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CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, November 22, 2022
5:30 PM

CALL TO ORDER BY THE MAYOR:

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

CONSENT AGENDA:

- a. Approval of the November 8, 2022, City Commission Meeting minutes.
- b. Approval of the applications submitted by The City of Pittsburg (Four Oaks Golf Course and Lincoln Park), Pitt Stop, LLC dba Pitt Stop (902 South Joplin), Rhodes Grocery, Inc. dba Ron's Supermarket (310 East Centennial), Bo's 1 Stop (1116 West 4th Street), DG Retail, LLC dba Dollar General Store #3785 (2810 North Broadway), DG Retail, LLC dba Dollar General Store #18856 (820 West 4th Street), DG Retail, LLC dba Dollar General Store #13065 (2004 South Rouse), Walmart Inc. dba Walmart #72 (2710 North Broadway), Walmart Inc. dba Walmart #5791 (1011 East Centennial), Walmart Inc. dba Walmart #5791 Fuel Station (1015 East Centennial), EK Enterprise, LLC dba Pitt Express (302 West 4th Street), Casey's Retail Company dba Casey's #2893 (2912 North Broadway), Casey's Retail Company dba Casey's #2961 (612 South Broadway), and Casey's Retail Company dba Casey's #3924 (2520 South Broadway) to sell Cereal Malt Beverages for the year 2023 and direct the City Clerk to issue the licenses.
- c. Approval of staff recommendation to re-sign the short-form plat for Panda Express due to staffing changes and loss of the original document, and authorize the Mayor to sign on behalf of the City.
- d. Approval of Ordinance No. G-1343, providing for the change of zoning at 211 West 11th Street from R-1C, Single-Family Residential, to IP-3, Planned Heavy Industrial, and amending and supplementing the Zoning District Boundary Map and Zoning Ordinance No. G-663, as amended, of the City of Pittsburg, Kansas, and authorize the Mayor to sign the Ordinance on behalf of the City (request of CDL).
- e. Approval of staff recommendation to accept an Emergency Solutions Grant (ESG) from the Kansas Housing Resources Corporation (KHRC) in the amount of \$107,837 to support homeless services within our community, for the grant period of July 1st, 2022 through June 30th, 2023, and authorize the Mayor to sign the appropriate documents on behalf of the City.

CITY OF PITTSBURG, KANSAS
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- f. Approval of staff recommendation to enter into an Agricultural Land Lease between Campbell Farms, LLC, and the City of Pittsburg, in which Campbell Farms, LLC, will lease 90 acres of tillable land and grass land located at 4303 North Free King Highway, in the total amount of \$5,250, for the term beginning on February 22, 2023, and concluding on February 21, 2024, and authorize the Mayor to sign the lease on behalf of the City.
- g. Approval of staff recommendation to enter into an Agricultural Land Lease between Kenneth Biancarelli and the City of Pittsburg, in which Mr. Biancarelli will lease 148.14 acres of tillable land and grass land located at the Atkinson Municipal Airport, in the amount of \$8,147.70, for the term beginning on January 1, 2023, and concluding on December 31, 2023, and authorize the Mayor to sign the lease on behalf of the City.
- h. Approval of the Appropriation Ordinance for the period ending November 22, 2022, subject to the release of HUD expenditures when funds are received. **ROLL CALL VOTE.**

PUBLIC HEARING:

- a. PUBLIC HEARING - The City of Pittsburg advertised for a Public Hearing to be held on Tuesday, November 22nd, 2022, at 5:30 p.m. to receive public comment on the establishment of a Community Improvement District (CID) and the City's intent to levy a Community Improvement District Sales Tax within such district. **Following Public Hearing, take that action deemed appropriate.**

CONSIDER THE FOLLOWING:

- a. ORDINANCE NO. S-1091 - Consider adoption of Ordinance No. S-1091, establishing the Pittsburg Town Center Community Improvement District; authorizing the making of certain project improvements relating thereto; approving the estimated costs of such project improvements; levying a CID sales tax; providing for the method of financing the same; and authorizing the execution of a Development Agreement relating thereto. **Approve or disapprove Ordinance No. S-1091 and, if approved, authorize the Mayor to sign the necessary documents on behalf of the City.**
- b. ORDINANCE NO. G-1341 - Consider approval of Ordinance No. G-1341, amending Section 82-111 of the Pittsburg City Code fixing rates and minimum charges for water service; and providing an effective date of January 1, 2023. **Approve or disapprove Ordinance No. G-1341 and, if approved, authorize the Mayor to sign the Ordinance on behalf of the City.**

CITY OF PITTSBURG, KANSAS
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5:30 PM

- c. ORDINANCE NO. G-1342 - Consider approval of Ordinance No. G-1342, amending Section 82-141 of the Pittsburg City Code fixing rates and minimum charges for sewer service; and providing an effective date of January 1, 2023. **Approve or disapprove Ordinance No. G-1342 and, if approved, authorize the Mayor to sign the Ordinance on behalf of the City.**
- d. RESOLUTION NO. 1259 - Consider approval of Resolution No. 1259, amending Resolution No. 1248 establishing the equivalent residential unit, ERU rate and undeveloped property rate; and providing an effective date of January 1, 2023. **Approve or disapprove Resolution No. 1259 and, if approved, authorize the Mayor to sign the Resolution on behalf of the City.**
- e. RESOLUTION NO. 1260 - Consider approval of Resolution No. 1260 adopting and approving the proposed Capital Improvements Program (CIP) for the years 2023-2027. **Approve or disapprove Resolution No. 1260 and, if approved, authorize the Mayor to sign the Resolution on behalf of the City.**
- f. THE FINISHING TOUCH - Consider the recommendation of the Economic Development Advisory Committee (EDAC) to allocate \$25,000 in non-repayable funds to be used specifically toward infrastructure improvements by The Finishing Touch at their facility located at 808 East Jefferson Street, based on an expected \$250,000 investment in the project by The Finishing Touch. **Approve or disapprove the recommendation.**
- g. CITY COMMISSION MEETING SCHEDULE - Discussion is needed to determine the preference of the City Commission members as to the December City Commission Meeting schedule. **Take that action deemed appropriate.**

NON-AGENDA REPORTS & REQUESTS:

ADJOURNMENT

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
November 8, 2022

A Regular Session of the Board of Commissioners was held at 5:30 p.m. on Tuesday, November 8, 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: Stu Hite, Dawn McNay, Chuck Munsell and Ron Seglie.

Mayor Brooks led the flag salute.

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

PROCLAMATION – Mayor Brooks proclaimed November 2022 as Adoption Month in Pittsburg.

APPROVAL OF MINUTES – On motion of McNay, seconded by Hite, the Governing Body approved the October 25, 2022, City Commission Meeting minutes as presented. Motion carried.

ORDINANCE NO. S-1090 – On motion of McNay, seconded by Hite, the Governing Body adopted Ordinance No. S-1090, granting an ad valorem tax exemption to Atkinson Industries, Inc., pursuant to the City of Pittsburg's Policy and Procedures adopted November 10, 1987, as authorized by Section 13, Article 11, of the Constitution of the State of Kansas, and authorized the Mayor to sign the Ordinance on behalf of the City. Motion carried.

SECOND AMENDMENT TO ANTENNA COLLOCATION LEASE AGREEMENT – On motion of McNay, seconded by Hite, the Governing Body approved a Second Amendment to Antenna Collocation Lease Agreement with T-Mobile Central, LLC, updating the lease to reflect the name change from Sprint to T-Mobile Central, LLC, and authorized the Mayor to sign the Agreement on behalf of the City. Motion carried.

RINK WATER SERVICE – On motion of McNay, seconded by Hite, the Governing Body approved the application submitted by Brody Rink for water service outside the City limits for the property located at 773 South 196th Street. Motion carried.

CHANGE ORDER NO. 1 – EAST QUINCY PROJECT – On motion of McNay, seconded by Hite, the Governing Body approved Change Order No. 1 for the East Quincy Street Reconstruction Project to represent the removal of 160' of existing fence at 929 East Quincy Street in order to construct new storm sewer and grading, the installation of 110' of temporary fence to be utilized as the storm sewer and new grade are being constructed, and the installation of 160' of chain fence with a double gate after the construction is complete, with the contract amount increasing \$2,546.25, making the new total contract amount \$5,376,445.32, and authorized the Mayor to sign the Change Order on behalf of the City. Motion carried.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
November 8, 2022

CHANGE ORDER NO. 4 – 2022 CCLIP PROJECT – On motion of McNay, seconded by Hite, the Governing Bod approved Change Order No. 4 to the 2022 Pittsburg CCLIP Project, to represent a deduction in the amount of \$97,169.10 due to the deletion of concrete pads for the water valves and manholes, and a deduction of Hot Mix Asphalt material, making the new total contract amount \$1,140,992.27, and authorized the Mayor to sign the Change Order on behalf of the City. Motion carried.

PURCHASE OF CHEMICALS – On motion of McNay, seconded by Hite, the Governing Body approved staff recommendation to waive the City's bid policy to purchase chemicals for the Wastewater Treatment Plant, Water Treatment Plant, and Aquatic Center for the upcoming contract year and/or until the market conditions have stabilized, and continue to work with current vendors and/or new vendors to ensure a constant supply of essential chemicals needed for the City's water requirements. Motion carried.

APPROPRIATION ORDINANCE – On motion of McNay, seconded by Hite, the Governing Body approved the Appropriation Ordinance for the period ending November 8, 2022, subject to the release of HUD expenditures when funds are received. Motion carried with the following roll call vote: Yea: Brooks, Hite, McNay, Munsell and Seglie.

CITY HALL FRONT ENTRY PROJECT FINAL CONCEPT – Following a presentation by Echelon Arch + Design representative Miranda Bruening, on motion of Hite, seconded by McNay, the Governing Body approved the concrete stem wall coating, precast quartz panels, window sealant replacement, exterior brick sealant and landscaping in regard to the City Hall Front Entry Project at a cost of \$107,357.10. Motion carried.

MT. OLIVE CEMETERY SERVICES AGREEMENT – On motion of Munsell, seconded by Seglie, the Governing Body approved staff recommendation to enter into a Mt. Olive Cemetery Services Agreement with Notch8.llc, in which Notch8.llc will provide maintenance and repair services at the Mt. Olive Cemetery, and authorized the Mayor to sign the agreement on behalf of the City. Motion carried.

THE FINISHING TOUCH – On motion of Brooks, seconded by Seglie, the Governing Body tabled consideration of the recommendation of the Economic Development Advisory Committee (EDAC) to allocate \$25,000 in non-repayable funds to be used specifically toward infrastructure improvements by The Finishing Touch at their facility located at 808 East Jefferson Street, based on an expected \$250,000 investment in the project by The Finishing Touch. Motion carried.

NEISLER MORTGAGE RELEASE – On motion of Hite, seconded by Seglie, the Governing Body approved the recommendation of the Economic Development Advisory Committee (EDAC) to release the mortgage against the property located at 915 North Broadway, owned by Dexter and Jennifer Neisler, as the Neislars have satisfied the City's requirements to have their City loan forgiven and the mortgage released, and authorized the Mayor to sign the release on behalf of the City. Motion carried.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
November 8, 2022

ZONING CHANGE - 211 WEST 11th STREET – On motion of Hite, seconded by McNay, the Governing Body approved the recommendation of the Planning Commission/Board of Zoning Appeals to grant the request submitted by CDL to change the zoning of 211 West 11th Street from R-1C: Single-Family Residential to IP-3: Planned Heavy Industrial, and directed staff to prepare the appropriate Ordinance. Motion carried with the following roll call vote: Yea: Brooks, Hite and McNay. No: Munsell and Seglie.

CONDITIONAL USE PERMIT REQUEST – On motion of Seglie, seconded by Munsell, the Governing Body approved the recommendation of the Planning Commission/Board of Zoning Appeals to grant a Conditional Use Permit request submitted by Pamela Hudson to allow chickens at 1231 East 11th Street under the provisions of Article 30 of the Pittsburg Zoning Ordinance. Motion carried.

AXON TASER-7 PURCHASE REQUEST – On motion of Seglie, seconded by Hite, the Governing Body approved staff recommendation to purchase 55 Taser-7 Electronic Control Weapons (ECW's) and other related items from Axon Enterprises, Inc., of Scottsdale, Arizona, in the total amount of \$240,040 utilizing funds from the Public Safety Sales Tax, with \$235,000 of the cost to be reimbursed to the City by the Bureau of Justice Assistance's Fiscal Year 2022 Byrne Discretionary Community Project Funding/Byrne Discretionary Grants Program, and authorized the Mayor to sign the necessary documents on behalf of the City. Motion carried.

NON-AGENDA REPORTS & REQUESTS –

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

ADJOURNMENT: On motion of McNay, seconded by Seglie, the Governing Body adjourned the meeting at 6:36 p.m. Motion carried.

Cheryl L. Brooks, Mayor

ATTEST:

Tammy Nagel, City Clerk

Interoffice Memorandum

To: Daron Hall, City Manager
CC: Tammy Nagel, City Clerk; Dexter Neisler, Zoning Administrator
From: Kim Froman, Director, Community Development & Housing
Date: November 16, 2022
Subject: Agenda Item – November 22, 2022
Plat Re-sign

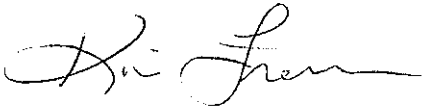
The Planning Commission/Board of Zoning Appeals, in its meeting of September 27, 2021, approved a site plan request submitted by RTM Engineering Consultants (Panda Express) at 2704 N Broadway.

Due to staffing changes and loss of original documents by owner, the plat of this area requires new signatures before filing with the County Register of Deeds.

In this regard, would you place this item on the agenda for the City Commission meeting scheduled for November 22, 2022.

If you have any questions regarding this matter, please feel free to contact me at 620-230-5551.

Sincerely,



Kim Froman
Director, Community Development & Housing

(Summary Published in The Morning Sun on November _____, 2022)

ORDINANCE NO. G-1343

AN ORDINANCE, providing for the change of certain areas from R-1C, Single-Family Residential, to IP-3, Planned Heavy Industrial, and amending and supplementing the Zoning District Boundary Map and Zoning Ordinance No. G-663, as amended, of the City of Pittsburg.

WHEREAS, the Planning and Zoning Commission of the City of Pittsburg, Kansas, has filed their report with the Board of Commissioners of the City of Pittsburg, Kansas, recommending amendment of said Ordinance related to area and use zoning and amendment of the Zoning District Boundary Map.

