Conservation Fund Program for the construction of a new miniature golf course at Four Oaks Golf Course and authorize the Mayor to sign the application, along with form SF-424C, and authorized the Mayor to sign the Resolution and other necessary documents on behalf of the City. Motion carried.

RESOLUTION NO. 1255 – On motion of McNay, seconded by Hite, the Governing Body approved Resolution No. 1255, certifying legal authority to apply for funding through the 2022 Kansas Moderate Income Housing Program from the Kansas Housing Resource Corporation (KHRC) and authorizing the Mayor to sign and submit such application, and authorized the Mayor to sign the Resolution and other necessary documents, once finalized, on behalf of the City. Motion carried.

PAYTON'S HAMLET, LLC – On motion of Seglie, seconded by McNay, the Governing Body approved staff recommendation to provide that the right to receive the Rural Housing Incentive District (RHID) reimbursement payments be assigned from Payton's Hamlet, LLC, to Equity Bank as a condition of the loan from Equity Bank to Payton's Hamlet, LLC. Motion carried.

NON-AGENDA REPORTS & REQUESTS –

BI-MONTHLY BUDGET REVIEW - Director of Finance Larissa Bowman provided the August 31, 2022, bi-monthly budget review.

DIRECTOR OF COMMUNITY DEVELOPMENT AND HOUSING INTRODUCTION – City Manager Daron Hall introduced Kim Froman, the City's newly appointed Director of Community Development and Housing.

RESPONSE TO PUBLIC INPUT – Discussion was held regarding the issues presented by Mr. Edwards during Public Input pertaining to the deteriorated condition of the Joe Sia Overpass. Commissioner Munsell agreed with Mr. Edwards' suggestion that Crawford County, the City of Frontenac and the City of Pittsburg to work together to repair the Joe Sia Overpass. Commissioner McNay encouraged Mr. Edwards to visit with the City of Frontenac administration regarding the needed repairs.

ADJOURNMENT: On motion of Seglie, seconded by Hite, the Governing Body adjourned the meeting at 6:22 p.m. Motion carried.

Cheryl L. Brooks, Mayor

ATTEST:

Tammy Nagel, City Clerk

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Director of Public Utilities

DATE: October 4, 2022

SUBJECT: Agenda Item – October 11, 2022
Surplus Property Declaration

The Department of Public Works & Utilities is seeking Governing Body action to declare the following vehicle and equipment as surplus property:

| VEHICLE/EQUIPMENT ID | DESCRIPTION | VIN/SERIAL NO. |
|----------------------|-------------------------------------|-------------------|
| 337-013 | Athey Mobil Sweeper | 1A9A14DB0JR059099 |
| NA | Ambulance body w/shop-built trailer | NA |
| 320-004 | 1999 Ford Dump Truck w/plow | 3FEWF80C3XMA01790 |
| 320-078 | 1996 Kodiak Chassis / Plow | 1GBK7H1P4TJ112463 |
| 341-111 | 2000 F150 | 1FTZF1822YNC12723 |
| 320-105 | 1998 C3500 Dump Truck | 1gbjc34f4wf072969 |
| NA | Olds Cutlass | NA |
| 317-046 | 2018 Charger | 2C3CDXKT4JH319436 |
| 317-040 | 2017 Charger | 2C3CDXKT4HH584447 |
| 317-044 | 2018 Charger | 2C3CDXKT0JH319434 |
| 320-022 | 2006 Henderson Salt Spreader | WSH-24506 |
| 320-023 | 1998 HiWay Salt Spreader | 109439 |
| 320-047 | 2006 Henderson Plow | MSP-03733 |
| 365-011 | 1995 HyFlo Power Washer | 173338 |
| NA | Dump Scissor Hoist | NA |
| NA | Truck Tool Boxes | NA |
| NA | Approx 16 Pallets Parts/Supplies | NA |
| 320-045 | 1979 Shop-built Snow Plow | NA |
| 317-047 | 2018 Charger | 2C3CDXKT6JH319437 |
| NA | Graphtec Sign Cutter | FC7000-100 |

MEMO TO: DARON HALL
October 4, 2022,
PAGE TWO

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, October 11, 2022. Action being requested is for the City Commission to declare the above vehicles and equipment as surplus and authorize City staff to dispose of it through the online auctioning services of Purple Wave, Inc. Any items that do not sell will be disposed of accordingly.

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

VENDOR SET: 99 City of Pittsburg, KS
BANK: * ALL BANKS
DATE RANGE: 9/21/2022 THRU 10/04/2022

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|---------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 8211 | UMB BANK N.A. | | | | | | | |
| 8211 | UMB BANK N.A. | | | | | | | |
| E-CHECK | UMB BANK N.A. | VOIDED | V 10/03/2022 | | | 016620 | | 107,835.75CR |
| C-CHECK | VOID CHECK | | V 9/30/2022 | | | 192150 | | |
| C-CHECK | VOID CHECK | | V 9/30/2022 | | | 192151 | | |

| | | | | |
|---------------------|---------------|----------------|--------------|--------------|
| * * 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: | 3 VOID DEBITS | 0.00 | | |
| | VOID CREDITS | 107,835.75CR | 107,835.75CR | 0.00 |

TOTAL ERRORS: 0

| | | | | |
|--------------------------------|----|----------------|-----------|--------------|
| | NO | INVOICE AMOUNT | DISCOUNTS | CHECK AMOUNT |
| VENDOR SET: 99 BANK: * TOTALS: | 3 | 107,835.75CR | 0.00 | 0.00 |
| BANK: * TOTALS: | 3 | 107,835.75CR | 0.00 | 0.00 |

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 9/21/2022 THRU 10/04/2022

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 0321 | KP&F | D | 9/30/2022 | | | 000000 | | 45,279.96 |
| 0728 | ICMA | D | 9/30/2022 | | | 000000 | | 1,241.57 |
| 1050 | KPERS | D | 9/30/2022 | | | 000000 | | 42,993.73 |
| 3079 | COMMERCE BANK | D | 9/27/2022 | | | 000000 | | 51,116.01 |
| 6415 | GREAT WEST TANDEM KPERS 457 | D | 9/30/2022 | | | 000000 | | 4,908.00 |
| 7290 | DELTA DENTAL OF KANSAS INC | D | 9/23/2022 | | | 000000 | | 2,625.75 |
| 7290 | DELTA DENTAL OF KANSAS INC | D | 9/30/2022 | | | 000000 | | 1,618.60 |
| 8051 | AFLAC GROUP INSURANCE | D | 9/22/2022 | | | 000000 | | 1,387.35 |
| 8526 | HEALTH PLANS, INC | D | 9/26/2022 | | | 000000 | | 35,718.76 |
| 8526 | HEALTH PLANS, INC | D | 9/30/2022 | | | 000000 | | 8,226.01 |
| 6528 | GALE GROUP/CENGAGE | E | 9/23/2022 | | | 016579 | | 107.96 |
| 6740 | ED M FELD EQUIPMENT COMPANY, I | E | 9/23/2022 | | | 016580 | | 145.00 |
| 8202 | PETROLEUM TRADERS CORPORATION | E | 9/23/2022 | | | 016581 | | 28,390.90 |
| 8467 | WASTE CORPORATION OF KANSAS, L | E | 9/23/2022 | | | 016582 | | 384.00 |
| 0105 | PITTSBURG AUTOMOTIVE | E | 9/23/2022 | | | 016583 | | 4.43 |
| 0112 | MARRONES INC | E | 9/23/2022 | | | 016584 | | 248.03 |
| 0135 | PITTSBURG AREA CHAMBER OF COMM | E | 9/23/2022 | | | 016585 | | 25,000.00 |
| 0142 | HECKERT CONSTRUCTION CO INC | E | 9/23/2022 | | | 016586 | | 57,890.70 |
| 0317 | KUNSHEK CHAT & COAL CO, INC. | E | 9/23/2022 | | | 016587 | | 2,321.49 |
| 0335 | CUSTOM AWARDS, LLC | E | 9/23/2022 | | | 016588 | | 6.00 |
| 0505 | SIRCHIE FINGER PRINT LABORATOR | E | 9/23/2022 | | | 016589 | | 86.55 |
| 0577 | KANSAS GAS SERVICE | E | 9/23/2022 | | | 016590 | | 3,301.94 |

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 9/21/2022 THRU 10/04/2022

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 0636 | SAM BROWN & SON SHEET METAL | E | 9/23/2022 | | | 016591 | | 120.00 |
| 0866 | AVFUEL CORPORATION | E | 9/23/2022 | | | 016592 | | 32,536.85 |
| 1478 | KANSASLAND TIRE #1828 | E | 9/23/2022 | | | 016593 | | 298.02 |
| 1792 | B&L WATERWORKS SUPPLY, LLC | E | 9/23/2022 | | | 016594 | | 3,500.89 |
| 2137 | VAN-WALL EQUIPMENT, INC | E | 9/23/2022 | | | 016595 | | 126.64 |
| 2186 | PRODUCERS COOPERATIVE ASSOCIAT | E | 9/23/2022 | | | 016596 | | 1,870.94 |
| 2767 | BRENNTAG SOUTHWEST, INC | E | 9/23/2022 | | | 016597 | | 2,512.28 |
| 2960 | PACE ANALYTICAL SERVICES LLC | E | 9/23/2022 | | | 016598 | | 5,287.73 |
| 4603 | KANSAS GOLF AND TURF INC | E | 9/23/2022 | | | 016599 | | 197.06 |
| 5420 | AQUIONICS INC | E | 9/23/2022 | | | 016600 | | 319.46 |
| 5855 | STERICYCLE, INC. | E | 9/23/2022 | | | 016601 | | 117.65 |
| 5855 | STERICYCLE, INC. | E | 9/23/2022 | | | 016602 | | 396.64 |
| 5931 | VOGEL HEATING & COOLING INC | E | 9/23/2022 | | | 016603 | | 186.80 |
| 6175 | HENRY C MENGHINI | E | 9/23/2022 | | | 016604 | | 150.00 |
| 6402 | BEAN'S TOWING & AUTO BODY | E | 9/23/2022 | | | 016605 | | 1,865.70 |
| 6558 | VERMONT SYSTEMS INC | E | 9/23/2022 | | | 016606 | | 1,881.25 |
| 6595 | AMAZON.COM, INC | E | 9/23/2022 | | | 016607 | | 26,449.23 |
| 6875 | DARON HALL | E | 9/23/2022 | | | 016608 | | 488.75 |
| 7151 | QUADIENT FINANCE USA INC | E | 9/23/2022 | | | 016609 | | 1,300.00 |
| 7427 | OLSSON INC | E | 9/23/2022 | | | 016610 | | 13,466.26 |
| 7906 | ARNETT GLASS | E | 9/23/2022 | | | 016611 | | 75.00 |
| 8309 | MISSISSIPPI LIME COMPANY | E | 9/23/2022 | | | 016612 | | 7,301.08 |

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 8325 | FLEET FUELS LLC | E | 9/23/2022 | | | 016613 | | 1,101.52 |
| 8328 | BRADEN PEAK DRAIN SERVICES LLC | E | 9/23/2022 | | | 016614 | | 195.00 |
| 8660 | CHNI, LLC | E | 9/23/2022 | | | 016615 | | 242.08 |
| 8661 | ACUITY SPECIALTY PRODUCTS, INC | E | 9/23/2022 | | | 016616 | | 159.06 |
| 8663 | DUSTIN TROUT | E | 9/23/2022 | | | 016617 | | 350.00 |
| 8211 | UMB BANK N.A. | V | 10/03/2022 | | | 016620 | | 107,835.75 |
| 8211 | UMB BANK N.A. | | | | | | | |
| 8211 | UMB BANK N.A. | | | | | | | |
| E-CHECK | UMB BANK N.A. | VOIDED | V | 10/03/2022 | | 016620 | | 107,835.75CR |
| 8211 | UMB BANK N.A. | E | 10/03/2022 | | | 016621 | | |
| 8211 | UMB BANK N.A. | E | 10/03/2022 | | | 016623 | | 57,632.20 |
| 5989 | CASCO INDUSTRIES INC | E | 10/03/2022 | | | 016624 | | 465.80 |
| 6528 | GALE GROUP/CENGAGE | E | 10/03/2022 | | | 016625 | | 147.15 |
| 6740 | ED M FELD EQUIPMENT COMPANY, I | E | 10/03/2022 | | | 016626 | | 238.00 |
| 8236 | NORTHGATE ASSOCIATES LLC | E | 10/03/2022 | | | 016627 | | 12,887.41 |
| 0046 | ETTINGERS OFFICE SUPPLY | E | 10/03/2022 | | | 016628 | | 190.90 |
| 0054 | JOPLIN SUPPLY COMPANY | E | 10/03/2022 | | | 016629 | | 17,546.55 |
| 0055 | JOHN'S SPORT CENTER, INC. | E | 10/03/2022 | | | 016630 | | 2,669.00 |
| 0101 | BUG-A-WAY INC | E | 10/03/2022 | | | 016631 | | 30.00 |
| 0105 | PITTSBURG AUTOMOTIVE | E | 10/03/2022 | | | 016632 | | 1,824.77 |
| 0112 | MARRONES INC | E | 10/03/2022 | | | 016633 | | 267.94 |
| 0142 | HECKERT CONSTRUCTION CO INC | E | 10/03/2022 | | | 016634 | | 54,073.46 |
| 0202 | CLIFF HIX ENGINEERING INC | E | 10/03/2022 | | | 016635 | | 480.00 |

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 0292 | UNIFIRST CORPORATION | E | 10/03/2022 | | | 016636 | | 76.74 |
| 0294 | COPY PRODUCTS, INC. | E | 10/03/2022 | | | 016637 | | 2,054.07 |
| 0317 | KUNSHEK CHAT & COAL CO, INC. | E | 10/03/2022 | | | 016638 | | 912.60 |
| 0335 | CUSTOM AWARDS, LLC | E | 10/03/2022 | | | 016639 | | 25.00 |
| 0409 | WISEMAN'S DISCOUNT TIRE INC | E | 10/03/2022 | | | 016640 | | 98.95 |
| 0438 | PAUL KEYS | E | 10/03/2022 | | | 016641 | | 530.00 |
| 0659 | PAYNES INC | E | 10/03/2022 | | | 016642 | | 232.50 |
| 0746 | CDL ELECTRIC COMPANY INC | E | 10/03/2022 | | | 016643 | | 2,259.30 |
| 1478 | KANSASLAND TIRE #1828 | E | 10/03/2022 | | | 016644 | | 6,722.08 |
| 1792 | B&L WATERWORKS SUPPLY, LLC | E | 10/03/2022 | | | 016645 | | 9,565.64 |
| 2767 | BRENNTAG SOUTHWEST, INC | E | 10/03/2022 | | | 016646 | | 3,548.20 |
| 3802 | BRENNTAG MID-SOUTH INC | E | 10/03/2022 | | | 016647 | | 3,245.00 |
| 4307 | HENRY KRAFT, INC. | E | 10/03/2022 | | | 016648 | | 442.48 |
| 5014 | MID-AMERICA SANITATION INC. | E | 10/03/2022 | | | 016649 | | 75.00 |
| 5552 | NATIONAL SIGN CO INC | E | 10/03/2022 | | | 016650 | | 857.50 |
| 5883 | SPROULS CONSTRUCTION INC | E | 10/03/2022 | | | 016651 | | 211,668.30 |
| 6128 | TBS ELECTRONICS INC | E | 10/03/2022 | | | 016652 | | 976.00 |
| 6464 | PRO X PROPERTY SOLUTIONS, LLC | E | 10/03/2022 | | | 016653 | | 1,500.00 |
| 6851 | SCHULTE SUPPLY INC | E | 10/03/2022 | | | 016654 | | 1,177.08 |
| 7038 | SIGNET COFFEE ROASTERS | E | 10/03/2022 | | | 016655 | | 46.25 |
| 7167 | QUADIENT LEASING USA INC | E | 10/03/2022 | | | 016656 | | 345.93 |
| 7240 | JAY HATFIELD CERTIFIED USED CA | E | 10/03/2022 | | | 016657 | | 500.55 |