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

Section 1: That the Planned Heavy Industrial (IP-3), as defined by the Zoning Ordinance, is hereby amended and supplemented to include the following described real estate in the City of Pittsburg, Crawford County, Kansas, to-wit:

Lots Numbered Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), and Sixteen (16) ALL in Block Number Three (3) in the Pittsburg Town Company's Third Addition to the Town of Pittsburg, Crawford County, Kansas, according to the recorded Plat thereof AND that part of vacated alley adjacent to said lots.

Section 2: That Zoning Ordinance No. G-663, as amended, including the Zoning District Boundary Map adopted on May 28, 1991, and periodically revised, is hereby amended and supplemented to include the area and use as set out in the preceding section.

Section 3: This Ordinance shall take effect and be in force from and after its passage and summary publication in the official City newspaper.

ADOPTED AND APPROVED by the Governing Body on this 22nd day of November,
2022.

Mayor – Cheryl Brooks

ATTEST:

City Clerk – Tammy Nagel

(SEAL)

To: Pittsburg City Mayor & Commissioners
From: Megan Keener, Housing Manager
CC: Daron Hall, City Manager & Tammy Nagel, City Clerk, Kim Froman, CD & H Director
Date: November 16th, 2022
Subject: Agenda Item – November 22nd, 2022
Notification of Grant Award: Emergency Solutions Grant FFY 2022

I am pleased to bring before you the enclosed Notification of Grant Award document, from the Kansas Housing Resources Corporation, for the Emergency Solutions Grant in the amount of \$107,837. The ESG grant period will be for twelve (12) months, July 01, 2022 through June 30, 2023.

This funding supports the homeless services within our community, operated in partnership with Wesley House. The Rapid Re-Housing and Homeless Prevention subsidies will be housed and managed out of through the City of Pittsburg's Community Development and Housing office. These services include subsidies for rent, security deposits, and utilities in order to maintain stable housing and prevent homelessness or to get a person or family into housing and off the street as quickly as possible.

These services include a day shelter at Wesley House, where program participants have access to daily breakfast and lunch, laundry facilities, shower facilities, and case management, including assistance obtaining birth certificates, social security cards, and other documentation necessary to stabilize the household.

Staff is recommending that the Commission approve the acceptance of this grant, and authorize the Mayor to sign the necessary documents.

Sincerely,



Megan Keener
Housing Manager
Pittsburg Public Housing Authority

enclosures



November 2, 2022

Megan Keener
City of Pittsburg
PO Box 688
Pittsburg, KS 66762

Sub Recipient – City of Pittsburg
Sub Awardee – Wesley House

Kansas Housing Resources Corporation (KHRC) (Recipient) is pleased to announce your 2022 Emergency Solutions Grant (ESG) award. These funds have been conditionally awarded. Please advise your Sub-Awardees of this award.

Activity	2022 ESG		2022 Total Award
	City of Pittsburg	Wesley House	
Street Outreach	0.00	0.00	0.00
Emergency Shelter	0.00	\$55,000.00	\$55,000.00
Homeless Prevention	\$25,000.00	0.00	\$25,000.00
Rapid Re-Housing	\$25,000.00	0.00	\$25,000.00
HMIS	0.00	0.00	0.00
Administration	\$1,351.00	\$1,486.00	\$2,837.00
Total Award			\$107,837.00

The 2022 ESG grant period will be for twelve (12) months, July 01, 2022, through June 30, 2023.

If you have questions or need more information, please feel free to contact me. Thank you for your support of the ESG in Kansas.

Doug Wallace
Program Manager, Emergency Shelter Grant
(785) 217-2019
Kansas Housing Resources Corporation
611 S. Kansas Ave. Suite 300
Topeka, KS 66603
dwallace@kshousingcorp.org

FFY2022
ESG - CDFA# 14.231
NOTIFICATION OF
GRANT AWARD

State of Kansas
Kansas Housing Resources Corporation

2022 Department of Housing and Urban Development Grant Award Date - 10/28/2022

Amount of funds obligated: \$1,662,075

UEI# - S249YBY1KLE8 FEIN# - 71-0950729 – Not R&D

Indirect cost rate NA

Sub Recipient Name		Sub Recipient Address	
City of Pittsburg		PO Box 688 Pittsburg, KS 66762	
Sub Recipient Federal Tax ID#	Sub Recipient Grant Number	Sub Recipient Grant Period	Sub Recipient Grant Sub Award
48-6041003	ESG - FFY2022	From: 07/01/2022 To: 06/30/2023	\$ 107,837.00

EMERGENCY SOLUTIONS FUNDS

PROJECT BUDGET

Street Outreach	\$ 0.00
Emergency Shelter	\$ 55,000.00
Homeless Prevention	\$ 25,000.00
Rapid Re-Housing	\$ 25,000.00
HMIS	\$ 0.00
Local Government Administration	\$ 2,837.00
TOTAL GRANT AWARD	\$ 107,837.00
LOCAL MATCHING FUNDS	\$ 146,882.45
TOTAL PROJECT COST	\$ 254,719.45

We, the undersigned, approve this grant sub award and the provisions set forth in the Grant Award Conditions and Emergency Solutions Grant Program statutes, rules, regulations, terms and conditions.

Authorized State Official

Authorized Grantee Official

11/22/2022

Signature

Date

Signature

Date

Ryan Vincent, Executive Director

Cheryl Brooks Mayor

Printed Name

Title

Printed Name

Title

MONTEE INDUSTRIAL PARK FARM LEASE

THIS LEASE OF FARM LAND (the "Lease"), made and entered into this 22nd day of November, 2022, by and between the City of Pittsburg, Crawford County, Kansas, a Municipal Corporation, hereinafter called the Lessor, and Campbell Farms, LLC, hereinafter called the Lessee.

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

WITNESSETH, that for and in consideration of the rents, covenants and agreements hereinafter contained, said Lessor does hereby rent, let and lease unto said Lessee all the tillable land and grass land in Tract 1 on Exhibit A for and on the terms set forth herein below.

TERMS

Lessee to rent Tract 1 for a term of twelve (12) months beginning on February 22, 2023, and ending on February 21, 2024. The Lessee agrees to pay the Lessor an annual rental of \$5,250. Rent shall be due and payable on March 1, 2023.

USE OF PREMISES

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

TERMINATION

Lessor reserves the right to terminate this Lease and retake possession of all or any portion of the leased premises at any time for any purpose upon thirty (30) days advance written notice to Lessee. In the event Lessor exercises its right to terminate, Lessor shall reimburse Lessee for the cost of seed, lime and fertilizer. Lessee hereby waives and releases Lessor from any right or claim for recovery of any lost profits or other expenses. This Lease shall automatically terminate at the end of the initial lease term unless the Lessee provides written notice of request to renew to Lessor at least sixty (60) days prior to the expiration date of the initial term. A new successor lease shall be required to reinstate Lessee's farming privileges. The decision to grant or deny Lessee's request to renew shall be in Lessor's sole discretion.

PROHIBITIONS ON USE

It is understood and agreed that the rights granted hereunder to Lessee shall not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the Montee Industrial Park. Lessee hereby acknowledges that burning is strictly prohibited, as well as refrain from keeping livestock of any kind on the premises. Lessee further agrees not to permit noxious weeds to go to seed, or cut live trees for sale or personal use.

INGRESS AND EGRESS

Lessee also agrees that Lessor and its other tenants, lessees and agents shall be entitled to retain the right of ingress and egress on the land for the purpose of monitoring compliance with the lease terms, but shall refrain from interfering with the farming operation of Lessee as much as reasonably possible.

PESTICIDES / HERBICIDES

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

LIABILITY INSURANCE

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

HOLD HARMLESS / INDEMNIFICATION

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

AMENDMENTS

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

MAINTENANCE

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

FARMING COSTS

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

TRESPASSING

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

INDEPENDENT PARTIES

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

ASSIGNMENT

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

PARTIES BOUND

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

ENTIRE AGREEMENT

This Lease shall constitute the entire agreement of the parties hereto and any prior oral or written agreement or understanding between the parties relating to the leased premises is merged herein and shall be of no separate force and effect and this Lease shall only be changed, modified or discharged by subsequent written agreement signed by all parties hereto.

KANSAS LAW

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

DUPLICATE COPIES

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

NOTICES

LESSOR:

Name: Daron Hall
City Manager
Address: 201 West 4th
P.O. Box 688
Pittsburg, KS 66762
Telephone No: (620) 231-4170

LESSEE:

Name:
Address:
Telephone No:

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

LESSOR:

THE CITY OF PITTSBURG, KANSAS

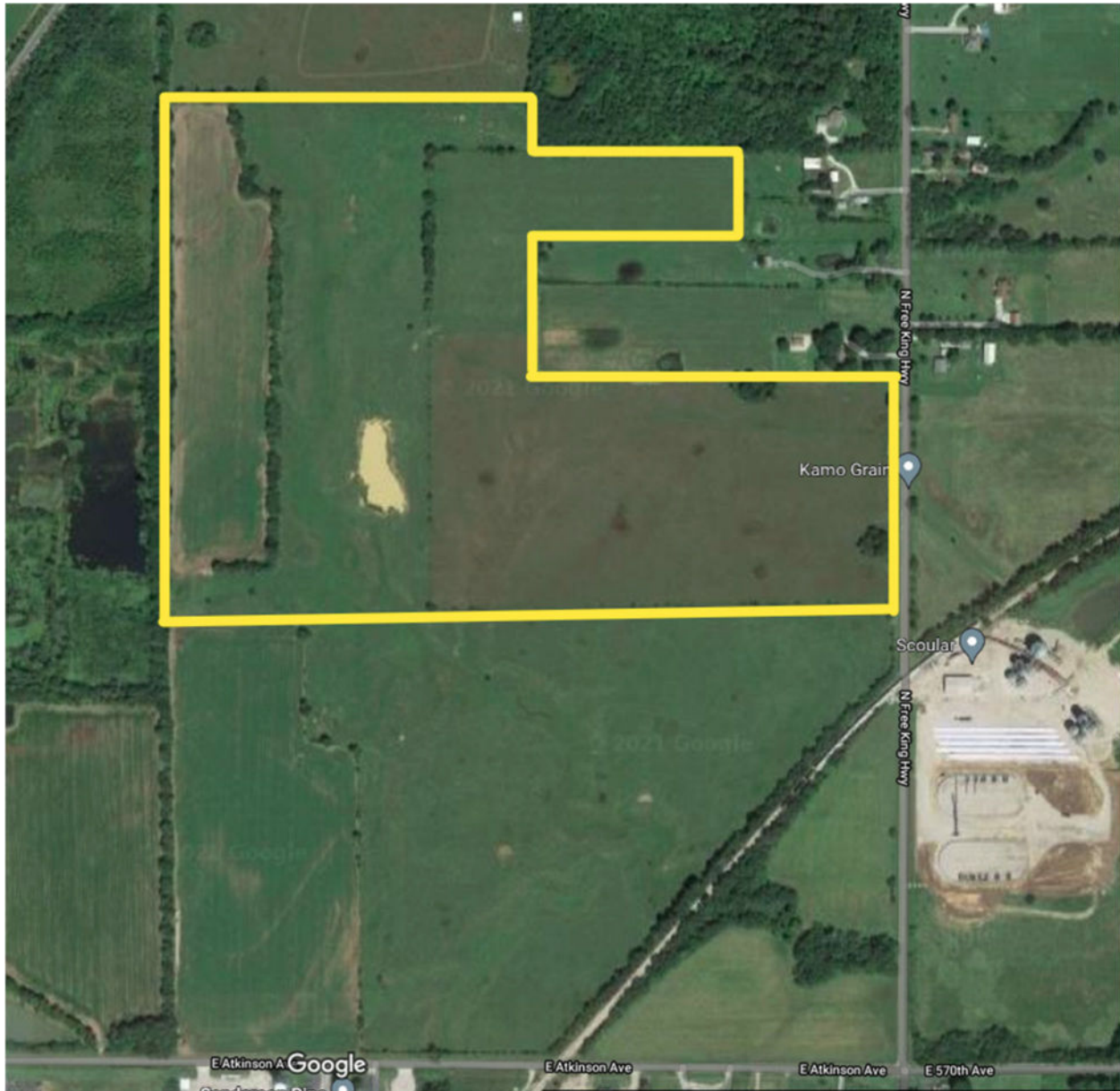
Cheryl L. Brooks, Mayor

ATTEST:

Tammy Nagel, City Clerk

LESSEE:

Exhibit A





Deputy City Manager

201 West 4th Street

P.O. Box 688

Pittsburg, Kansas 66762

620-231-4100

www.pittks.org

Interoffice Memorandum

To: Daron Hall, City Manager
From: Jay Byers, Deputy City Manager
Date: November 14, 2022
Subject: 2022 Farm Lease – Biancarelli

The City has received an Amended Farm Lease between the City of Pittsburg and Mr. Kenneth Biancarelli for farmlands located at the Atkinson Municipal Airport. The lease is for all tillable land and grass land in Tracts 3, 4, 5 and 5a, as shown on Exhibit A, for a term of twelve months beginning on January 1, 2023. The annual rental amount is \$8,147.70. Mr. Biancarelli has previously farmed this land for seven years.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, November 22, 2022. Action necessary will be the approval or disapproval of the Amended Farm Lease and, if approved, authorize the Mayor to sign the Lease on behalf of the City.

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

Attachment: Amended Farm Lease
Exhibit A

AMENDED FARM LEASE

THIS LEASE OF FARM LAND (the "Lease"), made and entered into this 22nd day of November, 2022, by and between the City of Pittsburg, Crawford County, Kansas, a Municipal Corporation, hereinafter called the Lessor, and Kenneth Biancarelli, hereinafter called the Lessee.

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

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

TERMS

Lessee to rent Tracts 3, 4, 5, and 5A for a term of (12) months beginning on January 1, 2023, and ending on December 31, 2023. The Lessee agrees to pay the Lessor an annual rental of \$8,147.70. Rent shall be due and payable on January 1, 2023.

USE OF PREMISES

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

TERMINATION

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

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

PROHIBITIONS ON USE

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

INGRESS AND EGRESS

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

PESTICIDES / HERBICIDES

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

LIABILITY INSURANCE

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

HOLD HARMLESS / INDEMNIFICATION

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

AMENDMENTS

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

MAINTENANCE

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

FARMING COSTS

Lessee shall be solely responsible for all fertilizer, lime and seed purchases, or other farming operation costs, for the leased property.

TRESPASSING

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

INDEPENDANT PARTIES

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

ASSIGNMENT

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

PARTIES BOUND

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

ENTIRE AGREEMENT

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

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

KANSAS LAW

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

DUPLICATE COPIES

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

NOTICES

LESSOR:

Name: City of Pittsburg, KS
Address: 201 West 4th
Pittsburg, KS 66762

Telephone No: (620) 231-4170

LESSEE:

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

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

LESSOR:

THE CITY OF PITTSBURG, KANSAS

Cheryl L. Brooks, Mayor

ATTEST:

Tammy Nagel, City Clerk

LESSEE:

KENNETH BIANCARELLI

Kenneth Biancarelli



VENDOR SET: 99 City of Pittsburg, KS

BANK: * ALL BANKS

DATE RANGE:11/02/2022 THRU 11/15/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	11/04/2022			192360		
C-CHECK	VOID CHECK	V	11/04/2022			192366		
C-CHECK	VOID CHECK	V	11/04/2022			192367		
C-CHECK	VOID CHECK	V	11/10/2022			192382		
C-CHECK	VOID CHECK	V	11/10/2022			192383		
C-CHECK	VOID CHECK	V	11/10/2022			192408		
C-CHECK	VOID CHECK	V	11/10/2022			192409		
C-CHECK	VOID CHECK	V	11/10/2022			192410		
C-CHECK	VOID CHECK	V	11/10/2022			192411		

* * T O T A L S * *

NO

INVOICE AMOUNT

DISCOUNTS

CHECK AMOUNT

REGULAR CHECKS:

0

0.00

0.00

0.00

HAND CHECKS:

0

0.00

0.00

0.00

DRAFTS:

0

0.00

0.00

0.00

EFT:

0

0.00

0.00

0.00

NON CHECKS:

0

0.00

0.00

0.00

VOID CHECKS:

9 VOID DEBITS

0.00

VOID CREDITS

0.00

0.00

0.00

TOTAL ERRORS: 0

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

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE:11/02/2022 THRU 11/15/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0026	STANDARD INSURANCE COMPANY	D	11/02/2022			000000		1,272.77
0224	KDOR	D	11/07/2022			000000		12,160.08
0728	ICMA	D	11/10/2022			000000		1,241.56
1050	KPERS	D	11/10/2022			000000		88,167.77
3570	AMERICAN EXPRESS, INC	D	11/04/2022			000000		225.56
4520	ETS CORPORATION	D	11/02/2022			000000		11,804.82
5677	BANK OF AMERICA, INC	D	11/03/2022			000000		24.95
6415	GREAT WEST TANDEM KPERS 457	D	11/10/2022			000000		4,683.00
6952	ADP INC	D	11/11/2022			000000		8,960.85
7290	DELTA DENTAL OF KANSAS INC	D	11/04/2022			000000		2,530.35
8526	HEALTH PLANS, INC	D	11/04/2022			000000		11,657.08
8526	HEALTH PLANS, INC	D	11/10/2022			000000		16,391.83
0748	CONRAD FIRE EQUIPMENT	E	11/07/2022			017025		1,016.67
6528	GALE GROUP/CENGAGE	E	11/07/2022			017026		141.57
8236	NORTHGATE ASSOCIATES LLC	E	11/07/2022			017027		4,783.36
8275	ADCOMP SYSYEMS INC	E	11/07/2022			017028		80.00
8467	WASTE CORPORATION OF KANSAS, L	E	11/07/2022			017029		105.91
0038	LEAGUE OF KANSAS MUNICIPALITIE	E	11/07/2022			017030		200.00
0044	CRESTWOOD COUNTRY CLUB	E	11/07/2022			017031		282.00
0046	ETTINGERS OFFICE SUPPLY	E	11/07/2022			017032		118.71
0054	JOPLIN SUPPLY COMPANY	E	11/07/2022			017033		237.60
0101	BUG-A-WAY INC	E	11/07/2022			017034		30.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0105	PITTSBURG AUTOMOTIVE	E	11/07/2022			017035		314.82
0181	INGRAM LIBRARY SERVICES	E	11/07/2022			017036		29.46
0194	KANSAS STATE TREASURER	E	11/07/2022			017037		2,476.25
0202	CLIFF HIX ENGINEERING INC	E	11/07/2022			017038		28.00
0276	JOE SMITH COMPANY, INC.	E	11/07/2022			017039		23.24
0328	KANSAS ONE-CALL SYSTEM, INC	E	11/07/2022			017040		446.40
0364	CRAWFORD COUNTY SHERIFF'S DEPA	E	11/07/2022			017041		3,350.00
0726	PITTSBURG STATE UNIVERSITY	E	11/07/2022			017042		12,500.00
0823	TOUCHTON ELECTRIC INC	E	11/07/2022			017043		99.00
1609	PHILLIP H. O'MALLEY	E	11/07/2022			017044		348.30
1792	B&L WATERWORKS SUPPLY, LLC	E	11/07/2022			017045		3,936.21
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	11/07/2022			017046		783.50
2960	PACE ANALYTICAL SERVICES LLC	E	11/07/2022			017047		4,135.49
3668	MID AMERICA PROPERTIES OF PITT	E	11/07/2022			017048		473.00
3802	BRENNTAG MID-SOUTH INC	E	11/07/2022			017049		2,185.00
3847	INTERNATIONAL PUBLIC MANAGEMEN	E	11/07/2022			017050		930.00
4452	RYAN INSURANCE, LLC	E	11/07/2022			017051		109.00
4618	TRESA LYNNE MILLER	E	11/07/2022			017052		658.00
5014	MID-AMERICA SANITATION INC.	E	11/07/2022			017053		75.00
5482	JUSTIN HART	E	11/07/2022			017054		140.00
5648	JASON WISKE	E	11/07/2022			017055		1,000.00
6128	TBS ELECTRONICS INC	E	11/07/2022			017056		81.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE:11/02/2022 THRU 11/15/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6464	PRO X PROPERTY SOLUTIONS, LLC	E	11/07/2022			017057		1,000.00
6495	CIVICPLUS, LLC	E	11/07/2022			017058		121.69
6577	GREENSPRO INC	E	11/07/2022			017059		870.00
6807	ENVIRONMENTAL RESOURCE ASSOCIA	E	11/07/2022			017060		343.87
6846	GREENWAY ELECTRIC, INC.	E	11/07/2022			017061		1,271.00
6851	SCHULTE SUPPLY INC	E	11/07/2022			017062		494.55
6875	DARON HALL	E	11/07/2022			017063		30.25
7239	JERRY MILLER	E	11/07/2022			017064		425.00
7407	LIMELIGHT MARKETING LLC	E	11/07/2022			017065		500.00
7418	NEWEDGE SERVICES, LLC	E	11/07/2022			017066		14,228.00
7420	AZTECA SYSTEMS, INC	E	11/07/2022			017067		83,000.00
7655	HW ACQUISITIONS, PA	E	11/07/2022			017068		1,092.54
7667	BRENT'S ELECTRIC, LLC	E	11/07/2022			017069		805.07
8037	SEECCLICKFIX INC	E	11/07/2022			017070		5,250.04
8147	CHEM-AQUA, INC.	E	11/07/2022			017071		439.86
8194	BAKER TILLEY MUNICIPAL ADVISOR	E	11/07/2022			017072		5,854.50
8200	PLUNKETT'S PEST CONTROL INC	E	11/07/2022			017073		580.39
8309	MISSISSIPPI LIME COMPANY	E	11/07/2022			017074		7,336.14
8325	FLEET FUELS LLC	E	11/07/2022			017075		10.00
8326	KAYLYN HITE	E	11/07/2022			017076		1,000.00
8535	HEALTH PLANS, INC	E	11/07/2022			017077		36,565.19
8643	JEANNE ELLIOTT	E	11/07/2022			017078		650.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE:11/02/2022 THRU 11/15/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8649	UPLINK, LLC	E	11/07/2022			017079		27.00
8685	TRAVIS WILSON	E	11/07/2022			017080		59.00
2004	AIRE-MASTER OF AMERICA, INC.	E	11/14/2022			017081		36.16
7567	MERIDIAN OIL & EQUIPMENT LLC	E	11/14/2022			017082		783.50
7791	C4 HOLDINGS LLC	E	11/14/2022			017083		135.16
8528	SARANN AUTO LEASING, INC.	E	11/14/2022			017084		1,800.00
8550	SOLARWINDS NORTH AMERICA, INC	E	11/14/2022			017085		14,452.82
0046	ETTINGERS OFFICE SUPPLY	E	11/14/2022			017086		722.88
0055	JOHN'S SPORT CENTER, INC.	E	11/14/2022			017087		359.98
0087	FORMS ONE, LLC	E	11/14/2022			017088		2,697.30
0101	BUG-A-WAY INC	E	11/14/2022			017089		250.00
0105	PITTSBURG AUTOMOTIVE	E	11/14/2022			017090		1,025.26
0112	MARRONES INC	E	11/14/2022			017091		1,463.20
0585	MOLLE MC AUTOMOTIVE INC	E	11/14/2022			017092		79.96
0623	CALVIN JONES	E	11/14/2022			017093		375.00
0659	PAYNES INC	E	11/14/2022			017094		262.00
0866	AVFUEL CORPORATION	E	11/14/2022			017095		38,893.90
1478	KANSASLAND TIRE #1828	E	11/14/2022			017096		1,194.96
2035	O'BRIEN ROCK CO., INC.	E	11/14/2022			017097		1,353.00
2767	BRENNTAG SOUTHWEST, INC	E	11/14/2022			017098		3,548.20
2921	DATAPROSE LLC	E	11/14/2022			017099		5,243.41
6464	PRO X PROPERTY SOLUTIONS, LLC	E	11/14/2022			017100		750.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7038	SIGNET COFFEE ROASTERS	E	11/14/2022			017101		46.25
7240	JAY HATFIELD CERTIFIED USED CA	E	11/14/2022			017102		1,059.07
7427	OLSSON INC	E	11/14/2022			017103		85.75
7629	EARLES ENGINEERING & INSPECTIO	E	11/14/2022			017104		33,294.50
7744	DARREN L SWARTZ	E	11/14/2022			017105		31.00
7749	CHARLIE PHILLIPS	E	11/14/2022			017106		184.00
7793	QUEENB TELEVISION OF KANSAS/MI	E	11/14/2022			017107		1,850.00
7806	CORE & MAIN LP	E	11/14/2022			017108		5,850.00
7904	MICHELLE MCCLURE	E	11/14/2022			017109		41.00
8206	LINDE INC	E	11/14/2022			017110		2,633.07
8238	US BANCORP GOVT LEASING & FINA	E	11/14/2022			017111		155,112.48
8532	YANA FELDMAN	E	11/14/2022			017112		4,475.45
8629	DAVID LEON GIEFER	E	11/14/2022			017113		96.00
8645	WILBERT FUNERAL SERVICES, INC	E	11/14/2022			017114		1,530.00
8670	JOHNNY WEBB	E	11/14/2022			017115		3,000.00
8685	TRAVIS WILSON	E	11/14/2022			017116		28.00
8686	ARTHUR E. MCKECHNIE III	E	11/14/2022			017117		16,000.00
1	CRAWFORD COUNTY	R	11/02/2022			192349		20.00
8019	CORNERSTONE REGIONAL SURVEYING	R	11/04/2022			192350		577.50
4263	COX COMMUNICATIONS KANSAS LLC	R	11/04/2022			192351		98.66
7517	CRAW-KAN TELEPHONE COOPERATIVE	R	11/04/2022			192352		1,249.95
0375	WICHITA WATER CONDITIONING	R	11/04/2022			192353		17.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE:11/02/2022 THRU 11/15/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8452	HECKMAN BRUENING AND KING, LLC	R	11/04/2022			192354		650.00
1108	EVERGY KANSAS CENTRAL INC	R	11/04/2022			192355		25,625.68
6358	FIREX, INC.	R	11/04/2022			192356		136.50
8545	FORTLINE, INC	R	11/04/2022			192357		2,450.00
6102	KANSAS LAW ENFORCEMENT TRAININ	R	11/04/2022			192358		30.00
8505	PITTSBURG PUBLISHING COMPANY,	R	11/04/2022			192359		625.50
6367	NATIONAL FLEET TESTING SERVICE	R	11/04/2022			192361		2,920.00
1	ORDONEZ, EVERILDO MATEL	R	11/04/2022			192362		326.00
7651	K & D'S LIQUORS, LLC	R	11/04/2022			192363		43.32
7203	PARKSON CORPORATION	R	11/04/2022			192364		14,654.28
8375	TRASH HOG LLC	R	11/04/2022			192365		1,628.50
6377	SOUTHEAST KANSAS RECYCLING CEN	R	11/04/2022			192368		30.00
0516	AMERICAN CONCRETE CO INC	R	11/10/2022			192379		12,493.26
1	ANIEN, MATTHEW	R	11/10/2022			192380		320.00
0523	AT&T	R	11/10/2022			192381		10,407.92
0004	MATT BACON	R	11/10/2022			192384		562.50
8278	GERSON BOCANEGRA	R	11/10/2022			192385		50.00
4373	CHILDREN'S ADVOCACY CENTER	R	11/10/2022			192386		4,890.00
1616	CITY OF PITTSBURG	R	11/10/2022			192387		100.00
5283	CLASS LTD	R	11/10/2022			192388		71.40
1	COMEAU JEWELRY	R	11/10/2022			192389		70,000.00
4263	COX COMMUNICATIONS KANSAS LLC	R	11/10/2022			192390		693.46

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE:11/02/2022 THRU 11/15/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4263	COX COMMUNICATIONS KANSAS LLC	R	11/10/2022			192391		379.29
4263	COX COMMUNICATIONS KANSAS LLC	R	11/10/2022			192392		91.19
4263	COX COMMUNICATIONS KANSAS LLC	R	11/10/2022			192393		78.21
4263	COX COMMUNICATIONS KANSAS LLC	R	11/10/2022			192394		95.70
8381	JOPLIN CUSTOM FENCE, LLC	R	11/10/2022			192395		11,075.00
6620	FLEET PRIDE INC	R	11/10/2022			192396		334.95
1	GARCIA, MARIA	R	11/10/2022			192397		50.00
1	GEBFORD, DEBBIE	R	11/10/2022			192398		50.00
7190	LEXISNEXIS RISK DATA MANAGEMEN	R	11/10/2022			192399		381.92
7601	MEYER LAW FIRM, LLC	R	11/10/2022			192400		110.00
8507	PITTSBURG PUBLISHING COMPANY,	R	11/10/2022			192401		560.50
8252	PERRY SUMMY	R	11/10/2022			192402		294.00
1	PHILLIP, CHRISTINE	R	11/10/2022			192403		175.00
0175	REGISTER OF DEEDS	R	11/10/2022			192404		20.00
8103	ANDY ROBERTS	R	11/10/2022			192405		116.00
7442	UNIFIED SCHOOL DISTRICT #250-C	R	11/10/2022			192406		17.00
5589	CELLCO PARTNERSHIP	R	11/10/2022			192407		14,459.60
8430	EQUIPMENTSHARE.COM, INC	R	11/10/2022			192412		80.00
7651	K & D'S LIQUORS, LLC	R	11/10/2022			192414		129.76