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 9/21/2022 THRU 10/04/2022

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 7427 | OLSSON INC | E | 10/03/2022 | | | 016658 | | 2,237.84 |
| 7655 | HW ACQUISITIONS, PA | E | 10/03/2022 | | | 016659 | | 4,425.75 |
| 7995 | HERITAGE TRACTOR INC | E | 10/03/2022 | | | 016660 | | 144.34 |
| 8046 | CONVERGEONE, INC. | E | 10/03/2022 | | | 016661 | | 225.00 |
| 8080 | SUNNYVALE INVESTMENT PROPERTIE | E | 10/03/2022 | | | 016662 | | 60.00 |
| 8309 | MISSISSIPPI LIME COMPANY | E | 10/03/2022 | | | 016663 | | 14,610.92 |
| 8643 | JEANNE ELLIOTT | E | 10/03/2022 | | | 016664 | | 650.00 |
| 8649 | UPLINK, LLC | E | 10/03/2022 | | | 016665 | | 1,040.00 |
| 8666 | EMERGENCY SIGHT AND SOUND, LLC | E | 10/03/2022 | | | 016666 | | 308.97 |
| 0516 | AMERICAN CONCRETE CO INC | R | 9/22/2022 | | | 192105 | | 9,977.80 |
| 8539 | ARROWHEAD TRUCK EQUIPMENT, INC | R | 9/22/2022 | | | 192106 | | 11,500.00 |
| 8655 | ABIGAL BEAMAN | R | 9/22/2022 | | | 192107 | | 70.00 |
| 8278 | GERSON BOCANEGRA | R | 9/22/2022 | | | 192108 | | 25.00 |
| 8664 | CLEAR CREEK GOLF CAR & VEHICLE | R | 9/22/2022 | | | 192109 | | 910.00 |
| 8217 | COMPASS GROUP USA, INC. | R | 9/22/2022 | | | 192110 | | 526.35 |
| 8651 | PAYTON COPHER | R | 9/22/2022 | | | 192111 | | 220.00 |
| 8576 | FRANK R CORDER | R | 9/22/2022 | | | 192112 | | 50.00 |
| 7517 | CRAW-KAN TELEPHONE COOPERATIVE | R | 9/22/2022 | | | 192113 | | 89.98 |
| 5857 | CREATIVE PRODUCT SOURCING INC | R | 9/22/2022 | | | 192114 | | 1,141.73 |
| 1 | CURRAN, MARK | R | 9/22/2022 | | | 192115 | | 40.00 |
| 7541 | DEERE AND COMPANY | R | 9/22/2022 | | | 192116 | | 59,520.95 |
| 1108 | EVERGY KANSAS CENTRAL INC | R | 9/22/2022 | | | 192117 | | 2,994.74 |

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 9/21/2022 THRU 10/04/2022

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 1 | HARE, SAMANTHA | R | 9/22/2022 | | | 192118 | | 40.00 |
| 1 | JIMENEZ, ALICIA | R | 9/22/2022 | | | 192119 | | 20.00 |
| 0845 | JOCK'S NITCH | R | 9/22/2022 | | | 192120 | | 255.00 |
| 1 | KS HOUSING RESOURCES | R | 9/22/2022 | | | 192121 | | 72.00 |
| 1 | KS HOUSING RESOURCES CORP. | R | 9/22/2022 | | | 192122 | | 112.52 |
| 1 | LINDSEY, SHAWNA | R | 9/22/2022 | | | 192123 | | 50.00 |
| 0033 | LOU'S GLOVES | R | 9/22/2022 | | | 192124 | | 483.00 |
| 8505 | PITTSBURG PUBLISHING COMPANY, | R | 9/22/2022 | | | 192125 | | 76.45 |
| 7480 | RODGER PETRAIT | R | 9/22/2022 | | | 192126 | | 125.00 |
| 1 | RICHARDSON, KIMBERLY | R | 9/22/2022 | | | 192127 | | 20.00 |
| 8089 | JORAN STOUT-MITCHELL | R | 9/22/2022 | | | 192128 | | 75.00 |
| 7442 | UNIFIED SCHOOL DISTRICT #250-C | R | 9/22/2022 | | | 192129 | | 1,137.50 |
| 6154 | 4 STATE MAINTENANCE SUPPLY INC | R | 9/30/2022 | | | 192134 | | 170.00 |
| 0516 | AMERICAN CONCRETE CO INC | R | 9/30/2022 | | | 192135 | | 2,490.78 |
| 8539 | ARROWHEAD TRUCK EQUIPMENT, INC | R | 9/30/2022 | | | 192136 | | 3,885.00 |
| 5561 | AT&T MOBILITY | R | 9/30/2022 | | | 192137 | | 136.20 |
| 7856 | BARDAVON HEALTH INNOVATIONS, L | R | 9/30/2022 | | | 192138 | | 225.00 |
| 5966 | BERRY COMPANIES, INC. | R | 9/30/2022 | | | 192139 | | 52.72 |
| 8278 | GERSON BOCANEGRA | R | 9/30/2022 | | | 192140 | | 25.00 |
| 4051 | TOBY BOOK | R | 9/30/2022 | | | 192141 | | 53.87 |
| 1 | BROADWAY ANIMAL HOSPITAL | R | 9/30/2022 | | | 192142 | | 200.00 |
| 0146 | CHAPMAN'S LOCKSMITHING | R | 9/30/2022 | | | 192143 | | 430.50 |

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 9/21/2022 THRU 10/04/2022

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|-------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 1616 | CITY OF PITTSBURG | R | 9/30/2022 | | | 192144 | | 100.00 |
| 8651 | PAYTON COPHER | R | 9/30/2022 | | | 192145 | | 150.00 |
| 8576 | FRANK R CORDER | R | 9/30/2022 | | | 192146 | | 125.00 |
| 4263 | COX COMMUNICATIONS KANSAS LLC | R | 9/30/2022 | | | 192147 | | 96.55 |
| 4263 | COX COMMUNICATIONS KANSAS LLC | R | 9/30/2022 | | | 192148 | | 34.64 |
| 1108 | EVERGY KANSAS CENTRAL INC | R | 9/30/2022 | | | 192149 | | 134,941.93 |
| 1 | GINN, COLLETTE | R | 9/30/2022 | | | 192152 | | 60.00 |
| 1 | GRIMES, MARYBETH | R | 9/30/2022 | | | 192153 | | 20.00 |
| 6923 | HUGO'S INDUSTRIAL SUPPLY INC | R | 9/30/2022 | | | 192154 | | 35.24 |
| 5228 | KDHE | R | 9/30/2022 | | | 192155 | | 85.69 |
| 8599 | ALLISON LATHIM | R | 9/30/2022 | | | 192156 | | 105.00 |
| 8667 | ANNIE LEE | R | 9/30/2022 | | | 192157 | | 210.00 |
| 7635 | DOUG LINDER | R | 9/30/2022 | | | 192158 | | 164.15 |
| 8505 | PITTSBURG PUBLISHING COMPANY, | R | 9/30/2022 | | | 192159 | | 41.70 |
| 8646 | AUTUMN BREANNE NELSON | R | 9/30/2022 | | | 192160 | | 105.00 |
| 7480 | RODGER PETRAIT | R | 9/30/2022 | | | 192161 | | 275.00 |
| 1 | ROBBEN, TIM | R | 9/30/2022 | | | 192162 | | 60.00 |
| 8118 | FRANK E ROBISON | R | 9/30/2022 | | | 192163 | | 100.00 |
| 8668 | SGH REDGLAZE HOLDINS, INC | R | 9/30/2022 | | | 192164 | | 21,370.00 |
| 1 | TEUTSCH, SHERRI | R | 9/30/2022 | | | 192165 | | 40.00 |
| 7808 | TYLER BUSINESS FORMS | R | 9/30/2022 | | | 192166 | | 449.07 |
| 1 | VANWINCKLE, DAVE | R | 9/30/2022 | | | 192167 | | 60.00 |

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|-----------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 1 | WALSH, JEREMIAH | R | 9/30/2022 | | | 192168 | | 13.00 |

| | | | | | | |
|---------------------|----|--------------|--------------|----------------|-----------|--------------|
| * * T O T A L S * * | | NO | | INVOICE AMOUNT | DISCOUNTS | CHECK AMOUNT |
| REGULAR CHECKS: | 58 | | | 255,844.06 | 0.00 | 255,844.06 |
| HAND CHECKS: | 0 | | | 0.00 | 0.00 | 0.00 |
| DRAFTS: | 10 | | | 195,115.74 | 0.00 | 195,115.74 |
| EFT: | 84 | | | 747,233.81 | 0.00 | 639,398.06 |
| NON CHECKS: | 0 | | | 0.00 | 0.00 | 0.00 |
| VOID CHECKS: | 1 | VOID DEBITS | 0.00 | | | |
| | | VOID CREDITS | 107,835.75CR | 107,835.75CR | 0.00 | |

TOTAL ERRORS: 0

| | | | | | |
|-----------------------------------|-----|--|----------------|-----------|--------------|
| | NO | | INVOICE AMOUNT | DISCOUNTS | CHECK AMOUNT |
| VENDOR SET: 99 BANK: 80144TOTALS: | 153 | | 1,090,357.86 | 0.00 | 1,090,357.86 |
| BANK: 80144 TOTALS: | 153 | | 1,090,357.86 | 0.00 | 1,090,357.86 |

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 6686 | PURPLE WAVE INC | E | 9/23/2022 | | | 016618 | | 17,600.00 |
| 8665 | KANSAS INVESTIGATIVE SERVICES, | E | 9/26/2022 | | | 016619 | | 604.25 |
| 2582 | DLT SOLUTIONS, LLC. | E | 10/03/2022 | | | 016667 | | 4,454.62 |

| | | | | |
|---------------------|---------------|----------------|-----------|--------------|
| * * 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: | 3 | 22,658.87 | 0.00 | 22,658.87 |
| NON CHECKS: | 0 | 0.00 | 0.00 | 0.00 |
| VOID CHECKS: | 0 VOID DEBITS | 0.00 | | |
| | VOID CREDITS | 0.00 | 0.00 | |

TOTAL ERRORS: 0

| | | | | |
|----------------------------------|----|----------------|-----------|--------------|
| | NO | INVOICE AMOUNT | DISCOUNTS | CHECK AMOUNT |
| VENDOR SET: 99 BANK: EFT TOTALS: | 3 | 22,658.87 | 0.00 | 22,658.87 |
| BANK: EFT TOTALS: | 3 | 22,658.87 | 0.00 | 22,658.87 |

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 1982 | KENNETH N STOTTS, SR | E | 10/04/2022 | | | 016748 | | 440.00 |
| 3668 | MID AMERICA PROPERTIES OF PITT | E | 10/04/2022 | | | 016749 | | 1,235.00 |
| 6298 | L. KEVAN SCHUPBACH | E | 10/04/2022 | | | 016750 | | 1,602.00 |
| 6464 | PRO X PROPERTY SOLUTIONS, LLC | E | 10/04/2022 | | | 016751 | | 930.00 |
| 6926 | MARTIN KYLE SAYRE | E | 10/04/2022 | | | 016752 | | 750.00 |
| 8005 | REMINGTON SQUARE APARTMENTS OF | E | 10/04/2022 | | | 016753 | | 524.00 |
| 8080 | SUNNYVALE INVESTMENT PROPERTIE | E | 10/04/2022 | | | 016754 | | 888.00 |
| 8549 | JENNIFER STOOKEY | E | 10/04/2022 | | | 016755 | | 750.00 |
| 4636 | EVERGY KANSAS CENTRAL INC. (HA | R | 10/03/2022 | | | 192178 | | 240.00 |

| | | | | |
|---------------------|---------------|----------------|-----------|--------------|
| * * T O T A L S * * | NO | INVOICE AMOUNT | DISCOUNTS | CHECK AMOUNT |
| REGULAR CHECKS: | 1 | 240.00 | 0.00 | 240.00 |
| HAND CHECKS: | 0 | 0.00 | 0.00 | 0.00 |
| DRAFTS: | 0 | 0.00 | 0.00 | 0.00 |
| EFT: | 8 | 7,119.00 | 0.00 | 7,119.00 |
| NON CHECKS: | 0 | 0.00 | 0.00 | 0.00 |
| VOID CHECKS: | 0 VOID DEBITS | 0.00 | | |
| | VOID CREDITS | 0.00 | 0.00 | |

TOTAL ERRORS: 0

| | | | | |
|----------------------------------|----|----------------|-----------|--------------|
| | NO | INVOICE AMOUNT | DISCOUNTS | CHECK AMOUNT |
| VENDOR SET: 99 BANK: EHV TOTALS: | 9 | 7,359.00 | 0.00 | 7,359.00 |
| BANK: EHV TOTALS: | 9 | 7,359.00 | 0.00 | 7,359.00 |

VENDOR SET: 99 City of Pittsburgh, KS

BANK: HAP BMO HARRIS BANK-HAP

DATE RANGE: 9/21/2022 THRU 10/04/2022

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 5906 | JOHN HINRICHS | E | 10/04/2022 | | | 016668 | | 181.00 |
| 5961 | LAWRENCE A VANBECELAERE | E | 10/04/2022 | | | 016669 | | 49.00 |
| 7717 | LAWRENCE E GIGER | E | 10/04/2022 | | | 016670 | | 557.00 |
| 7837 | MARJI RENTALS, LLC | E | 10/04/2022 | | | 016671 | | 273.00 |
| 8498 | PITTSBURG HIGHLANDS GP, LLC | E | 10/04/2022 | | | 016672 | | 2,536.00 |
| 8512 | GORILLA GRIP LLC | E | 10/04/2022 | | | 016673 | | 993.00 |
| 8580 | GARY MORRISON REAL ESTATE, INC | E | 10/04/2022 | | | 016674 | | 639.00 |
| 8582 | GARY K CONNER | E | 10/04/2022 | | | 016675 | | 1,443.00 |
| 0372 | CONNER REALTY | E | 10/04/2022 | | | 016676 | | 914.00 |
| 1008 | BENJAMIN M BEASLEY | E | 10/04/2022 | | | 016677 | | 1,056.00 |
| 1231 | JOHN LOVELL | E | 10/04/2022 | | | 016678 | | 206.00 |
| 1609 | PHILLIP H. O'MALLEY | E | 10/04/2022 | | | 016679 | | 1,665.00 |
| 3082 | JOHN R JONES | E | 10/04/2022 | | | 016680 | | 334.00 |
| 3142 | COMMUNITY MENTAL HEALTH CENTER | E | 10/04/2022 | | | 016681 | | 715.00 |
| 3162 | TOM YOAKAM | E | 10/04/2022 | | | 016682 | | 729.00 |
| 3218 | CHERYL L BROOKS | E | 10/04/2022 | | | 016683 | | 319.00 |
| 3272 | DUNCAN HOUSING LLC | E | 10/04/2022 | | | 016684 | | 2,994.00 |
| 3273 | RICHARD F THENIKL | E | 10/04/2022 | | | 016685 | | 715.00 |
| 3294 | JOHN R SMITH | E | 10/04/2022 | | | 016686 | | 1,356.00 |
| 3668 | MID AMERICA PROPERTIES OF PITT | E | 10/04/2022 | | | 016687 | | 11,154.00 |
| 4054 | MICHAEL A SMITH | E | 10/04/2022 | | | 016688 | | 839.00 |
| 4492 | PITTSBURG SENIORS LP | E | 10/04/2022 | | | 016689 | | 3,734.00 |

VENDOR SET: 99 City of Pittsburg, KS

BANK: HAP BMO HARRIS BANK-HAP

DATE RANGE: 9/21/2022 THRU 10/04/2022

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 5393 | ANGELES PROPERTIES LLC - HAP | E | 10/04/2022 | | | 016690 | | 2,358.00 |
| 5549 | DELBERT BAIR | E | 10/04/2022 | | | 016691 | | 282.00 |
| 5656 | EARL L. HARTMAN | E | 10/04/2022 | | | 016692 | | 1,382.00 |
| 5658 | DEANNA J HIGGINS | E | 10/04/2022 | | | 016693 | | 220.00 |
| 5676 | BARBARA TODD | E | 10/04/2022 | | | 016694 | | 32.00 |
| 5817 | JAMA ENTERPRISES LLP | E | 10/04/2022 | | | 016695 | | 288.00 |
| 5834 | DENNIS TROUT | E | 10/04/2022 | | | 016696 | | 370.00 |
| 5957 | PASTEUR PROPERTIES | E | 10/04/2022 | | | 016697 | | 3,283.00 |
| 6090 | RANDAL BENNEFELD | E | 10/04/2022 | | | 016698 | | 194.00 |
| 6161 | MICHAEL J STOTTS | E | 10/04/2022 | | | 016699 | | 165.00 |
| 6269 | EDWARD SWOR | E | 10/04/2022 | | | 016700 | | 608.00 |
| 6298 | L. KEVAN SCHUPBACH | E | 10/04/2022 | | | 016701 | | 12,838.00 |
| 6394 | KEVIN R. HALL | E | 10/04/2022 | | | 016702 | | 2,313.00 |
| 6441 | HEATHER MASON WHITE | E | 10/04/2022 | | | 016703 | | 980.00 |
| 6464 | PRO X PROPERTY SOLUTIONS, LLC | E | 10/04/2022 | | | 016704 | | 13,183.00 |
| 6673 | JUDITH A COLLINS | E | 10/04/2022 | | | 016705 | | 201.00 |
| 6694 | DELBERT BAIR | E | 10/04/2022 | | | 016706 | | 464.00 |
| 6708 | CHARLES R. MERTZ | E | 10/04/2022 | | | 016707 | | 268.00 |
| 6877 | CHRISTOPHER KYLE BATTAGLIA | E | 10/04/2022 | | | 016708 | | 672.00 |
| 6916 | STILWELL HERITAGE & EDUCATIONA | E | 10/04/2022 | | | 016709 | | 1,979.00 |
| 7083 | PITTSBURG HEIGHTS, LP | E | 10/04/2022 | | | 016710 | | 4,328.00 |
| 7112 | RANDY VILELA BODY REPAIR, TRU | E | 10/04/2022 | | | 016711 | | 1,093.00 |