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
* * T O T A L S * *								
		NO		INVOICE AMOUNT		DISCOUNTS		CHECK AMOUNT
	REGULAR CHECKS:	46		179,169.55		0.00		179,169.55
	HAND CHECKS:	0		0.00		0.00		0.00
	DRAFTS:	12		159,120.62		0.00		159,120.62
	EFT:	93		503,814.84		0.00		503,814.84
	NON CHECKS:	0		0.00		0.00		0.00
	VOID CHECKS:	0	VOID DEBITS	0.00				
			VOID CREDITS	0.00	0.00	0.00		
TOTAL ERRORS: 0								
		NO		INVOICE AMOUNT		DISCOUNTS		CHECK AMOUNT
	VENDOR SET: 99 BANK: 80144TOTALS:	151		842,105.01		0.00		842,105.01
	BANK: 80144 TOTALS:	151		842,105.01		0.00		842,105.01

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1982	KENNETH N STOTTS, SR	E	11/02/2022			017018		440.00
3668	MID AMERICA PROPERTIES OF PITT	E	11/02/2022			017019		1,235.00
6298	L. KEVAN SCHUPBACH	E	11/02/2022			017020		1,602.00
6464	PRO X PROPERTY SOLUTIONS, LLC	E	11/02/2022			017021		930.00
8005	REMINGTON SQUARE APARTMENTS OF	E	11/02/2022			017022		524.00
8080	SUNNYVALE INVESTMENT PROPERTIE	E	11/02/2022			017023		288.00
8549	JENNIFER STOOKEY	E	11/02/2022			017024		750.00

* * 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	5,769.00	0.00	5,769.00
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:	7	5,769.00	0.00	5,769.00
BANK: EHV TOTALS:	7	5,769.00	0.00	5,769.00

VENDOR SET: 99 City of Pittsburgh, KS

BANK: HAP BMO HARRIS BANK-HAP

DATE RANGE:11/02/2022 THRU 11/15/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5906	JOHN HINRICHS	E	11/02/2022			016939		181.00
5961	LAWRENCE A VANBECELAERE	E	11/02/2022			016940		49.00
7717	LAWRENCE E GIGER	E	11/02/2022			016941		557.00
7837	MARJI RENTALS, LLC	E	11/02/2022			016942		273.00
8498	PITTSBURG HIGHLANDS GP, LLC	E	11/02/2022			016943		2,536.00
8512	GORILLA GRIP LLC	E	11/02/2022			016944		993.00
8580	GARY MORRISON REAL ESTATE, INC	E	11/02/2022			016945		639.00
8582	GARY K CONNER	E	11/02/2022			016946		1,537.00
0372	CONNER REALTY	E	11/02/2022			016947		914.00
1008	BENJAMIN M BEASLEY	E	11/02/2022			016948		1,117.00
1231	JOHN LOVELL	E	11/02/2022			016949		206.00
1609	PHILLIP H. O'MALLEY	E	11/02/2022			016950		1,553.00
3082	JOHN R JONES	E	11/02/2022			016951		334.00
3142	COMMUNITY MENTAL HEALTH CENTER	E	11/02/2022			016952		715.00
3162	TOM YOAKAM	E	11/02/2022			016953		729.00
3218	CHERYL L BROOKS	E	11/02/2022			016954		319.00
3272	DUNCAN HOUSING LLC	E	11/02/2022			016955		2,829.00
3273	RICHARD F THENIKL	E	11/02/2022			016956		715.00
3294	JOHN R SMITH	E	11/02/2022			016957		1,356.00
3668	MID AMERICA PROPERTIES OF PITT	E	11/02/2022			016958		12,842.00
4054	MICHAEL A SMITH	E	11/02/2022			016959		1,479.00
4492	PITTSBURG SENIORS LP	E	11/02/2022			016960		3,734.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: HAP BMO HARRIS BANK-HAP

DATE RANGE:11/02/2022 THRU 11/15/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5393	ANGELES PROPERTIES LLC - HAP	E	11/02/2022			016961		2,070.00
5549	DELBERT BAIR	E	11/02/2022			016962		282.00
5658	DEANNA J HIGGINS	E	11/02/2022			016963		220.00
5676	BARBARA TODD	E	11/02/2022			016964		32.00
5817	JAMA ENTERPRISES LLP	E	11/02/2022			016965		288.00
5834	DENNIS TROUT	E	11/02/2022			016966		190.00
5957	PASTEUR PROPERTIES	E	11/02/2022			016967		4,881.00
6090	RANDAL BENNEFELD	E	11/02/2022			016968		194.00
6161	MICHAEL J STOTTS	E	11/02/2022			016969		165.00
6269	EDWARD SWOR	E	11/02/2022			016970		2,508.00
6298	L. KEVAN SCHUPBACH	E	11/02/2022			016971		11,821.00
6394	KEVIN R. HALL	E	11/02/2022			016972		2,250.00
6441	HEATHER MASON WHITE	E	11/02/2022			016973		980.00
6464	PRO X PROPERTY SOLUTIONS, LLC	E	11/02/2022			016974		12,528.00
6673	JUDITH A COLLINS	E	11/02/2022			016975		201.00
6694	DELBERT BAIR	E	11/02/2022			016976		464.00
6708	CHARLES R. MERTZ	E	11/02/2022			016977		301.00
6877	CHRISTOPHER KYLE BATTAGLIA	E	11/02/2022			016978		672.00
6916	STILWELL HERITAGE & EDUCATIONA	E	11/02/2022			016979		1,992.00
7083	PITTSBURG HEIGHTS, LP	E	11/02/2022			016980		4,179.00
7112	RANDY VILELA BODY REPAIR, TRU	E	11/02/2022			016981		1,093.00
7294	AMMP PROPERTIES, LLC	E	11/02/2022			016982		848.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: HAP BMO HARRIS BANK-HAP

DATE RANGE:11/02/2022 THRU 11/15/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7312	JASON HARRIS	E	11/02/2022			016983		411.00
7326	RANDY ALLEE	E	11/02/2022			016984		819.00
7431	R&R RENTALS OF PITTSBURG LLC	E	11/02/2022			016985		168.00
7524	SOUTHEAST KANSAS COMMUNITY ACT	E	11/02/2022			016986		263.00
7554	TRAVIS R RIDGWAY	E	11/02/2022			016987		339.00
7582	KIRK A DUNCAN	E	11/02/2022			016988		682.00
7587	DAVID RUA	E	11/02/2022			016989		478.00
7645	SEWARD RENTALS, LLC	E	11/02/2022			016990		1,365.00
7654	A & R RENTALS, LLC	E	11/02/2022			016991		2,013.00
7669	CHARLES GILMORE	E	11/02/2022			016992		505.00
7741	SUSAN E ADAMS	E	11/02/2022			016993		175.00
7805	KIRK DARROW	E	11/02/2022			016994		118.00
7864	CB HOMES LLC	E	11/02/2022			016995		800.00
7866	JAMES MICHAEL HORTON	E	11/02/2022			016996		1,022.00
7918	CITY OF LEAVENWORTH	E	11/02/2022			016997		707.34
8005	REMINGTON SQUARE APARTMENTS OF	E	11/02/2022			016998		8,769.00
8080	SUNNYVALE INVESTMENT PROPERTIE	E	11/02/2022			016999		4,611.00
8174	MICHAEL A SMITH	E	11/02/2022			017000		462.00
8329	CHARLES P. SIMPSON	E	11/02/2022			017001		472.00
8402	BEVERLY D PETERSON	E	11/02/2022			017002		215.00
8426	JOHN F KENNEDY	E	11/02/2022			017003		631.00
8455	WILLIAM JOSHUA JAMESON	E	11/02/2022			017004		233.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8492	RUSSELL F. MIZE	E	11/02/2022			017005		612.00
8502	JON BARTLOW	E	11/02/2022			017006		366.00
8520	MATTHEW A SANCHEZ	E	11/02/2022			017007		301.00
8601	GAUTAM YADAV	E	11/02/2022			017008		513.00
8603	NICHOLAS KNEDGEN	E	11/02/2022			017009		586.00
8627	STEVEN MARIUCCI	E	11/02/2022			017010		629.00
8634	WAYNE L STORM	E	11/02/2022			017011		390.00

* * 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:	73	112,421.34	0.00	112,421.34
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:	73	112,421.34	0.00	112,421.34
BANK: HAP TOTALS:	73	112,421.34	0.00	112,421.34

VENDOR SET: 99 City of Pittsburg, KS
 BANK: TBRA BMO HARRIS BANK-TBRA
 DATE RANGE: 11/02/2022 THRU 11/15/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1609	PHILLIP H. O'MALLEY	E	11/02/2022			017012		600.00
3668	MID AMERICA PROPERTIES OF PITT	E	11/02/2022			017013		1,850.00
5534	SYCAMORE VILLAGE RES LP	E	11/02/2022			017014		388.00
6269	EDWARD SWOR	E	11/02/2022			017015		700.00
6464	PRO X PROPERTY SOLUTIONS, LLC	E	11/02/2022			017016		700.00
7654	A & R RENTALS, LLC	E	11/02/2022			017017		700.00

* * 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:	6	4,938.00	0.00	4,938.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: TBRA TOTALS:	6	4,938.00	0.00	4,938.00
BANK: TBRA TOTALS:	6	4,938.00	0.00	4,938.00
REPORT TOTALS:	237	965,233.35	0.00	965,233.35

Passed and approved this 22nd day of November, 2022.

Cheryl L. Brooks, Mayor

ATTEST:

Tammy Nagel, City Clerk

(Published in the *Morning Sun* on December 2, 2022)

ORDINANCE NO. S-1091

AN ORDINANCE OF THE CITY OF PITTSBURG ESTABLISHING THE PITTSBURG TOWN CENTER COMMUNITY IMPROVEMENT DISTRICT; AUTHORIZING THE MAKING OF CERTAIN PROJECT IMPROVEMENTS RELATING THERETO; APPROVING THE ESTIMATED COSTS OF SUCH PROJECT IMPROVEMENTS; LEVYING A CID SALES TAX; PROVIDING FOR THE METHOD OF FINANCING THE SAME; AND AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT RELATING THERETO.

WHEREAS, the City of Pittsburg, Kansas (the “City”) is a municipal corporation duly organized and validly existing under the laws of the State of Kansas (the “State”); and

WHEREAS, the provisions of K.S.A. 12-6a26 *et seq.*, as amended, (the “CID Act”) set forth the procedure for the establishment of a community improvement district (“CID”); and

WHEREAS, pursuant to Ordinance No. S-907, the City has previously created a transportation development district and imposed a transportation district sales tax in the amount of 0.3% (the “TDD Sales Tax”) which is collected on property within the proposed boundaries of the District (defined below); and

WHEREAS, a petition (the “Petition”) was filed with the City Clerk of the City proposing the creation of a community improvement district pursuant to the Act to be known as the Pittsburg Town Center Community Improvement District (the “District”), the completion of a project relating thereto as more particularly described herein (the “Project”) and the imposition of a CID Sales Tax initially in the amount of 0.7% and increasing to 1.0% upon the expiration of the existing TDD Sales Tax (the “CID Sales Tax”) in order to pay the costs of the Project; and

WHEREAS, the Petition was signed by the owners of (i) more than 55% of the land area and (ii) more than 55% of the assessed value within the proposed District; and

WHEREAS, the CID Act provides that prior to creating any CID, the Governing Body shall, by resolution, direct and order a public hearing on the advisability of creation of such CID and the construction and expenditure of costs of community improvement district projects relating thereto, and give notice of the hearing by publication once each week for two consecutive weeks in the official City newspaper, the second publication to be at least seven days prior to the hearing, and by the mailing of notice to the owners of property within the proposed CID; and

WHEREAS, the Governing Body adopted Resolution No. 1257 (the “Resolution”) on October 25, 2022, directing that a public hearing on the proposed District be held November 22, 2022, and requiring that the City Clerk provide for notice of such public hearing as set forth in the Act; and

WHEREAS; the Resolution was published once each week for two consecutive weeks in the official City newspaper and mailed by United States certified mail, return receipt requested, to each owner or owners of record, whether resident or not, of real property within the proposed District; and

WHEREAS, the CID Act further authorizes the City, in order to pay the costs of such projects, to impose a community improvement district sales tax on the selling of tangible personal property at retail or

rendering or furnishing of taxable services within a CID in any increment of .10% or .25% not to exceed 2.0% and to reimburse the costs of community improvement district projects from community improvement district sales tax; and

WHEREAS, on November 22, 2022, the Governing Body conducted a public hearing on the proposed District, the proposed Project related thereto, the method of financing the same and the imposition of the CID Sales Tax; and

WHEREAS, the Governing Body hereby finds and determines it to be advisable to create the District and set forth the boundaries thereof, authorize the Project relating thereto, approve the estimated costs of such community improvement district projects, approve the method of financing the same and impose the CID Sales Tax, all in accordance with the provisions of the CID Act; and

WHEREAS, the City and Pittsburg Partners LLC, Pittsburg Northridge LLC, Pittsburg Investors LLC, and Pittsburg Development Associates LLC (collectively, the “Developer”) have negotiated the terms of a Development Agreement (the “Development Agreement”) relating to the development of the proposed Project, the distribution of the CID Sales Tax and related matters; and

WHEREAS, the Governing Body hereby further finds and determines that it is necessary and advisable and in the interest of the public health, safety and welfare, including economic development, of the City, to authorize the execution of the Development Agreement and related documents.

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

Section 1. Creation of the District. The Governing Body hereby finds and determines that the Petition is sufficient and that all notices required to be given under the CID Act were given in accordance with the CID Act. The Governing Body hereby creates the Pittsburg Town Center Community Improvement District within the City and approve the boundaries thereof (the “District”). A legal description of the property within the District is set forth in *Exhibit A* attached hereto and incorporated by reference. A map generally outlining the boundaries of the District is attached hereto as *Exhibit B* and incorporated herein by reference.

Section 2. Authorization of Project. The Project described in the Petition consists of the construction, redevelopment, renovation, and procurement of certain improvements within the District, including but not limited to: infrastructure related improvements, sidewalks, parking lots, drainage improvements, buildings, tenant improvements, utilities, landscaping, lighting, signage, financing costs, soft costs, the City’s administrative costs in establishing and maintaining the District, and any other items permitted to be financed within the District under the Act. The Governing Body hereby approves the Project.

Section 3. Estimated Cost. The total estimated cost of the Project is \$8,201,921, of which \$7,671,921 is expected to be eligible for reimbursement under the Act.

Section 4. Method of Financing. The Project will be financed on a pay-as-you-go basis from revenues received from the imposition the CID Sales Tax on the selling of tangible personal property at retail or rendering or furnishing services taxable pursuant to the provisions of the Kansas retailers’ sales tax act within the District. There will be no special assessments levied pursuant to the CID Act and there will be no bonds issued pursuant to the CID Act.

Section 5. Imposition of the Community Improvement District Sales Tax. In order to provide for the payment of a portion of the costs of the Project on a pay-as-you-go basis, the Governing

Body hereby imposes the CID Sales Tax on the selling of tangible personal property at retail or rendering or furnishing services taxable pursuant to the Kansas retailers' sales tax act within the District initially in the amount of 0.7% and increasing to 1.0% upon the expiration of the existing TDD Sales Tax. The City Clerk shall cause all notices required by the CID Act to be given following passage of this ordinance, specifically including the submittal by the City of a certified copy of this ordinance to the Kansas Department of Revenue ("KDOR") following publication hereof. Such CID Sales Tax shall commence on the first day of the calendar quarter next following the 90th day after receipt by the KDOR of the certified copy of this Ordinance sent by the City, and remain in effect for 22 years, or such lesser period as may be required for payment from CID Sales Tax revenues of the costs approved for the Project in the Development Agreement, whichever is the lesser period.

Section 6. Collection of the Sales Tax. The collection of the CID Sales Tax shall be made in the manner presented in the CID Act

Section 7. Segregation of the Sales Tax Revenues. All revenues derived from the collection of the CID Sales Tax shall be deposited into a special fund of the City to be designated as the Pittsburg Town Center CID Sales Tax Revenue Fund. Such revenues shall be used to pay the costs of the Project on a pay-as-you-go basis and related expenses described in the Development Agreement.

Section 8. Development Agreement. The Development Agreement, is hereby approved in substantially the form presented to the Governing Body with such alterations, changes or additions as may be approved by the City Manager and as to form by the City Attorney. The Mayor or Vice Mayor of the City is hereby authorized and directed to execute the Development Agreement and such other documents, statements, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance in such final form as are approved by the City Manager, or designate, and the City Attorney, and the execution or taking of such actions shall be conclusive evidence of such form, necessity or advisability. The City Clerk or any Deputy City Clerk is hereby authorized to attest to and affix the seal of the City to the Development Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 9. Further Authority. The City shall, and the officers, employees and agents of the City, including Gilmore & Bell, P.C., the City's bond counsel, are hereby authorized and directed to, take such action, expend such funds and execute such other documents, certificates and instruments, as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect thereto.

Section 10. Effective Date. This Ordinance shall take effect from and after its passage by the Governing Body, and its publication once in the official newspaper of the City. This Ordinance shall be recorded with the Crawford County Register of Deeds.

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PASSED by the City Commission of the City of Pittsburg, Kansas on November 22, 2022, and
SIGNED by the Mayor.

(SEAL)

Mayor

ATTEST:

City Clerk

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CERTIFICATE

I, the undersigned, hereby certify that the above and foregoing is a true and correct copy of the original Ordinance No. ____ (the “Ordinance”) of the City of Pittsburg, Kansas (the “City”); that said Ordinance was passed by the City Commission on November 22, 2022, that the record of the final vote on its passage is found on page ____ of journal ____; that the Ordinance was published in the official newspaper of the City on December 2, 2022; and that the Ordinance has not been modified, amended or repealed and is in full force and effect as of this date.

DATED: December 2, 2022.

City Clerk

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EXHIBIT A

LEGAL DESCRIPTION OF DISTRICT

The following real property located within the City of Pittsburg, Crawford County, Kansas:

<u>Common Address</u>	<u>Legal Description</u>
2905 N. Broadway	Lot 1, Block 8, Pittsburg Town Center
101 W. 29 th Street	Lot 1, Block 2, Pittsburg Town Center
2909 N. Broadway	Beginning at the SE corner of Lot 1, Block 7, then West 240.11', then North 172.82', then East 240.16', then South 172.82' to point of beginning, Pittsburg Town Center
104 W. 29 th Street	Beginning 240.11' West of the SE corner of Lot 1, Block 7, then West 52.87', then Northwesterly 140.45', then Northeasterly 124.02', then East 125.2', then South 172.82' to the point of beginning, Pittsburg Town Center
2911 N. Broadway	Beginning at the Northeast corner of Lot 6 Pittsburg Town Center, then South 204.67', then West 248', then North 160.67', then Northeasterly 54.14', then Southeasterly 10.63', then East 214.71' to the point of beginning
N/A	Beginning at the Southwest corner of Lot 6, Pittsburg Town Center, then Northeasterly 250', then Southeasterly 35.79', then Southwesterly 54.14', then South 160.67', then West 117.36' to the point of beginning
3015 N. Broadway	Pittsburg Town Center Block 1, Lot 4
3103 N. Broadway	Pittsburg Town Center Block 1, Lot 3
N/A	Lot 4, less the East 3 feet of the South 240 feet and Lot 3, less the South 210' of the East 330' in North Plaza Center, 1 st addition to the City of Pittsburg

EXHIBIT B
MAP OF DISTRICT





DEVELOPMENT AGREEMENT

between

THE CITY OF PITTSBURG, KANSAS

and

**PITTSBURG PARTNERS LLC; PITTSBURG NORTHRIDGE LLC; PITTSBURG
INVESTORS LLC; AND PITTSBURG DEVELOPMENT ASSOCIATES LLC**

for implementation of the

**PITTSBURG TOWN CENTER
COMMUNITY IMPROVEMENT DISTRICT**

DATED AS OF NOVEMBER 22, 2022

**DEVELOPMENT AGREEMENT
PITTSBURG TOWN CENTER
COMMUNITY IMPROVEMENT DISTRICT**

This Development Agreement (the “Agreement”) is entered into by and between the **CITY OF PITTSBURG, KANSAS**, a municipal corporation (the “City”), and **PITTSBURG PARTNERS, LLC, PITTSBURG NORTHRIDGE LLC, PITTSBURG INVESTORS, LLC, AND PITTSBURG DEVELOPMENT ASSOCIATES LLC**, all Kansas Limited Liability Companies (individually and collectively, the “Developer”) (collectively referred to as the “Parties”).

This Agreement is dated as of November 22, 2022 (the “Effective Date”)

WHEREAS, the Developer has proposed to engage in a mixed-use development project to be known as the Pittsburg Town Center Development, which is anticipated to include retail, restaurant and other commercial uses with associated amenities, along with associated infrastructure including but not limited to parking, landscaping, lighting, utilities, storm water, sidewalks/walkways, streets/drives, and other associated improvements, with a total investment of approximately Eight Million Two Hundred Thousand Dollars (\$8,200,000), all upon approximately 15 acres of land located at the Southwest corner of US 69 Highway and N. Broadway Avenue; and

WHEREAS, the Developer has filed a petition with the City on August 17th, 2022 to establish the Pittsburg Town Center Community Improvement District and the imposition of up to a One Percent (1%) sales tax within the boundaries of the CID to assist with funding the costs of development within the Project Area; and

WHEREAS, the City, following a properly noticed public hearing, established the CID District by adoption of the CID Ordinance No. S-1091 on November 22, 2022; and

WHEREAS, the Developer and the City anticipate that the Project will provide significant economic benefits to the City and other political subdivisions, including paying real property taxes to the City and other taxing subdivisions and generating retail sales tax revenues for the City and other entities collecting retail sales taxes; and

WHEREAS, entering into this Agreement serves the public purpose of enabling the Developer to proceed with the Project, thereby increasing economic development in the City and adding to the existing tax base within the City; and

WHEREAS, the City and the Developer desire to enter into this Agreement for the Project to provide the terms and conditions for payment and/or reimbursement of certain Project Costs.

NOW THEREFORE, to improve, maintain and revitalize commercial activity in the City by assuring opportunities for redevelopment and attracting sound and stable commercial growth, to promote the public interest, to create new jobs in the City, to enhance the tax base of the City and to induce the Developer to undertake the Project, and in consideration of the premises and

mutual covenants and agreement herein set forth, the City and the Developer do hereby covenant and agree as follows:

Section 1

Definitions of Words and Terms

In addition to words and terms defined elsewhere herein, capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the hereinafter defined Act. Unless the context shall otherwise indicate, words importing the singular number shall include the plural, and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

“Administrative Service Fee” means the fee to the City provided by Section 7a hereof, equal to 1.00% of the CID Revenues deposited in the CID Sales Tax Fund during the CID term.

“Advanced Funds” means the initially the sum of \$15,000, to be held by the City pursuant to Section 7a.

“Certificate of Full Completion” means a certificate in substantially the form attached as *Exhibit G* hereto furnished by the Developer and approved by the City pursuant to this Agreement for the Project.

“CID Act” means K.S.A. 12-6a26 *et seq.* as amended and supplemented from time to time.

“CID Commencement Date” means April 1, 2023.

“CID District” means the Pittsburg Town Center Community Improvement District established by the City pursuant to the CID Ordinance, which contains within its boundaries the real property legally described on *Exhibit A* and generally depicted in *Exhibit B*.

“CID Eligible Project Cost” means the costs of the Project described in the column labeled “CID Eligible Project Costs” on *Exhibit C*, which are eligible to be paid or reimbursed pursuant to the CID Act and in accordance with this Agreement; provided, however: (i) costs described in KSA 12-6a27(m)(2) through and including KSA 12-6a27(m)(8) shall not be CID Eligible Project Costs; and (ii) Developer fees and legal costs shall not be CID Eligible Project Costs.

“CID Ordinance” means Ordinance No. S-1091 passed by the Governing Body of the City on November 22, 2022, authorizing the creation of the Community Improvement District and levying the CID Sales Tax, as amended from time to time.

“CID Revenues” means the revenues generated from the CID Sales Tax and distributed from the Department of Revenue to the City.

“CID Sales Tax” means initially the seven tenths of One Percent (.7%) special Community Improvement District Sales Tax levied within the District beginning on the CID Commencement Date until April 1, 2027 and thereafter increasing to a One Percent (1%) special Community

Improvement District Sales Tax levied within the District and collected pursuant to K.S.A. 12-6a31, as amended, until the expiration of the CID Term.

“CID Sales Tax Fund” means that fund held in the City’s treasury into which proceeds of the CID Sales Tax are deposited. The City may designate a name for such fund on its books and records at its discretion.

“CID Taxpayers” means any individual or business located in the CID District and required to remit sales and use tax to the Kansas Department of Revenue (and its successors).

“CID Term” means a term commencing on the CID Commencement Date and ending on the earlier of (i) when an amount equal to the Maximum Reimbursement Amount has been reimbursed to the Developer from CID Revenues or (ii) the date twenty-two (22) years following the CID Commencement Date (i.e., March 31, 2045). In no event shall any deposits be made to the CID Sales Tax Fund after the expiration of the CID Term.

“City” means the City of Pittsburg, Kansas.

“City Representative” means the Mayor or City Manager of the City, and such other person or persons at the time designated to act on behalf of the City in matters relating to this Agreement.

“County” means Crawford County, Kansas

“Department of Revenue” means the Department of Revenue of the State of Kansas and any successor.

“Developer” means, individually and collectively, Pittsburg Partners LLC, a Kansas Limited Liability Company, and its successors and assigns; Pittsburg Northridge LLC, a Kansas Limited Liability Company, and its successors and assigns; Pittsburg Investors LLC, a Kansas Limited Liability Company, and its successors and assigns; and Pittsburg Development Associates LLC, and its successors and assigns.

“Excusable Delays” means the delays for performance set forth in Section 14(f) herein.

“Governing Body” means the governing body of the City.

“Maximum Reimbursement Amount” means \$4,500,000.

“Parties” means, collectively, the City and the Developer.

“Pedestrian Improvements” means the pedestrian improvements constructed by the City within the District pursuant to *Section 4(f)*, a portion of the costs of which will be reimbursed to the City from CID Revenues.

“Petition” means the petition requesting the creation of the Pittsburg Town Center Community Improvement District filed with the City Clerk on October 24, 2022.

“Project” means a mixed-use project to be known as the Pittsburg Town Center, which is anticipated to include retail, restaurant, and other commercial uses with associated amenities, along with associated infrastructure including but not limited to parking, landscaping, lighting, utilities, storm water improvements, sidewalks/walkways, streets/drives, and other associated infrastructure improvements, with a total investment of approximately \$8,200,000.

“Project Area” means the area within the CID District as described in the CID Petition and as further described in the legal description and boundary map attached hereto as ***Exhibits A and B***.

“Project Costs” means all the costs and expenses of the Project expended by the Developer, as more specifically described in ***Exhibit C***, which are attached hereto and incorporated herein by this reference.

“State” means the State of Kansas.

Section 2

District Formation and Purpose

Pursuant to the CID Act, as well as the proceedings of the City, including the CID Ordinance, the City has authorized the creation of the CID District. The purpose of creating the CID District is to provide the Developer with an economic incentive to undertake the Project and to provide for further economic development of the City. The purpose of this Agreement is to outline the rights, duties and obligations of the Parties as they relate to the CID District and to provide for the reimbursement to the Developer of the CID Eligible Project Costs from the proceeds of the CID Sales Tax in accordance with the further terms of this Agreement.

Section 3

Representations of the Parties

(a) The City is a municipal corporation organized under the laws of the State. The City is authorized pursuant to the CID Act to create the CID District and levy the CID Sales Tax and to enter into this Agreement and to perform the duties and obligations of the City contained herein. The Governing Body has taken all requisite action to pass the CID Ordinance, which will, when the Ordinance becomes effective, create the CID District and levy the CID Sales Tax. This Agreement constitutes a valid and binding obligation of the City in accordance with its terms and conditions.