VENDOR SET: 99 City of Pittsburg, KS

BANK: HAP BMO HARRIS BANK-HAP

DATE RANGE: 9/21/2022 THRU 10/04/2022

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 7294 | AMMP PROPERTIES, LLC | E | 10/04/2022 | | | 016712 | | 848.00 |
| 7312 | JASON HARRIS | E | 10/04/2022 | | | 016713 | | 411.00 |
| 7326 | RANDY ALLEE | E | 10/04/2022 | | | 016714 | | 819.00 |
| 7431 | R&R RENTALS OF PITTSBURG LLC | E | 10/04/2022 | | | 016715 | | 168.00 |
| 7524 | SOUTHEAST KANSAS COMMUNITY ACT | E | 10/04/2022 | | | 016716 | | 263.00 |
| 7554 | TRAVIS R RIDGWAY | E | 10/04/2022 | | | 016717 | | 339.00 |
| 7582 | KIRK A DUNCAN | E | 10/04/2022 | | | 016718 | | 682.00 |
| 7587 | DAVID RUA | E | 10/04/2022 | | | 016719 | | 478.00 |
| 7645 | SEWARD RENTALS, LLC | E | 10/04/2022 | | | 016720 | | 967.00 |
| 7654 | A & R RENTALS, LLC | E | 10/04/2022 | | | 016721 | | 413.00 |
| 7669 | CHARLES GILMORE | E | 10/04/2022 | | | 016722 | | 505.00 |
| 7741 | SUSAN E ADAMS | E | 10/04/2022 | | | 016723 | | 175.00 |
| 7805 | KIRK DARROW | E | 10/04/2022 | | | 016724 | | 118.00 |
| 7864 | CB HOMES LLC | E | 10/04/2022 | | | 016725 | | 800.00 |
| 7866 | JAMES MICHAEL HORTON | E | 10/04/2022 | | | 016726 | | 1,022.00 |
| 7918 | CITY OF LEAVENWORTH | E | 10/04/2022 | | | 016727 | | 707.34 |
| 8005 | REMINGTON SQUARE APARTMENTS OF | E | 10/04/2022 | | | 016728 | | 8,866.00 |
| 8080 | SUNNYVALE INVESTMENT PROPERTIE | E | 10/04/2022 | | | 016729 | | 5,470.00 |
| 8174 | MICHAEL A SMITH | E | 10/04/2022 | | | 016730 | | 547.00 |
| 8329 | CHARLES P. SIMPSON | E | 10/04/2022 | | | 016731 | | 472.00 |
| 8402 | BEVERLY D PETERSON | E | 10/04/2022 | | | 016732 | | 215.00 |
| 8426 | JOHN F KENNEDY | E | 10/04/2022 | | | 016733 | | 631.00 |

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 8455 | WILLIAM JOSHUA JAMESON | E | 10/04/2022 | | | 016734 | | 562.00 |
| 8492 | RUSSELL F. MIZE | E | 10/04/2022 | | | 016735 | | 612.00 |
| 8502 | JON BARTLOW | E | 10/04/2022 | | | 016736 | | 266.00 |
| 8520 | MATTHEW A SANCHEZ | E | 10/04/2022 | | | 016737 | | 301.00 |
| 8601 | GAUTAM YADAV | E | 10/04/2022 | | | 016738 | | 513.00 |
| 8603 | NICHOLAS KNEDGEN | E | 10/04/2022 | | | 016739 | | 586.00 |
| 8627 | STEVEN MARIUCCI | E | 10/04/2022 | | | 016740 | | 528.00 |
| 6152 | MARTHA R CAMPBELL | R | 10/03/2022 | | | 192169 | | 353.00 |
| 4636 | EVERGY KANSAS CENTRAL INC. (HA | R | 10/03/2022 | | | 192170 | | 1,947.00 |
| 7616 | STEVE KUPLEN | R | 10/03/2022 | | | 192171 | | 606.00 |
| 8177 | MISSISSIPPI REGIONAL HOUSING A | R | 10/03/2022 | | | 192172 | | 594.38 |
| 8427 | RENT-MOORE LLC | R | 10/03/2022 | | | 192173 | | 725.00 |
| 1800 | DAN R. RODABAUGH | R | 10/03/2022 | | | 192174 | | 327.00 |
| 6451 | NAZAR SAMAN | R | 10/03/2022 | | | 192175 | | 1,133.00 |
| 0472 | LARRY SPRESSER | R | 10/03/2022 | | | 192176 | | 774.00 |
| 6221 | WAYNE STORM | R | 10/03/2022 | | | 192177 | | 390.00 |

| | | | | |
|---------------------|---------------|----------------|-----------|--------------|
| * * T O T A L S * * | NO | INVOICE AMOUNT | DISCOUNTS | CHECK AMOUNT |
| REGULAR CHECKS: | 9 | 6,849.38 | 0.00 | 6,849.38 |
| HAND CHECKS: | 0 | 0.00 | 0.00 | 0.00 |
| DRAFTS: | 0 | 0.00 | 0.00 | 0.00 |
| EFT: | 73 | 109,186.34 | 0.00 | 109,186.34 |
| NON CHECKS: | 0 | 0.00 | 0.00 | 0.00 |
| VOID CHECKS: | 0 VOID DEBITS | 0.00 | | |
| | VOID CREDITS | 0.00 | 0.00 | |

TOTAL ERRORS: 0

| | | | | |
|----------------------------------|----|----------------|-----------|--------------|
| | NO | INVOICE AMOUNT | DISCOUNTS | CHECK AMOUNT |
| VENDOR SET: 99 BANK: HAP TOTALS: | 82 | 116,035.72 | 0.00 | 116,035.72 |
| BANK: HAP TOTALS: | 82 | 116,035.72 | 0.00 | 116,035.72 |

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 8582 | GARY K CONNER | E | 10/04/2022 | | | 016741 | | 600.00 |
| 3668 | MID AMERICA PROPERTIES OF PITT | E | 10/04/2022 | | | 016742 | | 2,075.00 |
| 5534 | SYCAMORE VILLAGE RES LP | E | 10/04/2022 | | | 016743 | | 477.00 |
| 6298 | L. KEVAN SCHUPBACH | E | 10/04/2022 | | | 016744 | | 2,100.00 |
| 6464 | PRO X PROPERTY SOLUTIONS, LLC | E | 10/04/2022 | | | 016745 | | 1,900.00 |
| 7083 | PITTSBURG HEIGHTS, LP | E | 10/04/2022 | | | 016746 | | 578.00 |
| 8080 | SUNNYVALE INVESTMENT PROPERTIE | E | 10/04/2022 | | | 016747 | | 550.00 |

| * * 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: | 7 | 8,280.00 | 0.00 | 8,280.00 |
| NON CHECKS: | 0 | 0.00 | 0.00 | 0.00 |
| VOID CHECKS: | 0 VOID DEBITS | 0.00 | | |
| | VOID CREDITS | 0.00 | 0.00 | |

TOTAL ERRORS: 0

| | NO | INVOICE AMOUNT | DISCOUNTS | CHECK AMOUNT |
|-----------------------------------|-----|----------------|-----------|--------------|
| VENDOR SET: 99 BANK: TBRA TOTALS: | 7 | 8,280.00 | 0.00 | 8,280.00 |
| BANK: TBRA TOTALS: | 7 | 8,280.00 | 0.00 | 8,280.00 |
| REPORT TOTALS: | 254 | 1,244,691.45 | 0.00 | 1,244,691.45 |

Passed and approved this 11th day of October, 2022.

Cheryl L. Brooks, Mayor

ATTEST:

Tammy Nagel, City Clerk



Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Economic Development Director

DATE: October 5, 2022

SUBJECT: October 11, 2022 Agenda Item
Atkinson Industries, Inc. expansion project

Atkinson Industries, one of Pittsburgh's longest standing employers, has announced a significant expansion project at their local facility. The expansion is a \$2 million investment that will create approximately 20 new positions within the first year. The company is requesting a property tax exemption, which would provide seven years of tax abatement per the City's investment schedule. The company provided all of the appropriate paperwork, including a Cost-Benefit Analysis which showed the following expected economic impact over the next ten years:

- \$9.1 million in new personal incomes
- \$12.6 million in local retail sales generation
- Additional ten jobs (over the initial job creation of 20)
- 35 new residents in the community

The Economic Development Advisory Committee (EDAC) considered this property tax exemption request at its August 3, 2022, meeting, and recommended approval by the City Commission.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, October 11, 2022. Action being requested is approval or denial of the EDAC recommendation and, if approved, authorize the Mayor to sign the appropriate documents.

A Tax Abatement Cost-Benefit Analysis of Atkinson Industries, Inc. for the City of Pittsburgh

Completed by
Municipal Consulting, LLC
5/10/2022

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ABOUT THIS REPORT:

This report uses data that was collected from the firm involved and budget reports from each of the taxing entities where the project is located. This data is summarized on pages 4 and 5. In addition, various calculations were applied to the data using rates and information gathered from the current economic and financial conditions.

DEFINITIONS USED:

- **Rate of Return:** Incentives and tax abatements granted by the taxing entities are equivalent to a public investment in the firm. Comparing these investments to the various benefits received over the 10-year project period by the public entity produces an average annual rate of return for the period. Generally, a rate of return that exceeds the entity's cost of capital would be considered a favorable investment.
- **Net Present Value:** This is the amount that a future series of payments is worth today, given an assumed discount rate. The only way to accurately compare payments to be made or received in the future to the dollar value at present is with Net Present Value. Generally a positive net present value represents an acceptable investment opportunity.
- **Benefit - Cost Ratio:** Typically referred to as the "Cost-Benefit Ratio," this is the ratio of the public entity benefits received over the 10-year project life to the public costs incurred over the same period. If the ratio is above 1.0, then the benefits exceed the costs, and if it is less than 1.0, the costs exceed the benefits. Generally, a public entity would like to have a Benefit-to-Cost ratio of 1.3 or better in order to grant a tax abatement and/or other incentives. However, the governing body may take into account the other economic benefits of the project in making that decision.

DISCLAIMER:

This report is prepared using a variety of assumptions regarding discount rate, inflation rate, and other economic variables. It also uses information submitted by the firm based on its best estimates of what they expect to occur in the next decade. Future business results and economic factors are not and cannot be guaranteed. Therefore, we provide no guarantee on the future performance of the firm, or that conditions within the taxing entities will remain as they are today. The governing body should make its decision on the best information presented, while fully recognizing that future performance could be substantially different.

COMMENTS SPECIFIC TO THIS PROJECT:

The overall costs and benefits for each taxing entity are:

| Taxing Entity | Benefit to Cost Ratio | Average Return on Investment |
|----------------------------|-----------------------|------------------------------|
| City of Pittsburg | 8.10 | 71% |
| Crawford County | 2.42 | 14% |
| Pittsburg USD 250 | 8.08 | 71% |
| Wildcat Extension District | 2.08 | 11% |
| State of Kansas | 3.28 | 23% |

All of the taxing entities have a positive benefit-to-cost ratio in excess of the desired 1.3. This report assumes that the City of Pittsburg will approve a 100% property tax abatement for six years. This report assumes that the current local, county and state sales tax rates remain the same. The current average wage of the firm is 155% of the county average wage. We used a multiplier of 1.55 times the annual per capita retail spending in the city times the average household size from the 2010 Census to determine retail sales tax collections from new employee spending in the city and county.

If you have any questions or comments, you may reach me with the contact information below.

R. Steven Robb
Sole Owner
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2207 N. Free King Hwy, Pittsburg, KS 66762-8418

| Column1 | Column2 | Column3 | Column4 | Column5 | Column6 |
|---|---------|----------------------------------|-----------------------------------|---------|---------|
| COST-BENEFIT ANALYSIS PROJECT SUMMARY | | | | | |
| PROJECT NAME: | | Atkinson Industries, Inc. | | | |
| DATE: | | | 5/10/2022 | | |
| | | | | | |
| GOVERNMENTAL ENTITIES INVOLVED: | | | | | |
| CITY: | | | City of Pittsburg | | |
| COUNTY: | | | Crawford County | | |
| SCHOOL DISTRICT: | | | Pittsburg USD 250 | | |
| SPECIAL TAXING DISTRICT #1 | | | Wildcat Extension District | | |
| STATE: | | | State of Kansas | | |
| INFLATION RATE: | | 2.20% | DISCOUNT RATE: | | 3.00% |
| | | | | | |
| The inflation rate is the 5-year moving average. The discount | | | | | |
| rate is the average interest rate on any outstanding G.O. bonds, | | | | | |
| with the default rate above if there is no outstanding debt. | | | | | |
| | | | | | |
| This project involves the construction of a concrete slab and | | | | | |
| electrical equipment to facilitate manufacture of electrical enclosure buildings. | | | | | |
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| | | | | | |

Atkinson Industries, Inc.

| Column1 | Column2 | Column3 | Column4 | Column6 | Column11 |
|---------------------------------|--------------------------|------------------------|--------------------------|-----------------------------------|--------------|
| Community Data Inputs: | | | | | |
| | City of Pittsburg | Crawford County | Pittsburg USD 250 | Wildcat Extension District | State |
| Mill Levy | 51.636 | 50.011 | 52.186 | 1.389 | 1.500 |
| Sales Tax | 1.500% | 1.000% | n/a | n/a | 6.50% |
| Transient Guest Tax | 6.00% | 0.00% | n/a | n/a | n/a |
| Utility Revenue/HsHld | \$325.64 | n/a | n/a | n/a | n/a |
| Franchise Fees/HsHld | \$167.99 | n/a | n/a | n/a | n/a |
| Other Revenues/Res. | \$575.19 | \$164.73 | n/a | \$9.65 | \$1,511.19 |
| Marg. Cost/Res./Student | \$113.46 | \$50.32 | \$1,390.95 | \$3.44 | \$654.19 |
| Other Revenues/Worker | \$515.79 | \$147.72 | n/a | \$8.65 | \$1,296.05 |
| Marginal Cost/New Worker | \$101.74 | \$45.12 | n/a | \$3.08 | \$561.06 |
| State Funding/Pupil | n/a | n/a | \$10,429.48 | n/a | \$10,173 |
| Federal Funding/Pupil | n/a | n/a | \$3,480.00 | n/a | \$1,022 |
| Visitor Daily Spending | \$37.50 | \$37.50 | | | \$75 |
| Average Hotel Room Rate | \$95 | \$95 | Total Mill Levy | 156.722 | n/a |
| Retail Pull Factor | 1.90 | 0.83 | | | n/a |
| Percent of County Share | 74.10% | 100.00% | | | n/a |
| Ann. Local Per Capita Sales Tax | \$310 | \$150 | | | n/a |
| Ann. State Per Capita Sales Tax | \$1,241 | \$863 | | | \$1,078 |
| Annual Per Capita Retail Sales | \$19,089 | \$13,278 | | | \$16,581 |
| Average Household Size | 2.35 | 2.42 | | | 2.49 |
| Average Wage | \$37,341 | \$37,341 | | | \$48,609 |

Atkinson Industries, Inc.

| Column1: Column2 | | Column3 | Column4 | Column5 | Column6 | Column7 | Column8 | Column9 | Column10 | Column11 | Column12 | Column13 | Column14 | Column15 |
|--|--------|-------------|---------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|---------------|
| Firm Data Inputs: | | | | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Year 7 | Year 8 | Year 9 | Year 10 | Total |
| Investment in Land | | | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Investment in Building | | | | \$1,500,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$1,500,000 |
| Investment in Equipment | | | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Other Project Costs ¹ | | | | \$500,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$500,000 |
| Total Project Investment | | | | \$2,000,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$2,000,000 |
| City Incentives | | | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| | Growth | Const. Per. | | Yr. 1 | Yr. 2 | Yr. 3 | Yr. 4 | Yr. 5 | Yr. 6 | Yr. 7 | Yr. 8 | Yr. 9 | Yr. 10 | Total |
| Sales | 5.00% | | | \$46,000,000 | \$12,000,000 | \$12,000,000 | \$12,000,000 | \$12,000,000 | \$12,000,000 | \$12,000,000 | \$12,000,000 | \$12,000,000 | \$12,000,000 | \$154,000,000 |
| Purchases | 5.00% | | | \$2,500,000 | \$1,000,000 | \$1,000,000 | \$1,000,000 | \$1,000,000 | \$1,000,000 | \$1,000,000 | \$1,000,000 | \$1,000,000 | \$1,000,000 | \$11,500,000 |
| Net Utility Revenue-Firm | 3.00% | \$2,428 | | \$2,968 | \$3,057 | \$3,149 | \$3,244 | \$3,341 | \$3,441 | \$3,544 | \$3,651 | \$3,760 | \$3,873 | \$36,457 |
| Net Utility Revenue-Employees | 3.00% | \$0 | | \$3,256 | \$4,193 | \$5,182 | \$10,675 | \$16,493 | \$22,651 | \$29,163 | \$36,045 | \$43,314 | \$50,987 | \$221,959 |
| Franchise Fees-Firm | 3.00% | \$12,850 | | \$13,850 | \$14,266 | \$14,694 | \$15,134 | \$15,588 | \$16,056 | \$16,538 | \$17,034 | \$17,545 | \$18,071 | \$171,625 |
| Franchise Fees-Employees | 3.00% | \$0 | | \$1,680 | \$2,163 | \$2,673 | \$5,507 | \$8,509 | \$11,685 | \$15,045 | \$18,595 | \$22,345 | \$26,303 | \$114,505 |
| New Employees | | 0 | | 20 | 5 | 5 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 30 |
| Employees new to the city | | 50% | | 10.0 | 2.5 | 2.5 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 15.0 |
| Employees new to the county | | 25% | | 5.0 | 1.0 | 1.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 7.0 |
| Employees new to the state | | 10% | | 2.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 2.1 |
| New students in K-12 | | 100% | | 10.0 | 2.5 | 2.5 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 16.0 |
| New Employee average salary | | \$0 | | \$57,930 | \$59,204 | \$60,507 | \$61,838 | \$63,199 | \$64,589 | \$66,010 | \$67,462 | \$68,946 | \$70,463 | N/A |
| Tax Abatement-Land | | | | 100% | 100% | 100% | 100% | 100% | 100% | 0% | 0% | 0% | 0% | N/A |
| Tax Abatement-Bldg. | | | | 100% | 100% | 100% | 100% | 100% | 100% | 0% | 0% | 0% | 0% | N/A |
| Visitors | 0.0% | 0 | | 35 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 125 |
| | | | | City | County | State | | | | | | | | |
| Percentage of sales taxable in the | | | | 0% | 0% | 0% | | | | | | | | |
| Percentage of purchases taxable in the | | | | 10% | 10% | 10% | | | | | | | | |
| Assumed Inflation Rate | | | | 2.20% | | | | | | | | | | |

Note: Totals may be off slightly due to rounding.