(b) The Developer are limited liability companies duly organized and existing under the laws of the State. The Developer has taken all requisite action under its organizational documents to authorize the execution of this Agreement and to perform the duties and obligations of the Developer contained herein. The Agreement constitutes a valid and binding obligation of the Developer in accordance with its terms. Throughout the term of this Agreement, the Developer

agrees to maintain its status as such an entity, in good standing and authorized to do business in the State.

Section 4

Project Costs; Covenants and Restrictions

(a) **Project Budget.** A description of the scope of the Project, the estimated Project Costs, the estimated CID Eligible Project Costs, as submitted by the Developer, are set forth on ***Exhibit C***.

(b) **Project Budget Adjustments.** The Parties agree that the amount of the Project Costs may be adjusted by the Developer among any of the stated categories, without the consent of the City, except for as follows:

(1) The Parties agree that the amounts of CID Eligible Project Costs as shown on ***Exhibit C*** may not be increased by the Developer for the following categories: land acquisition, and legal & development fees.

(2) Other than the categories set forth in ***Section 4(b)(1)***, the Developer may seek reimbursement of any particular category not exceeding 200% of the amount stated in ***Exhibit C***.

(c) **Land Use Restrictions.** The types of land use and retailers set forth in ***Exhibit E*** hereto are prohibited on the property within the CID District unless approved in writing by the City prior to the execution of a letter of intent, lease or sale of land.

(d) **Relocation Restrictions.** For a period commencing on the Effective Date and ending five years after the commencement of CID Sales Tax collection within the CID District, the Developer shall present to the City a written description of potential retailer or restaurant tenants to be located within the CID District which are relocating from within three miles of the CID District (the “**Restricted Area**”). Such description shall be presented to the City within thirty (30) days prior to the date when the Developer expects to enter into any legal obligation for the lease of such retail or restaurant tenant space or pad site for such purpose. The City will have the absolute right to refuse any such prospective tenant presented by the Developer. If the City Representative does not provide a written objection to the Developer within ten (10) business days of presentment, such non-response will constitute a waiver of any objection to the Developer’s proposed sale or lease. Notwithstanding the foregoing, the restrictions in this ***Section 4(d)*** will not apply to a business within the Restricted Area if the Developer provides to the City written consent to the proposed relocation from the landlord/owner of the site to be vacated.

(e) **Project Design.** The Developer will design the Project in accordance with all applicable City ordinances, building codes, laws, and regulations (including the Americans With Disabilities Act, the Kansas Act Against Discrimination, and all environmental laws).

(f) **Pedestrian Improvements.** As part of the Project, the City will construct certain pedestrian improvements located within the District, at a cost not to exceed \$160,000. The

Pedestrian Improvements will be constructed in accordance with City standards and specifications for similar projects. The City will be reimbursed for a portion of the costs of the Pedestrian Improvements from CID Revenues pursuant to **Section 7**.

(g) **Project Milestones.** The Developer will meet the Project Milestones not later than the times set forth on **Exhibit F**. Notwithstanding anything to the contrary in this Agreement, if the Developer fails to meet the milestones set forth in this **Section 4(g)**, the Developer will not be entitled to any notice and cure provisions and the City will be immediately entitled to all remedies for an Event of Default under this Agreement.

(h) **Certificate of Completion.**

(1) Promptly after completion of the Project in accordance with the provisions of this Agreement, the Developer will submit a Certificate of Full Completion to the City.

(2) Full Completion means that the Developer or its permitted successor or assigns have been granted a Temporary Certificate of Occupancy by the City for each structure that is a part of the Project and has completed all work as required by the construction plans with respect to the Project. The Certificate of Full Completion will be in substantially the form attached as **Exhibit G**.

(3) The City will, within thirty (30) days following delivery of the Certificate of Full Completion for the Project, carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in the Certificate of Full Completion. The Certificate of Full Completion will be deemed accepted by the City unless, prior to the end of such 30-day period after delivery, the City furnishes the Developer with specific written objections, describing such objections and the measures required to correct such objections in reasonable detail.

(i) **Operation and Maintenance of Project.** The Project will comply with all applicable building and zoning, health, environmental and safety codes and laws and all other applicable laws, rules and regulations. The Developer will, at its own expense, secure or cause to be secured any and all permits which may be required by the City and any other governmental agency having jurisdiction for the construction and operation of the Project, including but not limited to obtaining all necessary rental licenses and paying any necessary fees to obtain required permits and licenses. The Developer will maintain the Property in a good and safe condition, including regular maintenance and removal of vegetation in accordance with commercially reasonable industry standards. If the conditions set forth in **Section 4(g)** are satisfied, but subsequently if no portion of the Project operates substantially as described in the CID Ordinance for a period of 90 consecutive days, then the Developer will be in default of this Agreement and subject to the provisions of **Section 14** regarding notice, cure, and remedies.

Section 5

Funding of Project

The Project Costs will be paid by, or on behalf of, the Developer and, to the extent such Project Costs are also CID Eligible Project Costs, reimbursed as a pay-as-you-go-financing under the CID Act. The City will not advance any City funds for the payment of any Project Costs or CID Eligible Project Costs and will not provide any financing, including the issuance of any bonds or notes for the same. Reimbursement to the Developer shall be made in accordance with Section 7 of this Agreement.

Section 6

Reimbursement of City Costs; Administration of CID Sales Tax, Administration of TIF Sales and Property Tax

(a) As required by City policy, the Developer shall be responsible for paying all costs necessary to comply with state law, including but not limited to: costs of legal publication notices, resolutions, and ordinances. The Developer shall also reimburse the City for reasonable expenses associated with review and evaluation of the Petition and this Agreement by the City's financial advisor. Developer payments under this **Section 6(a)** shall be considered to be CID Eligible Project Costs. The Developer shall pay such costs as required under this **Section 6(a)** within thirty (30) days of invoice by the City; but shall not be required to make such payments more than once per calendar month.

(b) Subject to, and as specified by, the terms and conditions of this Agreement, the City agrees to perform, or provide for the performance of, the administration of the reimbursement of the CID Eligible Project Costs. On or before December 31, 2022, the City shall provide notification to the Department of Revenue to commence the collection and reporting of the CID Sales Tax within the District in accordance with the provisions of the CID Act. The imposition of the CID Sales Tax shall commence on the CID Commencement Date, or as soon thereafter as the Department of Revenue begins the collection of the CID Sales Tax and shall expire at the end of the CID Term. Notwithstanding this subsection (b), if no CID Eligible Project Costs remain unreimbursed, the City may repeal the CID Ordinance prior to the expiration of the CID Term if the Governing Body determines that the CID Sales Tax is no longer required to pay for such CID Eligible Project Costs.

(c) Pursuant to the CID Act, the City shall establish the CID Sales Tax Fund as a segregated fund within the treasury of the City, which shall be held and administered by the City in accordance with this Agreement and the Act. CID Revenues collected from the CID Sales Tax and received by the City from the Department of Revenue during the CID Term, shall be deposited periodically in the CID Sales Tax Fund, but not less than monthly.

(d) The City shall impose and collect a fee for the administration of the CID Sales Tax pursuant to Section 7a.

Section 7
Reimbursement of CID Costs;
Community Improvement District Financing

Advanced Funds Account

Creation of Account: Initial Deposit. The City acknowledges receipt from the Developer of a deposit with the City equal to the sum of Fifteen Thousand Dollars (\$15,000.00) (the "Advanced Funds"), to be held by the City in a separate, segregated account of the City to be known as the "Advanced Funds Account". The City may invest the Advanced Funds in the same manner as other funds of the City are invested, and interest earnings shall remain in the Advanced Funds Account. Disbursement of the Advanced Funds will be in accordance with the Funding Agreement entered into between both parties on August 17th, 2022.

CID SALES TAX FUND

- (a) Creation of CID Sales Tax Fund; Deposit of CID Revenues. The City shall establish and maintain a separate fund and account known as the Pittsburg Town Center CID Sales Tax Fund (the "CID Sales Tax Fund"). All CID Revenues shall be deposited into the CID Sales Tax Fund.
- (b) Disbursements from the CID Sales Tax Fund. All disbursements from the CID Sales Tax Fund shall be made only to pay the Administrative Service Fee, CID Eligible Project Costs, and interest accrued on CID Eligible Project Costs as described below. Such disbursements shall be made in the following order of preference:
 - 1) Payment of Administrative Service Fee pursuant to Section 7a
 - 2) Reimbursement of 50% of the costs of the Pedestrian Improvements costs incurred by the City.
 - 3) Reimbursement of CID Eligible Project Costs incurred by the Developer, subject to the Maximum Reimbursement Amount.

Reimbursement to the Developer of CID Eligible Project Costs is conditioned upon the following:

- (a) Not more frequently than once per calendar month, the Developer may submit to the Director of Financial and Administrative Services ("Director") a Certification of Expenditures (in substantially the form attached to this Agreement as ***Exhibit D***, which are attached hereto and incorporated herein by this reference) signed by the Developer, with supporting documentation identifying the CID Eligible Project Costs for which the Developer seeks reimbursement. The supporting documentation shall include: copies of invoices reflecting amounts billed, copies of checks, evidence of wire transfers or other cash payments by the Developer for CID Eligible Project Costs, lien waivers or other evidence that no mechanic's liens exist with respect to the construction of the Project for which reimbursement is sought and such other documentation as the City shall reasonably request.

(b) Each Certificate of Expenditures shall contain a certification by the Developer that each Project Cost submitted for reimbursement is a CID Eligible Project Cost, that such expense has been incurred by the Developer, and that such expense has not been previously submitted for reimbursement from the same fund or subaccount, as applicable, hereunder. The City reserves the right to have its engineer or other agents or employees inspect all work associated with a submitted Certification of Expenditure, to retain an outside accountant, engineer or attorney to evaluate and assist with processing Certifications of Expenditures for compliance with this Agreement (with the reasonable costs of such outside accountant, engineer or attorney paid from the CID Sales Tax Fund, so long as the City provides notice to the Developer of the expense to be incurred at least fifteen (15) days prior to such expenditure), to examine the Developer's records relating to all CID Eligible Project Costs to be paid and to obtain from such parties such other information as is reasonably necessary for the City to evaluate compliance with the terms hereof.

(c) The City shall have thirty (30) calendar days after receipt of any completed and executed Certification of Expenditure to review and respond by written notice to the Developer; provided, however, that the City may, prior to the end of such thirty (30) day period, advise the Developer if additional time is needed to review and respond to such Certificate, in which event the City shall respond by the extended date so indicated, which date shall not be more than 15 days after the date of such notice. If, in the reasonable judgment of the officer or agent of the City charged with reviewing each Certification of Expenditure, the submitted documentation demonstrates that: (1) the payments requested in the Certification of Expenditure are for CID Eligible Project Costs (2) the expense was incurred; (3) the Developer is not in default under this Agreement; (4) the ad valorem property taxes for property owned by the Developer within the CID District are current; and (5) there is no fraud on the part of the Developer, then the City shall approve the Certification of Expenditure, and, if there are sufficient funds available in the CID Sales Tax Fund as set forth herein, make, or cause to be made, reimbursement to the Developer at the time set forth in subsection (d) of this Section. If the City disapproves the Certification of Expenditure, the City shall notify the Developer, in writing, of the reason(s) for such disapproval within such thirty (30) calendar-day period (or such extended period as provided herein). The City will provide reasonable assistance to the Developer so that the Developer can take the steps necessary to rectify the reason for the City's disapproval and resubmit such Certificate of Expenditure for approval by the City. However, if only certain line items on the Certification of Expenditure are disapproved and others are approved, if there are sufficient funds available in the CID Sales Tax Fund as set forth herein, the City shall make, or cause to be made, reimbursement for the line items of the Certification of Expenditure approved by the City from the CID Sales Tax Fund. The Developer agrees to make a good faith effort to submit thorough and complete Certifications of Expenditures. The Developer may appeal a denial of one or more items of a Certification of Expenditure in accordance with the administrative appeal process defined in the City of Pittsburgh Code.

(d) Subject to the further terms of this Agreement, and to the extent moneys are available in the CID Sales Tax Fund, any requested reimbursement approved by the City pursuant to this Section 7 shall be paid to the Developer through the City's regular accounts payable process from the CID Sales Tax Fund provided, however, that no deposits shall be made to the CID Sales Tax Fund after the expiration of the CID Term. All amounts deposited in the CID Sales Tax Fund

prior to the expiration of the CID Term, shall be used to reimburse the Developer for CID Eligible Project Costs, regardless if the reimbursement occurs after the expiration of the CID Term.

(e) Notwithstanding any other provision herein, the City shall not make any payments to the Developer for reimbursement of any cost pursuant to this Section exceeding the Maximum Reimbursement Amount. To the extent that the amounts of total reimbursements made to the Developer have reached the Maximum Reimbursement Amount and amounts still remain on deposit in the CID Sales Tax Fund, the City has the authority to spend such remaining amounts for purposes for which local sales tax receipts may be spent, as provided for in K.S.A. 12-6a34.

(f) Right to inspect and audit. The Developer agrees that, up to one year after completion of the Project, the City with reasonable advance notice and during normal business hours, shall have the right and authority to review and audit, from time to time, all the Developer's books and records relating to the CID Costs (including, but not limited to, all general contractor's sworn statements, general contracts, subcontracts, material purchase orders, waiver of lien, paid receipts and invoices); provided, however, that (to the extent it may legally do so) the City agrees to maintain the confidentiality of the foregoing materials and, under no circumstances, allow the same to become public record.

Section 7a

Administrative Service Fee

City Administrative Service Fee. The City shall be entitled to collect the Administrative Service Fee from the annual CID Revenues, which shall be excluded from the Maximum Reimbursement Amount. The Administrative Service Fee shall be used to cover the administration and other City costs during the CID Term and shall be in addition to the CID Eligible Project Costs identified in the Project Budget. The Administrative Service Fee may be paid monthly from and upon receipt of the CID Revenues deposited in the CID Sales Tax Fund. The Administrative Service Fee shall be deemed a CID Eligible Project Cost.

Section 8

City and Other Governmental Permits

Before beginning construction of any aspect of the Project, the Developer shall, at its expense, obtain or cause to be obtained any necessary planning documents, permits or licenses that may be required by the City, Crawford County or any other governmental agency having jurisdiction over the Project.

Section 9

Reporting

(a) From and after the commencement of this Agreement, the Developer shall encourage all CID Taxpayers, at the request of the Director, not later than the 15th day of each month, to provide copies of any sales tax filings required to be submitted to the Department of Revenue for the next preceding month (or the next preceding quarter if such taxpayer is a quarterly

filer) to the City of Pittsburgh. Provided the Developer can demonstrate that it made commercially reasonable efforts to ensure CID Taxpayer compliance with this Section 9(a), failure to obtain such compliance will not be considered a default of the Development under this Agreement. The Developer shall demonstrate it has made commercially reasonable efforts to ensure CID Taxpayers provide copies of such filings to the Director by imposing a requirement in any lease of property located within the CID District that if the tenant is a CID Taxpayer it shall provide this information to the Director not later than the 15th day of each month for the next preceding month (or the next preceding quarter if such taxpayer is a quarterly filer). The parties acknowledge that many leases and third-party owners that will be located inside the district have existing leases, nor does the Developer have any leverage over third party owners. Developer will use commercially reasonable efforts to encourage the tenants and owners to comply but it will be difficult to ensure they will comply.

(b) The City shall be use commercially reasonable efforts for collecting, accounting for and remitting CID Sales Tax to the CID Sales Tax Fund from the Kansas Department of Revenue.

Section 10

Rights of Access

For purposes of insuring compliance with this Agreement, representatives of the City shall have rights of access to the Project, without charges or fees, during normal business hours during the period of Project construction, to inspect work performed or being performed in the construction of the Project. City representatives shall carry proper identification, ensure their own safety and shall not interfere with construction activity unless such activity is apparently in violation of this Agreement, City codes, state or federal regulations, statutes or other law. The right of access granted by this Section shall be in addition to the City's rights to access the Project in the exercise of its proper authority to regulate, and provide for, public safety and to issue and enforce required licenses and permits.

Section 11

Insurance and Indemnification

(a) The Developer agrees to defend, indemnify, and hold the City, its officers, agents and employees, harmless from and against all liability for damages, costs and expenses, including attorney fees, arising out of any claim, suit, judgment or demand arising from the negligent and/or intentional acts or omissions of the Developer, its contractors, subcontractors, agents or employees in the performance of this Agreement. The Developer shall give the City immediate written notice of any claim, suit or demand that may be subject to this provision. The City shall also give prompt notice to the Developer of any such claim, suit, or demand, and the City hereby agrees that it shall not defend, settle or otherwise resolve any such claim, suit, or demand without prior notice to the Developer. After receipt of such notice, the Developer shall defend, contest, or otherwise protect the City against any such matter, at the cost and expense of the Developer, utilizing counsel selected by the Developer. This section shall not apply to gross negligence or willful misconduct of the City or its officers, employees, or agents.

(b) Not in derogation of the indemnification provisions set forth herein, the Developer shall, at its sole cost and expense, throughout the term of this Agreement and during all phases of the development described herein, to the extent Developer holds fee title to property within the District, insure and keep insured any vertical structures built in the District against direct loss or damage occasioned by fire, flood and extended coverage perils through insurers with an AM Best rating of no less than "A" and/or a rating that is acceptable to the City without co-insurance. The insurance shall be for an amount that is not less than the full replacement cost of such structures.

(c) In the event of destruction or damage to any vertical structure owned by the Developer, the Developer shall restore the Project to a clean, safe, and sanitary condition within the time parameters and other terms or provisions identified in any lease agreement with any CID Taxpayer; provided, however, that in all events the Developer shall cause all damaged or destroyed property within the Project to be restored to a clean, safe and sanitary condition within a reasonable period of time after such damage or destruction, not to exceed Ninety (90) days. If the Developer has commenced work associated with restoring the damaged or destroyed property within the Project to a clean, safe, and sanitary condition within such 90 day period, but has been unable to complete this work, the Developer may request a 90-day extension from the City to continue and ultimately complete all restoration efforts within One Hundred Eighty (180) days. Further reasonable extensions may be requested by the Developer which may be approved by the City in its reasonable discretion, not to be unreasonably withheld. Notwithstanding the foregoing, nothing in this Section shall require the Developer to rebuild or reconstruct any component of the Project damaged or destroyed by casualty or other causes, so long as the Developer restores the Project to a clean, safe, and sanitary condition.

(d) The Developer agrees to defend, indemnify, and hold the City, its officers, agents and employees, harmless from and against all liability for damages, costs and expenses, including attorney fees, arising out of any claim, suit, judgment or demand arising from landowners within the District regarding District formation, the imposition of the CID Sales Tax, the use of CID Revenues, or any other matter related to the District or the CID Sales Tax.

Section 12

Local, State and Federal Laws

The Developer agrees that it shall abide by, and the Project shall be completed in conformity with, all applicable federal, state and local laws and regulations.

Section 13

Nondiscrimination During Construction

The Developer, for itself and its successors and assigns, agrees that in the construction of the Project, the Developer shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, marital status, handicap, national origin or ancestry.

Section 14

Default and Remedies

(a) The failure or delay by either of the Parties to this Agreement to perform any term or provision of this Agreement required of such Party, shall constitute an event of default under this Agreement, subject to rights of cure, as specified below.

(b) Notice of an event of default shall be given by the Party claiming such default to the other Party and shall contain the basis of the claimed default.

(c) No legal proceedings against the claimed defaulting Party shall be instituted nor shall the claiming Party be entitled to damages if, within fourteen (14) days from the receipt of a notice of claimed default, the claimed defaulting Party undertakes acts to cure, correct or remedy such claimed default, proceeds with due diligence to complete such cure, correction or remedy and such cure, correction or remedy is completed within thirty (30) days of the date such claimed defaulting Party received a notice of default. If the Party claimed to be in default cannot reasonably cure such claimed default within thirty (30) days, the claimed defaulting Party shall notify the other Party of such assertion with a proposed date to complete the cure; and default shall be suspended if the claimed defaulting Party commences curing the default within fourteen (14) days after receipt of written notice thereof and diligently prosecutes the cure to completion within the time period set forth in the notice to the Party claiming the default.

(d) In the event the defaulting Party does not cure the event of default as set forth in this Section, the non-defaulting Party shall have the right:

(1) by mandamus or other suit, action or proceedings at law or in equity, to enforce the rights of the non-defaulting Party against the defaulting Party and to require and compel duties and obligations required by the provisions of the Agreement or by the laws of the State;

(2) by suit, action, or other proceedings at law or in equity, to enjoin any acts or things that may be unlawful or in violation of the rights of the non-defaulting Party; or

(3) to take such other action as necessary to protect the interests of the City, including suspending reimbursements to the Developer from the CID Sales Tax Fund, which reimbursements may be reinstated following cure of the default, or terminating the District if the default is not cured.

(e) Notwithstanding any other provision of this Agreement to the contrary, (1) any monetary damages resulting from an action against the City shall only be payable from the CID Sales Tax Revenues and limited to such receipts actually received by the City, and (2) in no event shall the Developer or the City ever be liable for any punitive, special, incidental, or consequential damages in connection with this Agreement, or otherwise. For the purposes of this Section, consequential damages shall include, but not be limited to, lost tax revenue or other similar losses which are not direct out-of-pocket costs incurred by the non-defaulting Party. Any monetary damages awarded to the Developer shall be calculated to increase the Maximum Reimbursement

Amount and the parties will execute an amendment to this Agreement stating the new Maximum Reimbursement Amount if damages are awarded.

(f) In addition to specific provisions of this Agreement, performance by a Party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where the Party seeking the extension has acted diligently and delays or defaults are due to events beyond the reasonable control of the Party such as, but not limited to: war; insurrection; strikes; labor shortages; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; epidemics; quarantine restrictions; freight embargoes; unusually severe weather; government delays or prohibitions; or any other causes beyond the control or without the fault of the Party claiming an extension of time to perform ("Excusable Delays"). The time of performance hereunder shall be extended for the period of any delay or delays caused or resulting from any Excusable Delay of the foregoing causes. The Developer shall provide notice to the City if and when any such Excusable Delays occur, and the Developer may be granted such extensions based upon the period of such Excusable Delays.

(g) Specific Events of Default. In addition to other defaults that might occur pursuant to this Section, the Developer shall be considered to be in default if any of the following occurs:

(1) The Developer commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if the Developer takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency.

(2) If a petition is filed against the Developer under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against the Developer under any other federal or state law in effect at the time relating to bankruptcy or insolvency, unless lacking in foundation.

(3) The Developer makes a general assignment for the benefit of creditors.

(4) If a trustee, receiver, custodian, or agent of the Developer is appointed under applicable law or under contract, whose appointment or authority to take charge of property of the Developer is for the purpose of enforcing a lien against property in the CID District or for the purpose of general administration of such property for the benefit of the Developer's creditors.

(6) The Developer fails to restore the Project to a clean, safe, and sanitary condition as required by Section 11 of this Agreement within One-Hundred Eighty (180) days of any damage or destruction of all or a portion of the Project (or within the period as extended by the terms of Section 11).

(7) The Developer fails to make payments required by Section 6(a) of this Agreement in a timely manner.

- (8) The Developer fails to meet the Project Milestones set forth on *Exhibit F*.

Section 15

Governing Law, Jurisdiction

(a) This Agreement shall be governed by, interpreted, and enforced pursuant to the laws of the State.

(b) The Parties agree that any legal actions arising out of this Agreement will be instituted in the District Court of Crawford County, Kansas or, in the case of federal jurisdiction, in the Federal District Court for the District of Kansas.

Section 16

Rights and Remedies Cumulative, Waivers

Except as otherwise expressly provided in this Agreement, the rights and remedies of the Parties shall be cumulative, and the exercise by one party of one or more such rights shall not preclude the exercise by it, at the same or different times, of any other rights or remedies specified herein. Any failure or delay by either party in asserting any of its rights and remedies as to any default hereunder shall not operate as a waiver of such default or of any rights or remedies specified hereunder or deprive either party of its right to assert and enforce any such right or remedy.

Section 17

Amendments

This Agreement may be amended by the parties, which amendment shall be in writing and shall not cause the Agreement to be in violation of the Act.

Section 18

Transfer and Assignment

The Parties acknowledge that the Developer's expertise in constructing and managing like projects and its commitment to Pittsburg were material inducements to the City undertaking this Agreement. As such:

(a) The Developer may not assign this Agreement, or the rights, duties, and obligations hereunder without the prior written consent of the City. In determining whether to approve such an assignment, the City will similarly assess the proposed assignee's expertise in constructing and managing like projects and its commitment to Pittsburg; provided, however, that it shall be unreasonable to disapprove any such assignee if such assignee possesses the requisite financial qualifications and capabilities to perform the duties and obligations contained within this Agreement. The City's consent to any proposed assignment may not be unreasonably withheld.

(b) Notwithstanding the foregoing, the Developer may:

(1) assign or pledge its rights under this Agreement to any Affiliate by giving thirty (30) days' prior written notice to the City of its intent to proceed with such assignment or pledge; and/or

(2) collaterally assign or pledge its rights to payments due hereunder to its lender. The Developer shall provide written notice to the City of such assignment or pledge within one month of execution of the same, addressed to the Pittsburg City Manager, including a copy of any agreement evidencing such collateral assignment or pledge to such third party.

(c) Nothing herein shall prohibit (or require City approval to allow) the Developer from forming additional development or ownership entities to replace or joint venture with the Developer for the purpose of business and/or income tax planning; provided, however, that such additional development or ownership entities or joint ventures shall be an Affiliate.

Section 19

Notices, Demands, Communications Among Parties

Any notice, request, complaint, demand, or other communication required or desired to be given or filed under this Agreement shall be in writing, addressed to the following:

(a) To the City at:

CITY OF PITTSBURG, KANSAS
City Hall
201 West 4th Street
Pittsburg, Kansas 66762
Attn: City Manager

With a copy to:

City Attorney
104 W. 6th Street
Pittsburg, Kansas 66762

(b) To the Developer at:

David Christie Manager Pittsburg Partners, LLC 7217 W. 110 th Street Overland Park, KS 66210	David Christie Manager Pittsburg Development Associates, LLC 7217 W. 110 th Street Overland Park, KS 66210
---	---

David Block Manager Pittsburg Northridge, LLC 605 W. 47 th Street, Suite 200 Kansas City, MO 64112	David Block Manager Pittsburg Development Associates, LLC 605 W. 47 th Street, Suite 200 Kansas City, MO 64112
---	---

David Block
Manager
Pittsburg Investors, LLC
605 W. 47th Street, Suite 200
Kansas City, MO 64112

Such notice shall be deemed duly given or filed if the same shall be: (i) duly mailed by certified or registered mail, postage prepaid; or (ii) communicated via facsimile, with electronic or telephonic confirmation of receipt. All notices given by: (i) certified or registered mail, postage prepaid, shall be deemed duly given as of the date they are so mailed; and (ii) facsimile, with electronic or telephonic confirmation of receipt, shall be deemed duly given as of the date of confirmation of receipt. The Parties may from time to time designate, by giving notice as set forth above, such other address to which subsequent notices, certificates or other communications shall be sent.

Section 20

Entire Agreement

This Agreement is executed in duplicate originals, each of which shall be considered an original. This Agreement, including the Exhibits hereto, together with the Funding Agreement, constitute the entire agreement and understanding of the Parties. Other than those matters set forth in the Funding Agreement, this Agreement supersedes all negotiations or previous agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter of this Agreement.

Section 21

Electronic Transactions

The transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

Section 22

Severability

The invalidity or inability to enforce any one or more phrases, sentences, clauses or sections of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement.

Section 23

No Liability of City Officials or Employees

All liabilities under this Agreement on the part of the City and the Developer are solely corporate liabilities of the City and the Developer and no officer, director, employee, or agent of the City or the Developer shall have any personal or individual liability under this Agreement for anything done or omitted to be done by the City or the Developer hereunder.

Section 24

Miscellaneous

(a) **No Waiver.** Nothing in this Agreement constitutes a waiver of the City's right to consider and approve or deny governmental approvals pursuant to the City's regulatory authority as provided by City Code and applicable State law. The Developer acknowledges that satisfaction of certain conditions contained in this Agreement require the reasonable exercise of the City's discretionary zoning authority by the Planning Commission and Governing Body in accordance with City code and applicable State law.

(b) **Tax Implications.** The Developer acknowledges and represents that (1) neither the City, nor any of its officials, employees, consultants, attorneys or other agents has provided to the Developer any advice regarding the federal or State income tax implications or consequences of this Agreement and the transactions contemplated hereby, and (2) the Developer is relying solely upon their own tax advisors in this regard.