¹ Includes project soft costs of bonding and other fees and contingency for costs above construction and equipment acquisition.

| Column1 | Column2 | Column3 | Column4 | Column5 | Column6 | Column7 | Column8 | Column9 |
|---------------------------------------|---------------------------|------------|-------------|----------------------|------------|------------------------|------------|---------|
| COST-BENEFIT ANALYSIS PROJECT SUMMARY | | | | (FOR ALL PROPERTIES) | | | | |
| | | | | | | | | |
| PROJECT NAME: | Atkinson Industries, Inc. | | | | | Ratio of NPV of Net | | |
| DATE: | | 5/10/2022 | | | | | | |
| | | | | Net | NPV | Benefits to | Actual | Avg. |
| | | | | Present | of | NPV of | Benefit to | Annual |
| | | Total | | Value | Incentives | Incentives | Actual | Rate |
| | Total | Costs & | Net | of Net | & Taxes | and Taxes | Cost | of |
| Entity | Benefits | Incentives | Benefits | Benefits | Abated | Abated | Ratio | Return |
| City of Pittsburg | \$1,128,820 | \$139,422 | \$989,398 | \$839,658 | \$89,710 | 9.36 | 8.10 | 71% |
| Crawford County | \$250,113 | \$103,522 | \$146,591 | \$113,581 | \$83,351 | 1.36 | 2.42 | 14% |
| Pittsburg USD 250 | \$2,592,898 | \$320,901 | \$2,271,997 | \$1,823,076 | \$73,541 | 24.79 | 8.08 | 71% |
| Wildcat Extension District | \$8,110 | \$3,890 | \$4,220 | \$3,429 | \$2,381 | 1.44 | 2.08 | 11% |
| State of Kansas | \$919,972 | \$280,620 | \$639,351 | \$518,704 | \$12,932 | 40.11 | 3.28 | 23% |
| TOTALS | \$4,926,344 | \$874,787 | \$4,051,557 | \$3,298,448 | \$284,343 | 11.60 | 5.63 | |

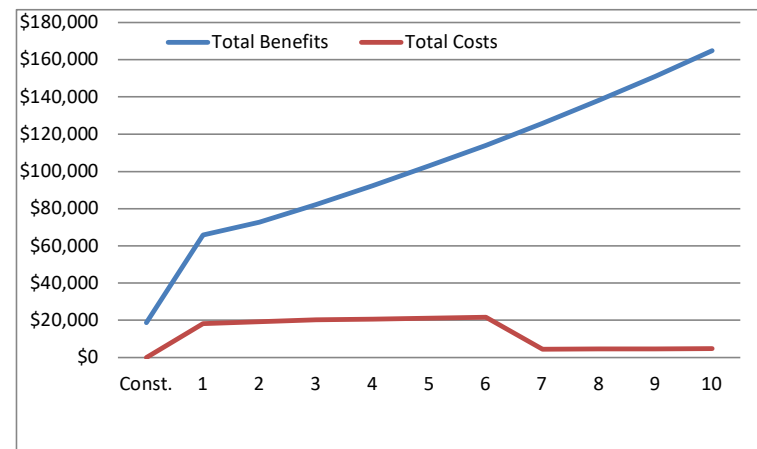
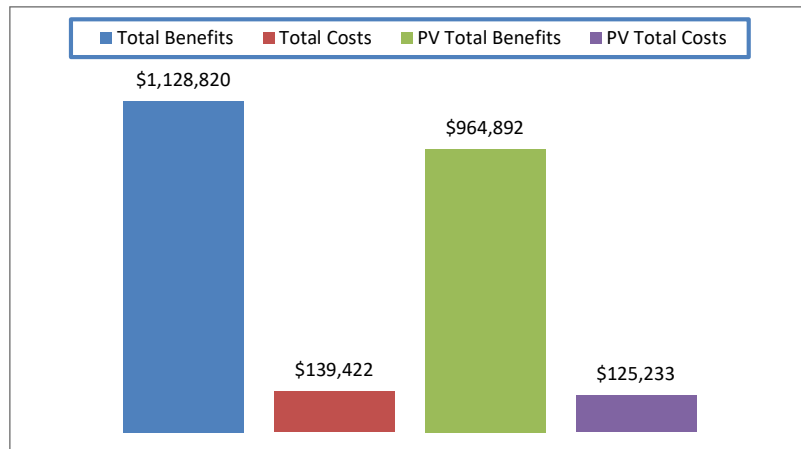
SUMMARY OF COSTS AND BENEFITS FOR:
PROJECT: Atkinson Industries, Inc.
DATE: 5/10/2022

City of Pittsburgh

DISCOUNT RATE: 2.60%

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: 8.10
Ratio of Present Value of Total Benefits to Present Value of Total Costs: 7.70
(Typical desired ratio would be 1.3 to 1) **Average ROI** 70.96%

| Year | Sales Taxes | Property Taxes | Utilities and Franchise Fees | PILOT | Other City Revenues | Total Benefits | Net Present Value of Total Benefits | Cost of Various City Services | Property Taxes Abated | Total Costs | Net Present Value of Total Costs | Net Benefits or Costs | Cumulative Net Benefits or Costs | Net Present Value of Net Benefits | Net Present Value of Incentives & Taxes Abated |
|--------|-------------|----------------|------------------------------|-------|---------------------|----------------|-------------------------------------|-------------------------------|-----------------------|-------------|----------------------------------|-----------------------|----------------------------------|-----------------------------------|--|
| Const. | \$3,460 | \$0 | \$15,278 | \$0 | | \$18,738 | \$18,738 | \$0 | \$0 | \$0 | \$0 | \$18,738 | \$18,738 | \$18,738 | \$0 |
| 1 | \$15,466 | \$15,491 | \$21,755 | \$0 | \$13,207 | \$65,919 | \$64,248 | \$2,605 | \$15,491 | \$18,096 | \$17,637 | \$47,823 | \$66,560 | \$46,611 | \$15,098 |
| 2 | \$16,310 | \$15,832 | \$23,679 | \$0 | \$16,872 | \$72,693 | \$69,055 | \$3,328 | \$15,832 | \$19,160 | \$18,201 | \$53,533 | \$120,093 | \$50,854 | \$15,039 |
| 3 | \$19,654 | \$16,180 | \$25,698 | \$0 | \$20,692 | \$82,224 | \$76,130 | \$4,082 | \$16,180 | \$20,261 | \$18,760 | \$61,963 | \$182,056 | \$57,370 | \$14,981 |
| 4 | \$20,053 | \$16,536 | \$34,560 | \$0 | \$21,147 | \$92,297 | \$83,290 | \$4,171 | \$16,536 | \$20,707 | \$18,686 | \$71,590 | \$253,645 | \$64,604 | \$14,922 |
| 5 | \$20,461 | \$16,900 | \$43,931 | \$0 | \$21,613 | \$102,905 | \$90,509 | \$4,263 | \$16,900 | \$21,163 | \$18,614 | \$81,742 | \$335,387 | \$71,896 | \$14,864 |
| 6 | \$20,879 | \$17,271 | \$53,833 | \$0 | \$22,088 | \$114,071 | \$97,788 | \$4,357 | \$17,271 | \$21,628 | \$18,541 | \$92,443 | \$427,830 | \$79,247 | \$14,806 |
| 7 | \$21,305 | \$17,651 | \$64,289 | \$0 | \$22,574 | \$125,820 | \$105,126 | \$4,453 | \$0 | \$4,453 | \$3,720 | \$121,367 | \$549,197 | \$101,406 | \$0 |
| 8 | \$21,741 | \$18,040 | \$75,325 | \$0 | \$23,071 | \$138,176 | \$112,524 | \$4,551 | \$0 | \$4,551 | \$3,706 | \$133,625 | \$682,822 | \$108,818 | \$0 |
| 9 | \$22,186 | \$18,437 | \$86,964 | \$0 | \$23,578 | \$151,165 | \$119,982 | \$4,651 | \$0 | \$4,651 | \$3,691 | \$146,514 | \$829,336 | \$116,291 | \$0 |
| 10 | \$22,641 | \$18,842 | \$99,235 | \$0 | \$24,097 | \$164,815 | \$127,501 | \$4,753 | \$0 | \$4,753 | \$3,677 | \$160,062 | \$989,398 | \$123,824 | \$0 |
| Total | \$204,155 | \$171,179 | \$544,547 | \$0 | \$208,939 | \$1,128,820 | \$964,892 | \$41,213 | \$98,209 | \$139,422 | \$125,233 | \$989,398 | \$989,398 | \$839,658 | \$89,710 |



SUMMARY OF COSTS AND BENEFITS FOR:

PROJECT: Atkinson Industries, Inc.

DATE: 5/10/2022

Crawford County

DISCOUNT RATE: 3.836%

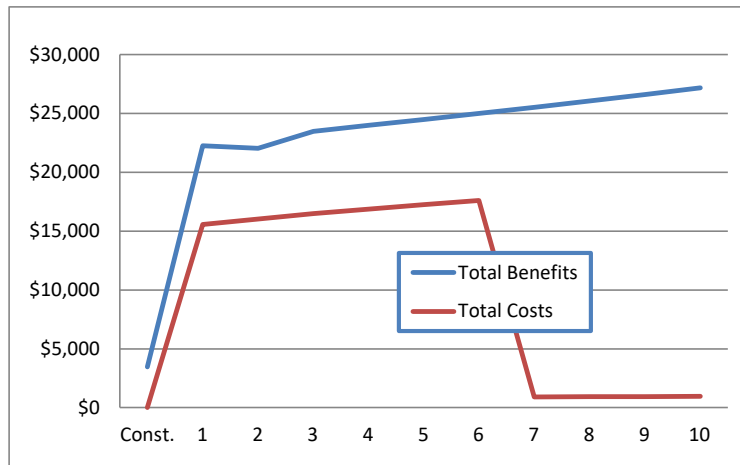
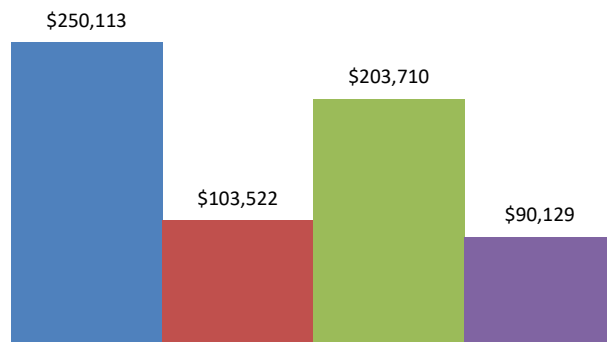
Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: 2.42

Ratio of Present Value of Total Benefits to Present Value of Total Costs: 2.26

Average ROI 14.16%

| Year | Sales Taxes | Property Taxes | PILOT Payment | Other County Revenues | Total Benefits | Net Present Value of Total Benefits | Cost of Various County Services | Property Taxes Abated | Total Costs | Net Present Value of Total Costs | Net Benefits or Costs | Cumulative Net Benefits or Costs | Net Present Value of Net Benefits | Net Present Value of Taxes Abated |
|--------|-------------|----------------|---------------|-----------------------|----------------|-------------------------------------|---------------------------------|-----------------------|-------------|----------------------------------|-----------------------|----------------------------------|-----------------------------------|-----------------------------------|
| Const. | \$3,460 | \$0 | \$0 | \$0 | \$3,460 | \$3,460 | \$0 | \$0 | \$0 | \$0 | \$3,460 | \$3,460 | \$3,460 | \$0 |
| 1 | \$5,393 | \$15,003 | \$0 | \$1,851 | \$22,247 | \$21,425 | \$565 | \$15,003 | \$15,569 | \$14,993 | \$6,679 | \$10,138 | \$6,432 | \$14,449 |
| 2 | \$4,450 | \$15,333 | \$0 | \$2,269 | \$22,052 | \$20,453 | \$693 | \$15,333 | \$16,027 | \$14,864 | \$6,026 | \$16,164 | \$5,589 | \$14,221 |
| 3 | \$5,108 | \$15,671 | \$0 | \$2,706 | \$23,485 | \$20,977 | \$827 | \$15,671 | \$16,497 | \$14,736 | \$6,987 | \$23,151 | \$6,241 | \$13,997 |
| 4 | \$5,198 | \$16,015 | \$0 | \$2,765 | \$23,979 | \$20,628 | \$845 | \$16,015 | \$16,860 | \$14,504 | \$7,119 | \$30,270 | \$6,124 | \$13,777 |
| 5 | \$5,291 | \$16,368 | \$0 | \$2,826 | \$24,485 | \$20,284 | \$863 | \$16,368 | \$17,231 | \$14,275 | \$7,254 | \$37,524 | \$6,009 | \$13,560 |
| 6 | \$5,385 | \$16,728 | \$0 | \$2,889 | \$25,001 | \$19,947 | \$882 | \$16,728 | \$17,610 | \$14,050 | \$7,391 | \$44,915 | \$5,897 | \$13,346 |
| 7 | \$5,481 | \$17,096 | \$0 | \$2,952 | \$25,529 | \$19,616 | \$902 | \$0 | \$902 | \$693 | \$24,628 | \$69,543 | \$18,923 | \$0 |
| 8 | \$5,580 | \$17,472 | \$0 | \$3,017 | \$26,069 | \$19,291 | \$922 | \$0 | \$922 | \$682 | \$25,148 | \$94,691 | \$18,609 | \$0 |
| 9 | \$5,681 | \$17,856 | \$0 | \$3,083 | \$26,621 | \$18,971 | \$942 | \$0 | \$942 | \$671 | \$25,679 | \$120,369 | \$18,300 | \$0 |
| 10 | \$5,784 | \$18,249 | \$0 | \$3,151 | \$27,184 | \$18,657 | \$963 | \$0 | \$963 | \$661 | \$26,222 | \$146,591 | \$17,997 | \$0 |
| Total | \$56,811 | \$165,792 | \$0 | \$27,510 | \$250,113 | \$203,710 | \$8,403 | \$95,119 | \$103,522 | \$90,129 | \$146,591 | \$146,591 | \$113,581 | \$83,351 |

■ Total Benefits ■ Total Costs ■ PV Total Benefits ■ PV Total Costs



SUMMARY OF COSTS AND BENEFITS FOR:

Pittsburg USD 250

PROJECT:

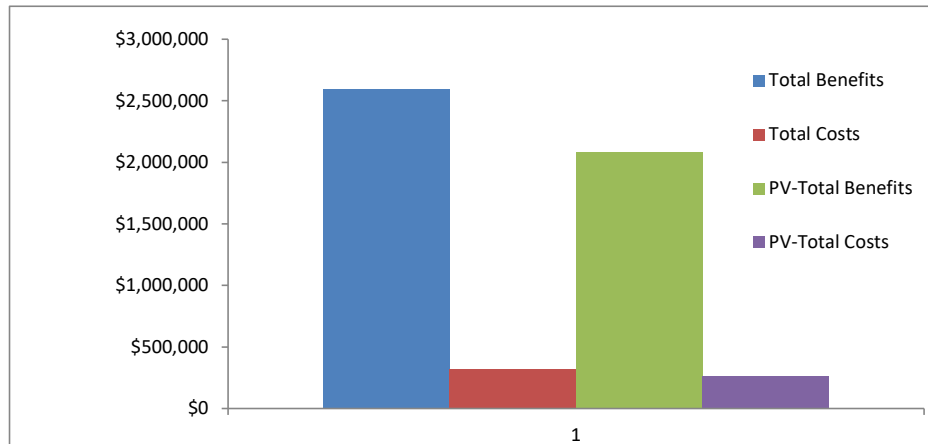
Atkinson Industries, Inc.

DATE: 5/10/2022

DISCOUNT RATE: 3.90%

| | |
|---|---------------|
| Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: | 8.08 |
| Ratio of Present Value of Total Benefits to Present Value of Total Costs | 7.90 |
| (Typical desired ratio would be 1.3 to 1) | |
| Average ROI | 70.80% |

| Year | Property Taxes | PILOT Payment | District Capital Outlay Taxes | Additional State, Federal and Other Funding | Total Benefits | Net Present Value of Total Benefits | Additional Costs | Property Taxes Abated | Total Costs | Net Present Value of Total Costs | Net Benefits or Costs | Cumulative Net Benefits or Costs | Net Present Value of Net Benefits | Net Present Value of Taxes Abated |
|-------|----------------|---------------|-------------------------------|---|----------------|-------------------------------------|------------------|-----------------------|-------------|----------------------------------|-----------------------|----------------------------------|-----------------------------------|-----------------------------------|
| 1 | \$13,264 | \$0 | \$2,392 | \$156,370 | \$172,026 | \$165,576 | \$15,300 | \$13,264 | \$28,564 | \$27,493 | \$143,462 | \$155,980 | \$138,083 | \$12,767 |
| 2 | \$13,556 | \$0 | \$2,445 | \$196,131 | \$212,131 | \$196,522 | \$19,191 | \$13,556 | \$32,747 | \$30,337 | \$179,385 | \$335,365 | \$166,185 | \$12,558 |
| 3 | \$13,854 | \$0 | \$2,498 | \$237,566 | \$253,918 | \$226,413 | \$23,245 | \$13,854 | \$37,099 | \$33,081 | \$216,819 | \$552,184 | \$193,333 | \$12,353 |
| 4 | \$14,159 | \$0 | \$2,553 | \$242,792 | \$259,504 | \$222,718 | \$23,757 | \$14,159 | \$37,915 | \$32,541 | \$221,589 | \$773,773 | \$190,178 | \$12,152 |
| 5 | \$14,470 | \$0 | \$2,609 | \$248,134 | \$265,213 | \$219,084 | \$24,279 | \$14,470 | \$38,749 | \$32,010 | \$226,464 | \$1,000,236 | \$187,074 | \$11,953 |
| 6 | \$14,789 | \$0 | \$2,667 | \$253,592 | \$271,048 | \$215,508 | \$24,813 | \$14,789 | \$39,602 | \$31,487 | \$231,446 | \$1,231,682 | \$184,021 | \$11,758 |
| 7 | \$15,114 | \$0 | \$2,726 | \$259,171 | \$277,011 | \$211,991 | \$25,359 | \$0 | \$25,359 | \$19,407 | \$251,652 | \$1,483,334 | \$192,584 | \$0 |
| 8 | \$15,446 | \$0 | \$2,785 | \$264,873 | \$283,105 | \$208,532 | \$25,917 | \$0 | \$25,917 | \$19,090 | \$257,188 | \$1,740,522 | \$189,441 | \$0 |
| 9 | \$15,786 | \$0 | \$2,847 | \$270,700 | \$289,333 | \$205,128 | \$26,487 | \$0 | \$26,487 | \$18,779 | \$262,846 | \$2,003,368 | \$186,350 | \$0 |
| 10 | \$16,134 | \$0 | \$2,909 | \$276,656 | \$295,699 | \$201,781 | \$27,070 | \$0 | \$27,070 | \$18,472 | \$268,629 | \$2,271,997 | \$183,309 | \$0 |
| Total | \$146,571 | \$0 | \$26,431 | \$2,419,896 | \$2,592,898 | \$2,087,163 | \$236,810 | \$84,091 | \$320,901 | \$264,087 | \$2,271,997 | \$2,271,997 | \$1,823,076 | \$73,541 |



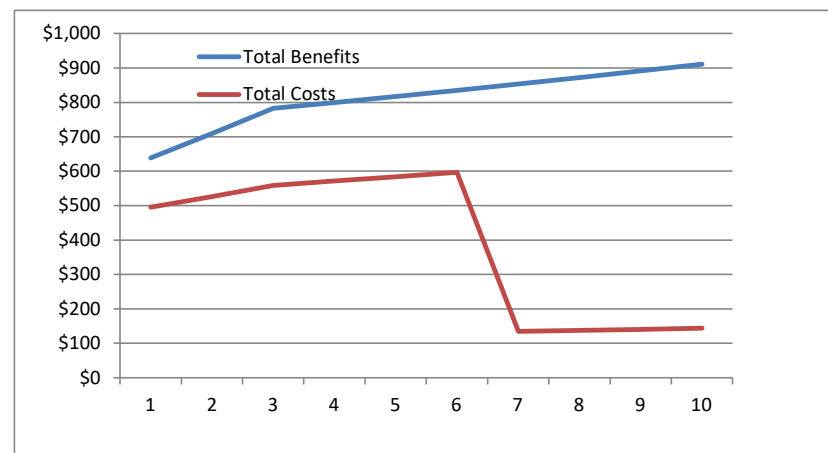
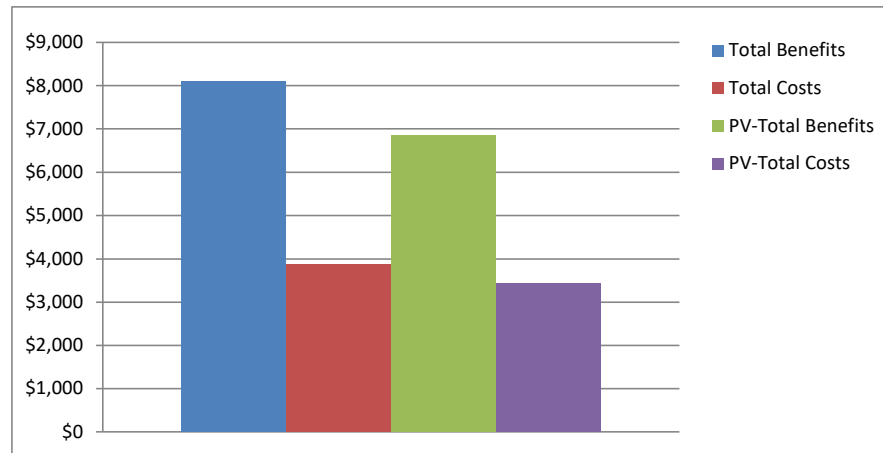
SUMMARY OF COSTS AND BENEFITS FOR: Wildcat Extension District
PROJECT: Atkinson Industries, Inc.

DATE: 5/10/2022

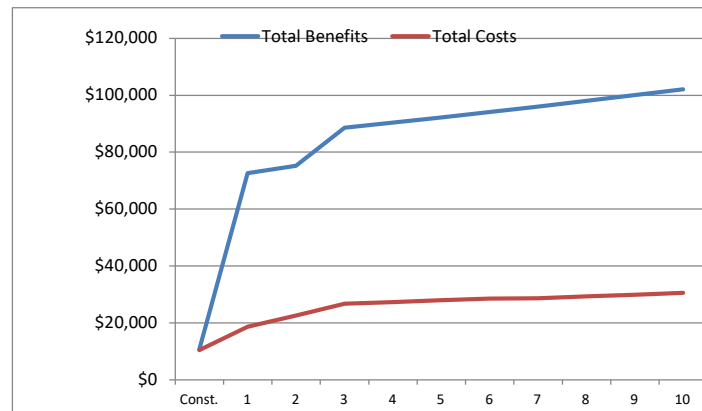
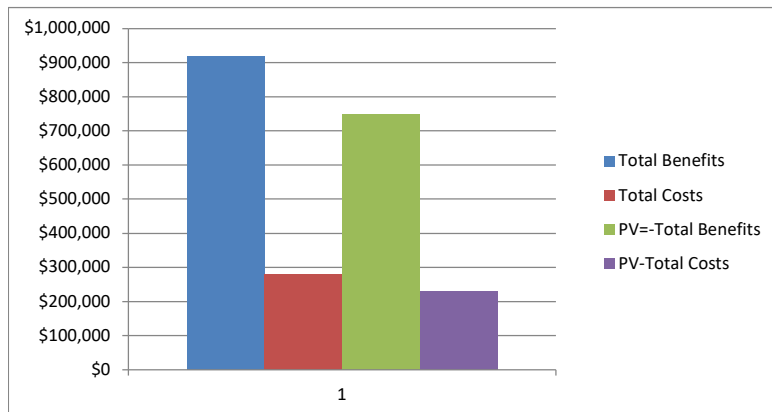
DISCOUNT RATE: 3.00%

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: 2.08
Ratio of Present Value of Total Benefits to Present Value of Total Costs: 2.00
(Typical desired ratio would be 1.3 to 1) **Average ROI** 10.85%

| Year | District Property Taxes | PILOT Payment | Other District Revenues | Total Benefits | Net Present Value of Total Benefits | Other District Costs | District Property Taxes Abated | Total Costs | Net Present Value of Total Costs | Net Benefits or Costs | Cumulative Net Benefits or Costs | Net Present Value of Net Benefits | Net Present Value of Taxes Abated |
|-------|-------------------------|---------------|-------------------------|----------------|-------------------------------------|----------------------|--------------------------------|-------------|----------------------------------|-----------------------|----------------------------------|-----------------------------------|-----------------------------------|
| 1 | \$417 | \$0 | \$222 | \$638 | \$620 | \$79 | \$417 | \$496 | \$481 | \$143 | \$143 | \$139 | \$405 |
| 2 | \$426 | \$0 | \$283 | \$709 | \$668 | \$101 | \$426 | \$527 | \$496 | \$182 | \$325 | \$172 | \$401 |
| 3 | \$435 | \$0 | \$347 | \$782 | \$716 | \$124 | \$435 | \$559 | \$511 | \$224 | \$548 | \$205 | \$398 |
| 4 | \$445 | \$0 | \$355 | \$800 | \$710 | \$126 | \$445 | \$571 | \$507 | \$228 | \$777 | \$203 | \$395 |
| 5 | \$455 | \$0 | \$363 | \$817 | \$705 | \$129 | \$455 | \$584 | \$504 | \$233 | \$1,010 | \$201 | \$392 |
| 6 | \$465 | \$0 | \$371 | \$835 | \$699 | \$132 | \$465 | \$597 | \$500 | \$239 | \$1,249 | \$200 | \$389 |
| 7 | \$475 | \$0 | \$379 | \$854 | \$694 | \$135 | \$0 | \$135 | \$110 | \$719 | \$1,968 | \$584 | \$0 |
| 8 | \$485 | \$0 | \$387 | \$872 | \$689 | \$138 | \$0 | \$138 | \$109 | \$734 | \$2,702 | \$580 | \$0 |
| 9 | \$496 | \$0 | \$396 | \$892 | \$683 | \$141 | \$0 | \$141 | \$108 | \$751 | \$3,453 | \$575 | \$0 |
| 10 | \$507 | \$0 | \$404 | \$911 | \$678 | \$144 | \$0 | \$144 | \$107 | \$767 | \$4,220 | \$571 | \$0 |
| Total | \$4,605 | \$0 | \$3,505 | \$8,110 | \$6,863 | \$1,248 | \$2,642 | \$3,890 | \$3,433 | \$4,220 | \$4,220 | \$3,429 | \$2,381 |



| SUMMARY OF COSTS AND BENEFITS FOR: | | | | | | State of Kansas | | Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: 3.28 | | | | | | | | | |
|------------------------------------|-------------|----------------|-------------------------------------|---------------|----------------------|-----------------------|-------------------------------------|--|--------------------------------|-----------------------|--------------------------|-------------|----------------------------------|-----------------------|----------------------------------|-----------------------------------|--|
| PROJECT: Atkinson Industries, Inc. | | | | | | | | Ratio of Present Value of Total Benefits to Present Value of Total Costs: 3.26 | | | | | | | | | |
| DATE: 5/10/2022 | | | | | | DISCOUNT RATE: 3.802% | | (Typical desired ratio would be 1.3 to 1) Average ROI 22.78% | | | | | | | | | |
| Year | Sales Taxes | Property Taxes | Corporate and Personal Income Taxes | PILOT Payment | Other State Revenues | Total Benefits | Net Present Value of Total Benefits | Cost of Various State Services | Cost of Educating New Students | Property Taxes Abated | Other Costs & Incentives | Total Costs | Net Present Value of Total Costs | Net Benefits or Costs | Cumulative Net Benefits or Costs | Net Present Value of Net Benefits | Present Value of Taxes Abated and Incentives |
| Const. | \$3,113 | \$0 | \$7,500 | \$0 | \$0 | \$10,613 | \$10,613 | \$0 | \$10,429 | \$0 | \$0 | \$10,429 | \$10,429 | \$183 | \$183 | \$183 | \$10,429 |
| 1 | \$33,017 | \$450 | \$32,441 | \$0 | \$6,762 | \$72,670 | \$70,008 | \$2,888 | \$15,300 | \$450 | \$0 | \$18,639 | \$17,956 | \$54,031 | \$54,214 | \$52,052 | \$434 |
| 2 | \$26,420 | \$460 | \$41,443 | \$0 | \$6,911 | \$75,234 | \$69,824 | \$2,952 | \$19,191 | \$460 | \$0 | \$22,603 | \$20,977 | \$52,631 | \$106,846 | \$48,847 | \$427 |
| 3 | \$30,217 | \$470 | \$50,826 | \$0 | \$7,063 | \$88,576 | \$79,196 | \$3,017 | \$23,245 | \$470 | \$0 | \$26,732 | \$23,901 | \$61,844 | \$168,690 | \$55,294 | \$420 |
| 4 | \$30,739 | \$480 | \$51,944 | \$0 | \$7,218 | \$90,382 | \$77,850 | \$3,083 | \$23,757 | \$480 | \$0 | \$27,320 | \$23,532 | \$63,062 | \$231,751 | \$54,318 | \$414 |
| 5 | \$31,272 | \$491 | \$53,087 | \$0 | \$7,377 | \$92,227 | \$76,530 | \$3,151 | \$24,279 | \$491 | \$0 | \$27,921 | \$23,169 | \$64,306 | \$296,057 | \$53,361 | \$407 |
| 6 | \$31,817 | \$502 | \$54,255 | \$0 | \$7,539 | \$94,113 | \$75,235 | \$3,220 | \$24,813 | \$502 | \$0 | \$28,536 | \$22,812 | \$65,578 | \$361,635 | \$52,423 | \$401 |
| 7 | \$32,374 | \$513 | \$55,448 | \$0 | \$7,705 | \$96,041 | \$73,964 | \$3,291 | \$25,359 | \$0 | \$0 | \$28,651 | \$22,065 | \$67,390 | \$429,025 | \$51,899 | \$0 |
| 8 | \$32,944 | \$524 | \$56,668 | \$0 | \$7,875 | \$98,011 | \$72,716 | \$3,364 | \$25,917 | \$0 | \$0 | \$29,281 | \$21,724 | \$68,730 | \$497,755 | \$50,992 | \$0 |
| 9 | \$33,525 | \$536 | \$57,915 | \$0 | \$8,048 | \$100,024 | \$71,492 | \$3,438 | \$26,487 | \$0 | \$0 | \$29,925 | \$21,389 | \$70,099 | \$567,853 | \$50,103 | \$0 |
| 10 | \$34,120 | \$547 | \$59,189 | \$0 | \$8,225 | \$102,081 | \$70,290 | \$3,513 | \$27,070 | \$0 | \$0 | \$30,583 | \$21,059 | \$71,498 | \$639,351 | \$49,231 | \$0 |
| Total | \$319,560 | \$4,973 | \$520,716 | \$0 | \$74,724 | \$919,972 | \$747,717 | \$31,918 | \$245,849 | \$2,853 | \$0 | \$280,620 | \$229,013 | \$639,351 | \$639,351 | \$518,704 | \$12,932 |



Atkinson Industries, Inc.

Other Economic Impacts of the Project

| | In the First Year | Over 10 Years |
|---|----------------------|------------------|
| New Jobs Created | 20 | 30 |
| New residents in the community | 24 | 35 |
| New Students in the school district | 10 | 16 |
| New personal incomes | \$579,300 | \$9,164,563 |
| Local retail sales generated | \$1,192,054 | \$12,633,414 |
| Estimated new annual property tax revenues after the abatement period: | | |
| | City | \$19,257 |
| | County | \$18,651 |
| | School | \$19,462 |
| | Ext. Dist. | \$518 |
| | State | \$559 |
| | Total | \$58,447 |

BEFORE THE BOARD OF TAX APPEALS OF THE STATE OF KANSAS

ECONOMIC DEVELOPMENT EXEMPTION
(Article 11, Section 13 Kansas Constitution)

APPLICANT:

Atkinson Industries Inc

Applicant Name (Owner of Record)

1801 E 27th Terrance

Applicant Address (Street or Box No.)

Pittsburg KS 66762

City State Zip

Applicant Phone #:(620) 231-6900

Applicant E-mail: zachharris@azz.com

ATTORNEY OR REPRESENTATIVE: (If applicable)*

Representative Name Title

Representative Address

City State Zip

Atty/Rep Phone #:()

Representative E-mail:

Taxing County: Crawford

Year/Years at issue: 2023-2029

Property at issue:

Real Property---Street address, city: 1801 E 27th Terrance, Pittsburg KS 66762

Personal Property---Description: Electrical installation equipment, forklifts, manufacturing jigs/assemblies

(For State of Kansas use only)

DOCKET NO. -EDX

Fee: Amt Rec:

Rec. Date: Ck #

No Fee: Reason:

(For County use only)

Parcel ID #/Personal Property ID #
or Vehicle ID #:

County's valuation: \$

LBCS Function Code:

1. Real Property—For real property, provide a description of all improvements, and attach a copy of the deed.
Installation of 58,000 sq ft of concrete to support 12 electrical testing stations to facilitate manufacturing of modular steel enclosures.
Additionally, purchase of tooling, material handling equipment and other manufacturing equipment to support new business requirements.

2. Personal Property—For personal property, provide an itemized list of all items, including the acquisition date(s) and any legal documentation of ownership. (If the description is lengthy, attach additional pages to this form.)
See Attached

3. Describe specifically the nature of your business. Copies of company brochures may be attached.
Manufacturer of engineered-to-order custom modular e-houses. These houses/buildings are utilized by several industries to store electronic gear in a sturdy watertight enclosure. Examples of equipment installed in these includes switchgear, electrical motors, drives, batteries and other equipment.
4. Will the property be used to:
☒ (A) manufacture articles of commerce;
☐ (B) conduct research and development; or
☒ (C) store goods or commodities that are sold or traded in interstate commerce.
5. Is any of the subject property to be used in a poultry confinement facility, a rabbit confinement facility, or swine production facility? If yes, list which property will be used for any of the above listed purposes.
No.
6. Has a previous application for exemption of the subject property been submitted to the Board? ☒ No
☐ Yes Years @ issue: _____ BOTA Docket No. _____
7. Has a previous application for exemption for other property that you own or have owned been submitted to the Board? ☒ No
☐ Yes Years @ issue: _____ BOTA Docket No. _____

8. Leased Property-

List all property leased or under lease-purchase and enclose a copy of all lease or lease-purchase agreements. (K.S.A. 79-221)

~~N/A no leased property~~ _____

- (A) Does the lessor have a 51 percent, or greater, ownership interest in the lessee's business?
(Provide evidence of ownership interest)
- (B) Does the lessee have a 51 percent, or greater, ownership interest in the lessor's business?
(Provide evidence of ownership interest)
- (C) Is the lessor a community-based not-for-profit economic development corporation organized under the laws of this state which is exempt from federal income taxation pursuant to paragraph (4) and (6) of subsection (c) of section 501 of the Internal Revenue Code? If yes, submit a copy of the Section 501(c)(4) or (6) letter from the federal government.

9. New Business-

(If new business, answer questions 9a through 9g)

- a. Is the business new to the city, county, or state?
- b. If not new to Kansas, provide the city and county where the business was located previously;

- c. The date (mm/dd/yyyy) the business commenced operations: _____

- d. The number of jobs actually created as a result of the business commencing operations: _____

- e. For real property, is the subject property an existing facility or newly constructed facility?

- f. If it is new construction, the cost of acquisition in the following categories?

| | |
|--|----------|
| Land | \$ _____ |
| Improvements | \$ _____ |
| Personal Property | \$ _____ |
| Property exempt pursuant to K.S.A. 79-223 | \$ _____ |

- g. If it is new construction, date (mm/dd/yyyy) construction commenced and ended: _____

10. Expansion of Existing Business-

(If this is an expansion of an existing business, answer questions 10a through 10d)

- a. The completion date (mm/dd/yyyy) of the expansion: 07/15/2022
- b. The number of new jobs actually created by the expansion and the date(s) (mm/dd/yyyy) they were created: 20 (05/31/2022)
- c. The acquisition costs for the expansion in the following categories:
- | | | |
|---|----|-----------------------------|
| Land | \$ | <u> </u> |
| Improvements | \$ | <u>1,650,000</u> |
| Personal Property | \$ | <u> </u> |
| Property exempt pursuant to K.S.A. 79-223 | \$ | <u>275,000</u> |
- d. If it is new construction, date (mm/dd/yyyy) construction commenced and ended: 4/15/2022 - 7/15/2022

11. Enclose:

- a. The copy of the governing body's adopted policies and procedures for granting and monitoring exemptions.
- b. The prepared cost-benefit analysis, which includes the effect of granting the exemption on state revenue.
- c. Proof of publication of the notice of the public hearing concerning the granting of the economic development exemption and attach a publisher's affidavit showing publication at least 7 days prior to the hearing.
- d. A copy of the letter of notice of public hearing sent to the governing body of any city or county and unified school district within which the subject property is located.
- e. A copy of the ordinance or resolution adopted by the local governing body granting the economic development exemption.
- f. If locating from one city or county to another within this state, provide evidence that the business has received approval from the Secretary of the Department of Commerce prior to qualifying for the exemption. (Relocation is necessary to prevent business from locating outside this state.)

12. Did you receive assistance from the Kansas Department of Commerce? ☒ Yes ☐ No

13. Do you request a hearing on the application for exemption? ☒ Yes ☐ No

VERIFICATION

I, _____, do solemnly swear or affirm that the information set forth herein is true and correct, to the best of my knowledge and belief. So help me God.

Signature of Applicant

Printed Name and Title

State of _____)
County of _____)

This instrument was acknowledged before me on _____ by _____.

Seal

Signature of Notary Public

My appointment expires: _____

COUNTY APPRAISER RECOMMENDATIONS AND COMMENTS

TO COUNTY APPRAISER:

Pursuant to K.S.A. 79-213, and amendments thereto, the County Appraiser is required to review each application and recommend whether the relief sought should be granted or denied. Therefore, please answer the following questions and provide any additional comments you believe are necessary to support your recommendation. The County Appraiser shall provide a copy of the completed comments and recommendations to the applicant.

1. Do you find the facts as stated by the applicant represent the true situation? ____ Yes ____ No
2. Do you recommend that the exemption herein requested be granted? ____ Yes ____ No
3. Do you request a hearing on this application? ____ Yes ____ No

If the applicant's statement does not represent a complete picture of the situation, set out the facts as you found them at the time of your examination and investigation.

VERIFICATION

I, _____, do solemnly swear or affirm that the information set forth herein is true and correct, to the best of my knowledge and belief. So help me God.

Signature of County Official

Printed Name and Title

State of _____)
County of _____)

This instrument was acknowledged before me on _____ by _____.

Seal

Signature of Notary Public

My appointment expires: _____

ECONOMIC DEVELOPMENT EXEMPTION
INSTRUCTIONS

(For assistance, contact the Kansas Department of Commerce (785) 296-5298)

1. Each application for tax exemption must be filled out completely with all accompanying facts and attachments. The statement of facts must be in affidavit form. Applications or statements that have not been signed by the property owner before a Notary Public will not be considered. Pursuant to K.S.A. 79-213, and amendments thereto, the property owner is required to file the application.
2. Pursuant to Kansas law, the burden is on the applicant to prove affirmatively that relief is necessary. Failure to do so will result in the denial of the request for exemption.
3. Enclose any applicable filing fee(s) pursuant to K.A.R. 94-5-8. Checks or money orders should be made payable to the Board of Tax Appeals. For information regarding fees with the State Board of Tax Appeals, visit www.kansas.gov/bota/ or contact the Board at (785) 296-2388. The County Appraiser's office also has fee schedules available.

This form along with the applicable attachments is to be filed with the County Appraiser for recommendations pursuant to K.S.A. 79-213(d). The County Appraiser will forward the application to the Board of Tax Appeals.



Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Economic Development Director

DATE: October 5, 2022

SUBJECT: October 11, 2022 Agenda Item
Villas at Creekside updated subordination agreement

On February 23, 2021, the Pittsburgh city commission approved a \$750,000 repayable loan to JMAC QOZ Business II, LLC, in support of the Villas at Creekside project. As Arvest Bank is the primary lender for the project, the bank took first position on the loan with the City securing a second position on the property until the loan is fully repaid in 2027.

Arvest Bank is increasing the amount its loan on the Villas at Creekside project. While this does not change the amount of City funds in the project, it does require an updated subordination agreement to reflect the additional loan amount from Arvest Bank. Bank representatives provided the City with an updated subordination agreement, which was reviewed by the Economic Development Advisory Committee (EDAC) on October 5, 2022. The EDAC recommended approval of the updated agreement.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, October 11, 2022. Action being requested is approval or denial of the EDAC recommendation and, if approved, authorize the Mayor to sign the appropriate documents.

After recording to be returned to:

Arvest Bank
Attn: Jared Turnbull
216 N. Broadway
Pittsburg, Kansas 66762

DEBT AND MORTGAGE SUBORDINATION AGREEMENT

This Debt and Mortgage Subordination Agreement (“**Agreement**”) is executed and entered into this ____ day of _____, 2022 (the “**Effective Date**”), by and among **ARVEST BANK**, an Arkansas banking association (“**Senior Creditor**”), **THE VILLAS AT CREEKSIDE, LLC**, a Kansas limited liability company (“**Borrower**”), and **THE CITY OF PITTSBURG, KANSAS**, a Kansas municipality (“**Subordinated Lender**”).

RECITALS:

A. Arvest Senior Loan 232445. Pursuant to a Promissory Note and Security Agreement dated April 6, 2021 from Borrower to Senior Creditor (the “**Senior Note 232445**”), Senior Creditor has made and extended a \$9,000,000 loan to Borrower (as amended, modified, extended or increased from time to time, “**Senior Loan 232445**”), which is secured by a first lien mortgage on certain real property described on **Exhibit A** hereto (the “**Mortgaged Property**”) pursuant to that certain Mortgage (With Future Advance Clause) from Borrower, as mortgagor, to Senior Creditor, as mortgagee, dated April 6, 2021 and recorded on April 12, 2021, 2021 as Instrument No. 0647-0589 in the records of the Crawford County, Kansas Register (the “**Senior Mortgage 232445**”) and an Assignment of Leases and Rents from Borrower, as assignor, to Senior Creditor, as assignee, dated April 6, 2021 and recorded on April 12, 2021, 2021 as Instrument No. 0647-0590 in the records of the Crawford County, Kansas Register (the “**Senior AOR 232445**”).

B. City of Pittsburg Subordinate Loan. Pursuant to a Loan and Security Agreement dated April 13, 2021 by and between Subordinated Lender and Borrower, Subordinated Lender has made and extended a \$750,000 loan to Borrower (as amended, modified, extended or increased from time to time, “**Subordinated Loan**”), as evidenced by a Promissory Note from Borrower to Subordinated Lender dated April 13, 2021 for the original principal sum of \$750,000 (the “**Subordinated Note**”), which is secured by a second lien mortgage on the Mortgaged Property pursuant to that certain Second Mortgage from Borrower, as mortgagor, to Subordinated Lender, as mortgagee, dated April 13, 2021 and recorded on April 21, 2021 as Instrument No. 0647-0764 in the records of the Crawford County, Kansas Register (the “**Subordinated Mortgage**”).

C. Arvest Senior Loan 2470890. Pursuant to a Promissory Note and Security Agreement dated _____, 2022 from Borrower to Senior Creditor (the “**Senior Note**”), Senior Creditor has made and extended a \$460,000 loan to Borrower (as amended, modified, extended or increased from time to time, “**Senior Loan 2470890**”), which is secured by a first lien mortgage on certain real property described on **Exhibit A** hereto (the “**Mortgaged Property**”) pursuant to that certain Mortgage (With Future Advance Clause) from Borrower, as mortgagor, to Senior Creditor, as mortgagee, dated _____, 2022 and recorded on _____, 2022 as Instrument No. _____ in the records of the Crawford County, Kansas Register (the “**Senior Mortgage 2470890**”) and an Assignment of Leases and Rents from Borrower, as assignor, to Senior Creditor, as assignee, dated _____, 2022 and recorded on _____, 2022 as Instrument No. _____ in the records of the Crawford County, Kansas Register (the “**Senior AOR 2470890**”).

D. It is the intention of Senior Creditor, Subordinated Lender, and Borrower that the Subordinated Loan, all liens securing the Subordinated Loan, and claims for payment of the same shall be junior and subordinate to each of the Senior Loan 232445, the Senior Loan 2470890, and all other loans made by Senior Creditor and secured by all or any part of the Mortgaged Property (collectively, the “**Senior Loans**”) and the liens created in favor Senior Creditor pursuant to all loan documents creating or securing the Senior Loans (such documents being referred to as the “**Senior Loan Documents**”) and to any other additional, further indebtedness, future indebtedness, or renewals thereof or otherwise of Borrower to Senior Creditor.

E. The Subordinated Mortgage is intended to be subordinate to Senior Creditor’s lien under each of the Senior Mortgage 232445 and Senior AOR 232445, the Senior Mortgage 2470890 and Senior AOR 2470890, and any and all other Senior Loans (all such mortgages and assignments of rents being collectively referred to as the “**Senior Mortgages**”), and as a condition to the extension of Senior Loan 2470890, Senior Creditor has required that Subordinated Lender and Borrower enter into a subordination agreement, pursuant to which Subordinated Lender agrees to subordinate any indebtedness owed to Subordinated Lender by Borrower and any liens securing the Subordinated Loan to the Senior Mortgages, the Senior Loans, and the interest of the Senior Creditor.

F. This Agreement is given as a condition precedent to and requirement for the extension of the Senior Loan 2470890 by Senior Creditor to Borrower.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE ONE **DEFINITIONS**

1.1. Definitions. For all purposes of this agreement and wherever the same herein appear, the term:

(a) “**Subordinated Debt**” shall mean and include the principal of, interest on, and all other amounts owing in connection with, all duties, obligations and liabilities of Borrower to Subordinated Lender, or any successor, assign, transferee, person or entity in which Borrower, or any subsidiary thereof, owns a legal or beneficial interest, of every kind and description, whether direct or indirect, absolute or contingent, joint and/or several, due or to become due, now existing or hereafter arising, regardless of how they arise or by whatever agreement or instrument they may be evidenced, including but not limited to that certain Promissory Note from Borrower to Subordinated Lender dated April 13, 2021 for the original principal sum of \$750,000, together with all amendments, modifications, restatements or renewals thereof.

(b) “**Senior Debt**” shall mean all principal, interest, fees, costs, expenses (including attorneys’ fees), liabilities, obligations and other amounts payable under or with respect to the Senior Loans (including, but not limited to, each of the Senior Loan 232445 and Senior Loan 2470890, and all other loans made by Senior Creditor to Borrower from time to time secured by all or any portion of the Mortgaged Property), and all other documents and instruments executed or delivered in connection therewith (collectively, the “**Senior Security Instruments**”), at any time and from time to time, and all amendments, modifications, renewals, extensions, increases substitutions or rearrangements of any of the foregoing.

ARTICLE TWO

SUBORDINATION OF LIENS

2.1. Agreement for Subordination of Subordinated Debt and Subordinated Mortgage.

(a) Subordination of Subordinated Mortgage. Subordinated Lender agrees to, and hereby does, subordinate all of its right, title and interest in the Mortgaged Property and all other mortgaged property described in the Subordinated Mortgage to the lien(s) of the Senior Creditor under each of the Senior Mortgage 232445, the Senior AOR 232445, the Senior Mortgage 2470890, the Senior AOR 2470890, and all other Senior Security Instruments. Subordinated Lender also subordinates all of its right, title and interest in and to such Mortgaged Property to the lien of Senior Creditor evidenced by any financing statements or assignments of rents and leases executed or authorized by Borrower in favor of Senior Creditor.

(b) Subordination of Subordinated Debt. The Subordinated Debt and any extensions, modifications, amendments, substitutions or refinances thereof is hereby made expressly wholly subordinate and junior to the Senior Debt whether now or hereafter outstanding to the extent and in the manner set forth in this Agreement. Each holder of Senior Debt and each holder of Subordinated Debt, whether now outstanding or hereafter created, incurred, assumed or guaranteed, shall be deemed to have acquired Senior Debt or Subordinated Debt, respectively, in reliance upon the provisions contained in this Agreement.

Notwithstanding the foregoing, until the Senior Debt is repaid in full, including payment of all outstanding principal, interest, late fees and other charges, only to the extent that such payments will not cause an Event of Default to occur under the Senior Loan Documents, Subordinated Lender may accept and retain scheduled payments of principal and interest on the

Subordinated Debt, but no other payments of the Subordinated Debt; *provided*, that neither Borrower nor any obligor of the Subordinated Debt shall make any payment in respect of the Subordinated Debt, whether pursuant to the terms of the Promissory Note evidencing the Subordinated Debt or otherwise, upon acceleration or otherwise, and Subordinated Lender shall not accept any payment in respect of the Subordinated Debt, if at the time of such payment an Event of Default exists and continues under the Senior Loan Documents and Senior Lender has given Subordinated Lender written notice of such Event of Default, such notice has not been retracted by Senior Lender, and such Event of Default continues to exist as of the date of such payment to Subordinated Lender.

All payments or distributions upon or with respect to the Subordinated Debt that are received by Subordinated Lender in contravention of the foregoing, shall be received in trust for the benefit of Senior Lender, shall upon written request be segregated from other funds and property held by Subordinated Lender, and shall be forthwith paid over to Senior Lender in the same form as so received (with any necessary endorsement) to be applied to or held as collateral for the payment or prepayment of the Senior Debt.

(c) Subordination of Claims. Borrower and Subordinated Lender also agree any and all claims of Subordinated Lender against Borrower, now or hereafter existing, are, and shall be at all times, subject and subordinate to any and all claims, now or hereafter existing that Senior Lender may have against Borrower (including any claim by Senior Lender for interest accruing after any assignment for the benefit of creditors by Borrower or the institution by or against Borrower of any proceedings under the Bankruptcy Code, or any claim by Senior Lender for any such interest that would have accrued in the absence of such assignment or the institution of such proceedings).

2.3. Application of Proceeds.

(a) Senior Creditor and Subordinated Lender agree that upon an Event of Default under any of the Senior Loan Documents existing past any applicable cure period, the proceeds of any sale, disposition, or other realization upon any Collateral shall be applied by the Senior Creditor in the following order of priority:

First: to the Senior Creditor, an amount equal to any unpaid expenses of such sale, disposition or other realization, all expenses, liabilities and advances incurred or made by the Senior Creditor in connection therewith and all reasonable attorneys' fees incurred in connection therewith;

Second: to the Senior Creditor, an amount equal to the unpaid principal, accrued interest, fees and other amounts payable with respect to the Senior Debt, whether or not then due and owing, including without limitation any costs and expenses of Senior Creditor and its representatives payable under the Security Instruments;

Third: to any other secured subordinated lender in accordance with Senior Creditor's agreement with such party, an amount equal to the unpaid principal, accrued interest, fees and other amounts payable with respect to such secured party's subordinated debt, whether or not then due and owing, including without limitation any

costs and expenses of such subordinated secured party and its representatives payable under any documents or instruments relating to such creditor's subordinated debt;

Fourth: any surplus then remaining shall be paid to Borrower or its respective successors or assigns, to whomsoever may be lawfully entitled to receive the same, or as a court of competent jurisdiction may direct, including to Subordinated Lender if so directed.

(b) Nothing contained in this Section 2.3 shall be construed to entitle Subordinated Lender to receive any distributions contrary to the terms of the Subordinated Debt or applicable laws.

(c) As to Borrower nothing contained herein in this Section 2.3 shall be construed or shall constitute a waiver of any rights or a modification of any terms granted Borrower and set forth in the Security Instruments with respect to Senior Creditor.

2.4. No Commencement of Any Proceeding. Subordinated Lender disclaims any senior security interest in the Collateral, and the Subordinated Debt is secured only by the subordinate lien on the Collateral described herein. Subordinated Lender agrees that, so long as any of the Senior Debt shall remain unpaid, they shall not exercise any right, power or remedy with respect to the Collateral.

2.5. Limitation on Senior Creditor's Duties in Respect of Collateral. Senior Creditor shall not have any duty to Subordinated Lender as to any Collateral in its possession or control or in the possession or control of any of its agents or nominees, or any income thereon, or as to the preservation of rights against prior parties or any other rights pertaining thereto.

2.6. Insurance and Condemnation Proceeds. In the event Senior Creditor shall release or permit the use of (for the purposes of the restoration of all or any part of any improvements on the Collateral) either: (a) the proceeds under policies of insurance; or (b) any condemnation awards, or other compensation, made for any damages, losses or compensation for other rights by reason of a taking in eminent domain (such proceeds, awards, and other compensation being collectively called the "**Proceeds**"), then Subordinated Lender shall likewise for such purpose, release or permit the use of, all of its respective right, title and interest, if any, in and to all such Proceeds; *provided*, that Subordinated Lender hereby disclaims any interest in such Proceeds. Subordinated Lender further assigns and transfers to Senior Creditor all of Subordinated Lender's right, title, interest and claim, if any, in and to the Proceeds for so long as any of the Senior Debt remains unpaid. Subordinated Lender agrees that the Proceeds may be distributed and applied in the manner provided in the Senior Loan Documents, which provisions shall govern and control any contrary provisions of the subordinated promissory note given by Borrower to Subordinated Lender for Subordinated Loan.

ARTICLE THREE

MISCELLANEOUS

3.1. Rights of Subrogation. No payment or distribution to the Senior Creditor pursuant to the provisions of this Agreement shall entitle Subordinated Lender or any other holder of all or any portion of the Subordinated Debt to exercise any rights of subrogation in respect thereof until the Senior Debt have been paid in full.

3.2. Rights Concerning Loans. The rights of the Senior Creditor and the obligations of Subordinated Lender and any other holder of all or any portion of the Subordinated Debt under this Agreement shall remain in full force and effect until the Senior Loan and the Senior Debt shall be paid in full, irrespective of:

(a) any lack of validity or enforceability of the any of the Senior Loan Documents, this Agreement, or any other Senior Security Instrument;

(b) any change in the amount, manner, place or terms of payment or change or extension of the time of payment of or renewal or alteration of the Senior Debt in any respect, or any modification or amendment of any Senior Security Instruments;

(c) sale, exchange, release or other dealings with all or any part of any property pledged or mortgaged by whomsoever at any time to secure the Senior Debt;

(d) any release of any guarantor to the extent liable or otherwise obligated for the Senior Debt;

(e) exercise or refrain from exercising any rights against Borrower and others;

(f) application of any sums, by whomsoever paid or howsoever realized, to the Senior Debt in any manner or order in Senior Creditor's sole discretion;

(g) any exchange, release or non-perfection of any interest in any of the Collateral securing the Senior Debt, or any release, amendment or waiver of or consent to departure from any guaranty for the Senior Debt; and

(h) any other circumstance or event that might otherwise constitute a defense available to, or a discharge of, Borrower in respect of the Senior Debt or Subordinated Debt, or Subordinated Lender in respect of this Agreement.

3.3 Evidence of Subordinated Debt. Subordinated Lender agrees that all Subordinated Debt that currently exists or may be hereafter acquired will be evidenced by either a promissory note(s) from Borrower to Subordinated Lender or an accounting entry on Borrower's books showing the account payable to Subordinated Lender, which shall be secured only on a subordinate basis to the Senior Debt.

3.4. Right of Assignment. This Agreement and the Senior Creditor's rights in and to the Senior Debt may be assigned by Senior Creditor in connection with any assignment or transfer of all or any part of the Senior Debt.

3.5. Books and Records. Borrower agrees to cause its books to show that Subordinated Debt is subordinated to the Senior Debt in the manner and to the extent set forth in this Agreement.

3.6. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with, and the rights of the parties shall be governed by, the internal laws of the State of Kansas and applicable federal laws.

3.7. Amendments. This Agreement shall not be changed orally but shall be changed only by agreement in writing signed by the party against whom such amendment is sought to be enforced. No course of dealing between the parties, no usage of trade and no parole or extrinsic evidence of any nature shall be used to supplement or modify any of the terms or provisions of this Agreement.

3.8. Partial Invalidity. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and this Agreement shall be liberally construed so as to carry out the intent of the parties to it. Each waiver in this Agreement is subject to the overriding and controlling rule that it shall be effective only if and to the extent that: (a) it is not prohibited by applicable law and (b) applicable law neither provides for nor allows any material sanctions to be imposed against Senior Creditor for having bargained for and obtained it.

3.9. Pronouns; Interpretation. The pronouns used in this Agreement are in the masculine and neuter genders but shall be construed as feminine, masculine or neuter as occasion may require. "Subordinated Lender", "Senior Creditor", and "Borrower" as used in this Agreement include the heirs, devisees, executors, administrators, personal representatives, trustees, beneficiaries, conservators, receivers, successors, transferees and assigns of those parties. This Agreement shall not be construed more strictly against one party than the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties. Wherever the term "including" or a similar term is used in this Agreement, it shall be read as if it were written "including by way of example only and without in any way limiting the generality of the clause or concept referred to."

3.10. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties hereto with respect to their subject matter and supersedes all prior conflicting or inconsistent agreements, consents and understandings relating to such subject matter. The parties acknowledge and agree there is no oral agreement between the parties that has not been incorporated in this Agreement.

3.11. Non-waiver. No delay or failure by Senior Creditor to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

3.12. Waivers by Subordinated Lender. Subordinated Lender and Borrower each hereby waive presentment, demand, protest, promptness, diligence, notice of acceptance and any other notice with respect to any of the Senior Debt, the Subordinated Debt or this Agreement, and further waive any requirement that Senior Creditor protect, secure, perfect or insure any security interest or lien or any property subject thereto, or exhaust any right or take any action against either Borrower, any other person or any collateral. No notice to or demand on Borrower or Subordinated Lender shall be deemed a waiver of any right of Senior Creditor to take further action without notice or demand.

3.13. Notice of Default. Subordinated Lender agrees to promptly notify Senior Creditor of any default or breach of any term or condition of any Subordinated Debt or any document evidencing or associated with the same. Senior Creditor agrees to promptly notify Subordinated Lender of any default or breach of any term or condition of any of the Senior Debt or any document evidencing or associated with the same.

3.14. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

3.15. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

3.16. Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective heirs, personal representatives, successors and assigns. Subordinated Lender shall not sell, assign, pledge, encumber or otherwise dispose of any Subordinate Debt unless such sale, assignment, pledge, encumbrance or disposition is made expressly subject to the terms and provisions of this Agreement and the transferee shall enter into an agreement with Senior Creditor acknowledging that it is bound by such terms and provisions. Nothing herein is intended or shall be construed to give any other person or entity any right, remedy or claim with respect to this Agreement, the Senior Debt or Subordinated Debt.

3.17. Recording. This Agreement shall be recorded in the records of the Register of Crawford County, Kansas to evidence the subordination of the Subordinated Mortgage, and the parties hereto hereby consent to such recording.

[SIGNATURE PAGE(S) FOLLOW(S)]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed effective as of the Effective Date.

SENIOR CREDITOR:

ARVEST BANK,
an Arkansas banking corporation

By: _____
Jared Turnbull, Community Market President

STATE OF KANSAS)
) ss:
COUNTY OF CRAWFORD)

ACKNOWLEDGMENT

On this day, before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named **JARED TURNBULL**, to me personally well known, who stated that he is the Community Market President of **ARVEST BANK**, an Arkansas banking corporation, and was duly authorized in that capacity to execute the foregoing instrument for and in the name and behalf of said bank, and further stated and acknowledged that he had so signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 20____.

Notary Public

My commission expires:

(S E A L)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed effective as of the Effective Date.

BORROWER:

THE VILLAS AT CREEKSIDE, LLC,
a Kansas limited liability company

By: JMAC – QOZ BUSINESS II, LLC, Sole Member

By: 3P DEVELOPMENT GROUP, LLC, Manager

By: _____
Dexter L. Pearson, Managing Member

STATE OF KANSAS)
) ss:
COUNTY OF CRAWFORD)

ACKNOWLEDGMENT

On this day, before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named **DEXTER L. PEARSON**, to me personally well known, who stated that he is the Managing Member of 39 Development Group, LLC, the Manager of JMAC – QOZ Business II, LLC, the Sole Member of **THE VILLAS AT CREEKSIDE, LLC**, a Kansas limited liability company, and was duly authorized in that capacity to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that he had so signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 2022.

Notary Public

My commission expires:

(S E A L)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed effective as of the Effective Date.

SUBORDINATED LENDER:

THE CITY OF PITTSBURG, KANSAS

By: _____
Cheryl Brooks, Mayor

ATTEST:

Tammy Nagel, City Clerk

STATE OF KANSAS)
) ss:
COUNTY OF CRAWFORD)

ACKNOWLEDGMENT

On this day, before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named **CHERYL BROOKS and TAMMY NAGEL**, to me personally well known, who stated that they are the Mayor and City Clerk, respectively, of **THE CITY OF PITTSBURG, KANSAS**, and were duly authorized in that capacity to execute the foregoing instrument for and in the name and behalf of said municipality, and further stated and acknowledged that they had so signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 20____.

Notary Public

My commission expires:

(S E A L)

EXHIBIT A
MORTGAGED 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 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 164.04 Feet, a Chord Bearing of North 2°06'38" West and a Chord Length of 81.09 Feet for an Arc Length of 81.94 Feet; thence North 76°47'01" West, 14 7 .85 Feet, thence along a Curve to the Left having a Radius of 309 .25 Feet, a Chord Bearing of South 1 °50'21" East and a Chord Length of 156.61 Feet for an Arc Length of 158.33 Feet; thence South 87°24'08" West, 107.43 Feet; thence North 29°01'11" East, 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 Feet 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 Arc Length of 89.19 Feet; thence along a Curve to the Right having a Radius of 51.09 Feet, a chord Bearing of North 39°17'18" West and a Chord Length of 61.43 Feet for an Arc Length of 65.91 Feet; thence North 88°15'27" East, 121.19 Feet; thence South 76°46'01" East, 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 Feet for an Arc Length of 211 .33 Feet: thence North 87°32'27" East, 57.00 Feet; thence North 2°14'41" West, 109.98 Feet; thence South 87°33'39" West, 42.94 Feet; thence North 2°26'22" West, 169.96 Feet; thence North 87°33'24" East, 184.27 Feet to the Point of Beginning.

The property is located in Crawford County at 1700 BLOCK OF EAST 4TH ST, PITTSBURG, Kansas 66 7 62.

RESOLUTION NO. 1256

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF PITTSBURG, KANSAS AUTHORIZING AMENDMENT TO INDENTURE OF TRUST RELATING TO \$8,640,000 INDUSTRIAL DEVELOPMENT REVENUE BONDS SERIES 2017A AND 2017B (KENDALL PACKAGING CORPORATION PROJECT) ISSUED ON JANUARY 25, 2017; AND AUTHORIZING EXECUTION OF RELATED DOCUMENTS

THE GOVERNING BODY OF THE CITY OF PITTSBURG, KANSAS HAS FOUND AND DETERMINED:

A. The City of Pittsburg, Kansas (the “Issuer”) entered into an Indenture of Trust dated as of January 1, 2017 (the “Indenture”) between the Issuer and BMO Harris Bank N.A., as trustee (the “Trustee”), relating to the issuance of \$8,640,000 City of Pittsburg, Kansas Industrial Development Revenue Bonds, Series 2017A and 2017B (Kendall Packaging Corporation Project) (the “Bonds”). The Bonds were issued in two series as follows: (i) \$3,000,000 City of Pittsburg, Kansas Industrial Development Revenue Bonds, Series 2017A (the “Series 2017A Bonds”) and (ii) \$5,640,000 City of Pittsburg, Kansas Industrial Development Revenue Bonds, Series 2017B (the “Series 2017B Bonds”). The Bonds were purchased by BMO Harris Bank N.A. (the “Original Purchaser”).

B. The Bonds were issued by the Issuer under authority of K.S.A. 12-1740 et seq., as amended (the “Act”) to provide funds for the construction of an approximately 61,000 square foot expansion of an existing manufacturing facility located at 1901 East 27th Street Terrace in the City of Pittsburg, Kansas (the “Facility”), acquisition of equipment for use at the Facility, and paying costs of issuance. The Issuer has leased the Facility to Kendall Packaging Corporation, a Delaware corporation (the “Lessee”) pursuant to a Lease Finance Agreement dated as of January 1, 2017 between the Issuer and the Lessee, which Facility is operated by the Lessee to manufacture flexible packaging solutions.

C. The Original Purchaser and the Lessee desire to amend certain terms of the Indenture, including but not limited to the interest rate provisions relating to the Series 2017A Bonds (*no amendments or modifications are being made to the Series 2017B Bonds*). In order to give effect to such modification of the Indenture relating to the Series 2017A Bonds, the Lessee and the Original Purchaser have requested the Issuer to (i) amend the Series 2017A Bonds (the “Amended Series 2017A Bonds”) and (ii) enter into a First Amendment to Indenture of Trust (the “Amendment”). It is a requirement of the Indenture that the Amendment be approved by the Issuer.

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

Section 1. Findings and Determination. It is hereby found and determined that under the Act, the Bonds shall remain limited obligations of the Issuer, and the Bonds do not constitute an indebtedness of the Issuer within the meaning of any state constitutional or statutory provision, and do not constitute nor give rise to a charge against its general credit or taxing powers or a pecuniary liability of the Issuer.

Section 2. Approvals and Authorizations.

2.01. There is hereby approved the amendment by the Issuer of the Series 2017A Bonds.

2.02. The Amendment is hereby approved. The Mayor and the City Clerk are hereby authorized and directed in the name and on behalf of the Issuer to execute the Amendment, to which the Issuer is a party, and either one of them or both of them are authorized and directed to execute such other documents, agreements, instruments or certificates as are deemed necessary or desirable by the Issuer's counsel and bond counsel.

2.03. The Issuer shall proceed to amend the Series 2017A Bonds, which Amended Series 2017A Bonds shall be in the form and upon the terms set forth in the Amendment, which terms are for this purpose incorporated in this resolution and made a part hereof. The Mayor and the City Clerk are authorized and directed to execute and seal the Amended Series 2017A Bonds as prescribed in the Amendment and to deliver them to the Trustee for authentication and delivery to the Original Purchaser.

2.04. The Mayor, the City Clerk and other officers of the Issuer are authorized to prepare and furnish to the Trustee and bond counsel certified copies of all proceedings and records of the Issuer relating to the Amended Series 2017A Bonds, and such other affidavits and certificates as may be required by the Trustee and bond counsel to show the facts relating to the legality and marketability of the Amended Series 2017A Bonds as such facts appear from the books and records in the officers' custody and control or as otherwise known to them.

2.05. The approval hereby given to the various documents referred to in this resolution includes the approval of such additional details therein as may be necessary and appropriate for their completion and such modifications thereto, deletions therefrom and additions thereto as may be approved by the Issuer's counsel and bond counsel. The execution of any document by the appropriate officer or officers of the Issuer herein authorized shall be conclusive evidence of the approval by the Issuer of such document in accordance with the terms hereof.

2.06. The Amended Series 2017A Bonds will be special limited obligations of the Issuer payable solely from the Trust Estate under the Indenture, including revenues derived from the Lease of the Project. The Amended Series 2017A Bonds will not be general obligations of the Issuer, nor constitute a pledge of the faith and credit of the Issuer, and will not be payable in any manner by taxation.

Section 3. Further Action. The City Clerk is hereby authorized to deliver an executed copy of this Resolution to the Lessee. The Mayor, City Clerk and other officials and employees of the Issuer, including the Issuer's counsel and Bond Counsel, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Resolution.

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ADOPTED by the governing body of the City of Pittsburg, Kansas on October 11, 2022.

[SEAL]

Cheryl Brooks, Mayor

Attest:

Tammy Nagel, City Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the Issuer adopted by the governing body on October 11, 2022, as the same appears of record in my office.

DATED: October 11, 2022.

Tammy Nagel, City Clerk



HUMAN RESOURCES

201 West 4th Street • Pittsburg KS 66762

(620) 231-4100

www.pittks.org

To: Daron Hall, City Manager

From: Kim Vogel, Director of Human Resources

CC: Tammy Nagel, City Clerk
Larissa Bowman, Director of Finance

Date: October 4, 2022

Re: Agenda Item – October 11, 2022 City Commission Meeting
2023 Proposed Salary Ordinance No. S-1089

City staff is recommending the amendment of Ordinance No. S-1083 with the adoption of Ordinance No. S-1089. Attached is the Proposed 2023 Salary Ordinance with the following amendments:

- Minimum, Midpoint and Maximum salary ranges in all grades are adjusted for the 2% Cost of Living Adjustment.
- All annual stipend positions have been adjusted 4% to reflect the 2% Cost of Living Adjustment and a 2% merit-based increase.
- There are no new budgeted full-time positions in the Ordinance No S-1089.

In this regard would you place an item on the agenda for the City Commission meeting scheduled for Tuesday, October 11, 2022. Action necessary will be the approval of the Salary Ordinance No. S-1089.

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

ORDINANCE NO. S-1089

AN ORDINANCE AMENDING ORDINANCE NO. S-1083 FIXING THE SALARY AND COMPENSATION OF THE OFFICERS AND EMPLOYEES OF THE CITY OF PITTSBURG, KANSAS.

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

Section 1. Salary and Compensation of Officers and Employees. Officers and employees of the City of Pittsburg, Kansas, shall receive salary and hourly wages, payable in bi-weekly installments, not to exceed the amount set opposite the respective classification of the officer or employee.

Section 2. City Commission. City Commissioners shall receive wages, payable in bi-weekly installments, not to exceed the amount set opposite the below classification. Additionally, each Commissioner shall be entitled to receive and be reimbursed for any reasonable expenses incurred as the result of trips outside of the City on any City business or expenses incurred by such Commissioners in the performance of any official act for or on behalf of the City.

CLASSIFICATION

City Commissioner

ANNUAL STIPEND

\$3,000

Section 3. City Manager's Authority. The City Manager is hereby empowered to employ qualified persons to fill any department head position at an annual salary at no more than the maximum amount allowed herein, and to employ qualified persons to fill any position other than department head on an annual salary or hourly wage at no more than the maximum amount allowed herein. Employees' salaries and wages may be increased by the City Manager at reasonable intervals until the maximum amount is reached and as may be allowed and paid from time to time. The City Manager is further empowered to allow salary incentive payments in addition to the base salary amounts contained herein, as authorized by the City Commission, for such items as Fire Department First Responder and EMT certificates, Public Works licenses and operator certificates, and Police education and special assignment duties, provided that such incentive payments do not increase employee pay more than 5% above the maximum amounts shown herein.

Section 4. Legal Officers. The following legal officers shall receive annual stipend as herein enumerated:

CLASSIFICATION

City Attorney

Legal Advisor/ Municipal Court Prosecutor

Municipal Court Judge

ANNUAL STIPEND

\$65,882

\$50,654

\$35,325

Section 5. Pay Grade Structure. Amounts listed below are for all employees regardless of non-exempt or exempt status. Non-Exempt employees are paid on an hourly basis. Overtime, based on 1.5 times the appropriate hourly rate, is paid for all hours in excess of 40 hours worked in a 7-day work cycle. Exempt employees are employees who are paid on a salary rate basis. Exempt employees are not eligible for overtime compensation.

| GENERAL | | | | |
|--------------------------------|---|----------|----------|----------|
| Grade | Titles | Min | Mid | Max |
| 1 Part Time/ Seasonal | Cashier/Concessions Worker | \$9.18 | \$11.22 | \$13.26 |
| | Clubhouse Worker | | | |
| | Event Worker | | | |
| | Intern | | | |
| | Lifeguard | | | |
| | Parks Maintenance Worker | | | |
| | Recreation Worker | | | |
| | Utilities Maintenance Worker | | | |
| 2 Part Time/ Seasonal | Aquatic Center Maintenance Manager | \$11.22 | \$14.28 | \$17.34 |
| | Aquatic Center Manager | | | |
| | Aquatic Center Program Manager | | | |
| | Concession Manager | | | |
| | Farmer's Market Manager | | | |
| | Instructor | | | |
| | Lead Event Worker | | | |
| | Recreation Leader | | | |
| 3 | Building Maintenance Worker | \$26,800 | \$32,161 | \$37,521 |
| | Custodian | | | |
| | Mechanic Apprentice | | | |
| | Parks Heavy Equipment Operator Apprentice | | | |
| | Streets Heavy Equipment Operator Apprentice | | | |
| | Utilities Heavy Equipment Operator Apprentice | | | |

| | | | | |
|---|---|----------|----------|----------|
| 4 | Administrative Assistant I | \$28,559 | \$35,699 | \$47,550 |
| | Airport Attendant I | | | |
| | Animal Control Technician | | | |
| | Cemetery Caretaker | | | |
| | Communications Technician I | | | |
| | Customer Service Representative I | | | |
| | Event Manager | | | |
| | Facility Maintenance Technician | | | |
| | Housing Specialist I | | | |
| | Mechanic I | | | |
| | Municipal Court Clerk | | | |
| | Parks Heavy Equipment Operator I | | | |
| | Police Records Clerk | | | |
| | Prosecution Clerk | | | |
| | Stormwater Collection Operator I | | | |
| | Streets Heavy Equipment Operator I | | | |
| | Traffic & Communications Technician | | | |
| | Wastewater Collection System Operator I | | | |
| | Wastewater Treatment Plant Operator I | | | |
| | Water Distribution Operator I | | | |
| | Water Service Representative I | | | |
| | Water Treatment Plant Operator I | | | |
| 5 | Animal Control Officer | \$31,701 | \$39,626 | \$47,550 |
| | Assistant Technical Director | | | |
| | Codes Enforcement Inspector | | | |
| | Communications Technician II | | | |
| | Customer Service Representative II | | | |
| | Evidence Technician | | | |
| | Facility Maintenance Technician II | | | |
| | Homeless Services Coordinator (ESG) | | | |
| | Housing Specialist II | | | |
| | Information Technology Specialist | | | |
| | Multimedia Production Specialist | | | |
| | Parks Facilities Coordinator | | | |
| | Parks Heavy Equipment Operator II | | | |
| | Section 8 HQS Compliance Inspector | | | |
| | Staff Accountant I | | | |
| | Stormwater Collection Operator II | | | |
| | Street Sweeper Operator | | | |
| | Streets Heavy Equipment Operator II | | | |
| | Utility Location Specialist | | | |
| | Wastewater Collection Operator II | | | |
| | Water Distribution Operator II | | | |
| | Water Treatment Plant Operator II | | | |
| | | | | |

| | | | | |
|---|--|----------|----------|----------|
| 6 | Administrative Assistant II | \$35,821 | \$44,777 | \$53,733 |
| | Asset Management Support | | | |
| | Building Inspector | | | |
| | Clubhouse Manager | | | |
| | Communications Technician III | | | |
| | Community Development Specialist | | | |
| | Deputy City Clerk | | | |
| | Engineering Technician | | | |
| | Facility Maintenance Supervisor | | | |
| | Family Response Advocate | | | |
| | GIS Specialist | | | |
| | Housing Specialist III | | | |
| | Information Technology Specialist II | | | |
| | Mechanic II | | | |
| | Parks Maintenance/Vegetation Coordinator | | | |
| | Permit Technician | | | |
| | Project Coordinator | | | |
| | Staff Accountant II | | | |
| | Stormwater Collection Supervisor | | | |
| | Streets Supervisor | | | |
| | Wastewater Collection Supervisor | | | |
| | Water Distribution Supervisor | | | |
| | Water Maintenance Tech | | | |
| | Wastewater Treatment Plant Lab Technician | | | |
| | Wastewater Treatment Plant Maintenance Technician | | | |
| | | | | |
| 7 | Communications Supervisor | \$40,478 | \$50,597 | \$60,717 |
| | Crime Analyst | | | |
| | Municipal Court Administrator | | | |
| | Neighborhood Redevelopment Manager | | | |
| | Network Administrator I | | | |
| | Payroll/Purchasing Manager | | | |
| | Records Administrator/Public Information Coordinator | | | |
| | Recreation Manager - Athletics | | | |
| | Recreation Manager - Operations | | | |
| | Technical Director | | | |
| | Technical Security Specialist | | | |
| | Water Treatment Plant Supervisor | | | |
| | Wastewater Treatment Plant Supervisor | | | |
| | | | | |

| | | | | |
|----|---|-----------|-----------|-----------|
| 8 | Customer Service Manager | \$46,550 | \$58,187 | \$69,825 |
| | Engineering Supervisor | | | |
| | Housing Program Manager | | | |
| | Human Resources Manager | | | |
| | Network Administrator II | | | |
| | Public Information Manager | | | |
| | Special Projects Engineer | | | |
| | Water Treatment Plant Assistant Superintendent | | | |
| 9 | Airport Manager | \$53,533 | \$66,915 | \$80,297 |
| | Assistant HR Director | | | |
| | Fleet Manager/Asset Management Support | | | |
| | Golf Course Superintendent | | | |
| | Memorial Auditorium Manager | | | |
| | Parks Maintenance Superintendent | | | |
| | Recreation Superintendent | | | |
| | Stormwater Collections Superintendent | | | |
| | Street Superintendent | | | |
| | Traffic Superintendent – Title Changed | | | |
| | Wastewater Collections Superintendent | | | |
| | Wastewater Treatment Plant Superintendent | | | |
| | Water Distribution Superintendent | | | |
| | Water Treatment Plant Superintendent | | | |
| 10 | Assistant Public Utilities Director | \$66,915 | \$86,990 | \$107,064 |
| | Building Official | | | |
| | City Clerk | | | |
| | Deputy Chief Of Police | | | |
| | Deputy Finance Director | | | |
| | Deputy Fire Chief/Fire Marshal/Safety Coordinator | | | |
| | Information Technology Manager | | | |
| 11 | Director of Community Development & Housing | \$80,297 | \$104,387 | \$128,477 |
| | Director of Finance & Budget | | | |
| | Director of Human Resources | | | |
| | Director of Parks & Recreation | | | |
| | Director of Plant Operations | | | |
| | Director of Public Works & Utilities | | | |
| | Fire Chief | | | |
| | Police Chief | | | |
| 12 | Deputy City Manager | \$92,243 | \$120,046 | \$147,748 |
| 13 | City Manager | \$120,046 | \$156,060 | \$192,073 |

Section 6. Hourly Wages for Full Time Firefighters: Grades F1-F5 listed below are for non--exempt firefighters who are paid on an hourly rate basis. Overtime, based on 1.5 times the appropriate hourly rate, is paid for all hours in excess of 106 hours in a 14-day work cycle, based upon 2,912 hours worked in a year. Grade F6 is exempt and not eligible for overtime compensation.

| FIRE | | | | |
|-------|----------------------|----------|----------|----------|
| Grade | Titles | Min | Mid | Max |
| F1 | Firefighter I | \$11.64 | \$13.97 | \$16.30 |
| F2 | Firefighter II | \$13.38 | \$16.07 | \$18.74 |
| F3 | Master Firefighter | \$14.19 | \$17.03 | \$19.86 |
| F4 | Fire Lieutenant | \$15.89 | \$19.07 | \$22.26 |
| F5 | Fire Captain | \$17.80 | \$21.36 | \$24.92 |
| F6 | Battalion Fire Chief | \$61,229 | \$73,475 | \$85,720 |

Section 7. Hourly Wages for Full Time Police Officers. Grades P1-P4 listed below are for non-exempt police officers who are paid on an hourly rate basis. Overtime, based on 1.5 times the appropriate hourly rate, is paid for all hours in excess of 40 hours in a 7-day work cycle. Grade P5 is exempt and not eligible for overtime compensation.

| POLICE | | | | |
|--------|-----------------------------|----------|----------|----------|
| Grade | Titles | Min | Mid | Max |
| P1 | Police Officer I | \$19.17 | \$23.96 | \$28.75 |
| P2 | Police Officer II | \$20.12 | \$25.15 | \$30.19 |
| P3 | Criminal Investigator | \$22.13 | \$27.67 | \$33.20 |
| | Evidence Control Specialist | | | |
| | Narcotics Investigator | | | |
| | Police Corporal | | | |
| P4 | Police Sergeant | \$25.46 | \$31.82 | \$38.19 |
| P5 | Administrative Lieutenant | \$58,212 | \$76,120 | \$91,344 |
| | Police Lieutenant | | | |

Section 8. Additional Employees. The City Manager, may, when necessary, employ additional personnel who shall receive for their services an amount based on the rate being paid for similar work as herein provided, the rate of pay for such work to be determined by the City Manager.

Section 9. Repealed. That Ordinance No. S-1083 of the City of Pittsburg, Kansas, and all other Ordinances, or parts of Ordinances, in conflict herewith be, and the same are, hereby repealed.

Section 10. Effective Date. This Ordinance shall take effect after its passage and publication in the official City paper with any changes being reflected on the January, 20, 2023 pay date.

Passed on this 11th day of October, 2023

Cheryl L Brooks, Mayor

ATTEST

Tammy Nagel, City Clerk