(c) **Cash Basis and Budget Laws.** The Parties acknowledge and agree that the ability of the City to enter into and perform certain financial obligations pursuant to this Agreement are subject to the K.S.A. 10-1101 *et seq.* and K.S.A. 79-2935 *et seq.*

(d) **No Partnership.** Nothing contained herein will be construed as creating a partnership between the Parties.

[page intentionally blank]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and represent that the individuals executing this Agreement on behalf of the Parties have the express authority to do so.

CITY OF PITTSBURG, KANSAS

(SEAL)

By: _____
Cheryl L. Brooks, Mayor

ATTEST:

By: _____
Tammy Nagel, City Clerk

PITTSBURG PARTNERS LLC
a Kansas limited liability company

By: _____
David Christie, Manager

PITTSBURG NORTHBRIDGE LLC
a Kansas limited liability company

By: _____
David Block, Manager

PITTSBURG INVESTORS LLC
a Kansas limited liability company

By: _____
David Block, Manager

**PITTSBURG DEVELOPMENT
ASSOCIATES LLC**
a Kansas limited liability company

By: _____
David J. Christie, Manager

By: _____
David M. Block, Manager

EXHIBIT A
Legal Description of CID District

EXHIBIT A

Legal Description of Proposed District

The following real property located within the City of Pittsburg, Crawford County, Kansas:

Common Address	Legal Description
2905 N. Broadway	Lot 1, Block 8, Pittsburg Town Center
101 W. 29 th Street	Lot 1, Block 2, Pittsburg Town Center
2909 N. Broadway	Beginning at the SE corner of Lot 1, Block 7, then West 240.11', then North 172.82', then East 240.16', then South 172.82' to point of beginning, Pittsburg Town Center
104 W. 29 th Street	Beginning 240.11' West of the SE corner of Lot 1, Block 7, then West 52.87', then Northwesterly 140.45', then Northeasterly 124.02', then East 125.2', then South 172.82' to the point of beginning, Pittsburg Town Center
2911 N. Broadway	Beginning at the Northeast corner of Lot 6 Pittsburg Town Center, then South 204.67', then West 248', then North 160.67', then Northeasterly 54.14', then Southeasterly 10.63', then East 214.71' to the point of beginning
N/A	Beginning at the Southwest corner of Lot 6, Pittsburg Town Center, then Northeasterly 250', then Southeasterly 35.79', then Southwesterly 54.14', then South 160.67', then West 117.36' to the point of beginning
3015 N. Broadway	Pittsburg Town Center Block 1, Lot 4
3103 N. Broadway	Pittsburg Town Center Block 1, Lot 3
N/A	Lot 4, less the East 3 feet of the South 240 feet and Lot 3, less the South 210' of the East 330' in North Plaza Center, 1 st addition to the City of Pittsburg

EXHIBIT B
Boundary Map of CID District

EXHIBIT B

Map of Proposed District Boundaries





EXHIBIT C
Project Budget

Projected Pittsburg Town Center CID Costs		
	Total Cost / Budget	CID Eligible Costs
Marshall's Costs		
Construction allowance	\$ 400,000	400,000
HVAC	\$ 75,000	75,000
Demolition	\$ 62,000	62,000
utilities	\$ 108,000	108,000
floor and testing	\$ 10,000	10,000
Marshall's broker and others	\$ 100,000	
Reseal Parking lot	\$ 20,000	20,000
Site beautification	\$ 45,000	
Legal	\$ 20,000	
Strip Center costs		
Painting	\$ 65,000	65,000
Tenant allowance to procure users	\$ 300,000	300,000
Lighting and landscape	\$ 109,000	109,000
Seal and stripe parking lot	\$ 114,000	114,000
Contingency	\$ 30,000	30,000
Lease commissions	\$ 75,000	75,000
Roof repairs	\$ 103,000	103,000
Marshall's and Strip Subtotal	\$ 1,636,000	\$ 1,471,000
New Building 20,000 sq. ft		
Building Costs		
Building Shell	\$ 5,000,000	5,000,000
Tenant Improvement Allowance	\$ 165,000	165,000
Landscaping/ Site Work	\$ 100,000	100,000
Contingency	\$ 200,000	200,000
Building Cost Subtotal	\$ 5,465,000	\$ 5,465,000
Soft Costs		
Financing / Carry Costs		
Loan Fees/Appraisal/Environmental/Title	\$ 40,000	
Construction Interest Carry	\$ 250,000	250,000
Developer Fee	standard fee	

Legal		
Legal and Financial	\$ 35,000	35,000
City Legal / Financial Consultants	\$ 20,000	20,000
Legal Subtotal	\$ 55,000	35,000
Permits / Fees		
Building Permit	\$ 5,000	5,000
Plan Review Fee	\$ 3,000	3,000
Subtotal Permits / Fees	\$ 8,000	13,000
Development Budget Summary		
Sitework Subtotal	\$ 1,636,000	\$ 1,471,000
Building Cost Subtotal	\$ 5,465,000	\$ 5,465,000
Soft Costs Subtotal	\$ 624,000	\$ 304,000
Total Development Budget	\$ 7,791,921	\$ 7,301,921
Contingency Included In Development Budget	\$225,000	

Developer would ask for approval for budgeted line items to be interchangeable, so long as the total dollar amount does not exceed the budget.

Real Estate Taxes	\$	100,000	
Construction Carry Subtotal	\$	390,000	130,000
A / E / Construction Management			
Architecture	\$	30,000	30,000
Structural	\$	50,000	50,000
MEP	\$	5,000	5,000
Civil	\$	19,500	19,500
Geotech Special Inspections	\$	6,500	6,500
Construction Management	\$	45,000	
Accounting	\$	5,000	5,000
Contingency	\$	10,000	10,000
A/E Construction Management Subtotal	\$	171,000	\$ 126,000

EXHIBIT D
CID Certificate of Expenditures

CERTIFICATION OF EXPENDITURES
PITTSBURG TOWN CENTER PROJECT

Date: _____

Certification # _____

City Manager of the
City of Pittsburg, Kansas

In accordance with the Development Agreement for the Pittsburg Town Center Development Project dated November 22, 2022, (the "Agreement"), between the City of Pittsburg, Kansas, (the "City"), and Pittsburg Partners, LLC; Pittsburg Northridge, LLC; Pittsburg Investors, LLC; and Pittsburg Development Associates, LLC, (the "Developer"), the Developer hereby certifies, with respect to all payment amounts requested pursuant to this Certificate to be reimbursed to the Developer, as follows:

1. All amounts are CID Eligible Project Costs (as defined in the Agreement) that are reimbursable to the Developer pursuant to the Agreement and the CID Act, (as defined in the Agreement).
2. All amounts have been advanced by the Developer for CID Eligible Project Costs (as defined in the Agreement) in accordance with the Agreement and represent the fair value of work, materials or expenses.
3. No part of such amounts has been the basis for any previous reimbursement under the Agreement from the CID Sales Tax Fund or request for reimbursement from the CID Sales Tax Fund (as defined in the Agreement).
4. All taxes and assessments currently due on any property owned by the Developer in the City of Topeka have been paid.
5. No uncured Events of Default under the Agreement currently exist.

The Developer further certifies that all insurance policies required to be in force under the Agreement are in full force and effect and that the Developer is in compliance, in all material respects, with all further terms of the Agreement.

The total amount of reimbursement requested by this Certificate is \$, which amount is itemized on Attachment D-1 attached hereto and which Attachment D-1 includes

page(s), is incorporated herein by reference and has been initialed by the authorized representative of the Developer who signed this Certificate. Attached to Attachment D-1 are copies of the contract, invoice or other billing for the CID Eligible Project Costs or which the Developer seeks reimbursement, along with copies of checks, evidence of wire transfers or other evidence of payment by the Developer of such CID Eligible Project Costs and hereby certify that such copies are true and accurate copies of the original documents.

Pittsburg Partners, LLC
a Kansas limited liability company

By: _____
Name: _____
Title: _____

Pittsburg Northridge, LLC
a Kansas limited liability company

By: _____
Name: _____
Title: _____

Pittsburg Northridge, LLC
a Kansas limited liability company

By: _____
Name: _____
Title: _____

**PITTSBURG DEVELOPMENT
ASSOCIATES LLC**
a Kansas limited liability company

By: _____
David J. Christie, Manager

By: _____
David M. Block, Manager

ATTACHMENT D-1
TO CERTIFICATION OF ELIGIBLE CID PROJECT COSTS
(PITTSBURG TOWN CENTER)
PAGE ____ OF ____

EXHIBIT E
Land Use Restrictions

Adult Book and Video Stores or other sexually oriented businesses
Community Correctional
Half-way Houses
Drug or Alcohol Rehabilitation
New and/or Used Car Lots
Multi-game, Casino-style Gambling
Commercial Billboards
Payday Lenders or similar short-term lending or check cashing institutions

EXHIBIT F
Project Milestones

Date

March 31, 2023

Developer Obligation

Completion of renovations to the existing 25,400 square foot vacant building (previously the Goody's Building) and parking areas, including interior finish, HVAC improvements, parking renovation, utilities upgrades and other improvements

May 31, 2025

With respect to the existing strip shopping center located at 101 W. 29th Street and owned by the Developer, a raised façade with improved signage, parking upgrades, roof repairs, interior improvements, lighting, sidewalk along Broadway completion, painting, and other improvements to the approximate 30,000 sf of commercial retail space

EXHIBIT G
Form of Certificate of Full Completion

Pursuant to that certain Development Agreement dated as of [_____] (the “**Agreement**”) among the **CITY OF PITTSBURG, KANSAS**, a municipal corporation duly organized under the laws of the State of Kansas (the “**City**”), **PITTSBURG PARTNERS, LLC, PITTSBURG NORTHRIDGE LLC, PITTSBURG INVESTORS, LLC, AND PITTSBURG DEVELOPMENT ASSOCIATES LLC**, all Kansas Limited Liability Companies (individually and collectively, the “**Developer**”), each Developer hereby certifies to the City as follows:

1. That as of _____, 20____, the construction, renovation, repairing, and equipping of the Project (as such term is defined in the Agreement) has been substantially completed in accordance with the Agreement.

2. The Project has been completed in a good and workmanlike manner and in accordance with the Project construction plans and contains all components of the applicable portion of the Project required by or described in the Agreement.

3. This Certificate of Full Completion is accompanied by the project architect’s certificate of substantial completion on AIA Form G-704 (or the substantial equivalent thereof), a copy of which is attached hereto as **Appendix A** and by this reference incorporated herein, certifying that the Project has been substantially completed in accordance with the Agreement.

4. This Certificate of Full Completion is being issued by the Developer to the City in accordance with the Agreement to evidence the Developer’s satisfaction of all obligations and covenants with respect to the applicable portion of the Project.

5. The City’s acceptance (below) or the City’s failure to object in writing to this Certificate within thirty (30) days of the date of delivery of this Certificate to the City (which written objection, if any, must be delivered to the Developer prior to the end of such 30-day period), and the acceptance of this Certificate by the City, shall evidence the satisfaction of the Developer’s agreements and covenants to construct the Project.

This Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

[Remainder of page intentionally blank.]

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this _____ day
of _____, _____.

Pittsburg Partners, LLC
a Kansas limited liability company

By: _____
Name _____
Title: _____

Pittsburg Northridge, LLC
a Kansas limited liability company

By: _____
Name _____
Title: _____

Pittsburg Northridge, LLC
a Kansas limited liability company

By: _____
Name _____
Title: _____

**PITTSBURG DEVELOPMENT ASSOCIATES
LLC**
a Kansas limited liability company

By: _____
David J. Christie, Manager

By: _____
David M. Block, Manager

ACCEPTED:

CITY OF PITTSBURG, KANSAS

By: _____

Name: _____

Title: _____

(Summary Published in The Morning Sun on November ____, 2022)

ORDINANCE NO. G - 1341

AN ORDINANCE amending Section 82-111 of the Pittsburg City Code fixing rates and minimum charges for water service.

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

Section One. Section 82-111 of the Code of the City of Pittsburg, Kansas is hereby amended to read:

The monthly water rates and charges to be paid by consumers for water furnished by the water department of the City, which shall be applicable to all water bills shall be as set forth herein:

- a. Within the City of Pittsburg, Kansas:
 - (1) All water consumed not in excess of 200 cubic feet per month, minimum charge \$12.51
 - (2) The next 300 cubic feet per month, per 100 cubic feet \$5.20
 - (3) The next 1,500 cubic feet per month, per 100 cubic feet \$4.89
 - (4) The next 8,000 cubic feet per month, per 100 cubic feet \$4.64
 - (5) The next 8,000 cubic feet per month, per 100 cubic feet \$4.32
 - (6) The next 8,000 cubic feet per month, per 100 cubic feet \$4.12
 - (7) The next 74,000 cubic feet per month, per 100 cubic feet \$3.82
 - (8) All in excess of 100,000 cubic feet per month, per 100 cubic feet \$3.45
- b. Outside the City:
 - (1) All water consumed not in excess of 200 cubic feet per month, minimum charge \$24.99
 - (2) The next 300 cubic feet per month, per 100 cubic feet \$9.18
 - (3) The next 1,500 cubic feet per month, per 100 cubic feet \$7.16
 - (4) The next 8,000 cubic feet per month, per 100 cubic feet \$5.20
 - (5) The next 8,000 cubic feet per month, per 100 cubic feet \$4.89
 - (6) The next 8,000 cubic feet per month, per 100 cubic feet \$4.64
 - (7) The next 74,000 cubic feet per month, per 100 cubic feet \$4.32
 - (8) All in excess of 100,000 cubic feet per month, per 100 cubic feet \$4.12

Section Two. This Ordinance shall take effect and be in force and apply to all water rates and minimum charges beginning January 1, 2023, and after having been passed and a summary published in the official City newspaper.

Passed and Approved this _____ day of November, 2022.

Cheryl Brooks - Mayor

Tammy Nagel – City Clerk

(Summary Published in The Morning Sun on November ____, 2022)

ORDINANCE NO. G - 1342

AN ORDINANCE amending Section 82-141 of the Pittsburg City Code fixing rates and minimum charges for sewer service.

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

Section One. Section 82-141 of the Code of the City of Pittsburg, Kansas is hereby amended to read:

The monthly rates and charges applicable to all bills shall be as set forth herein for the use of the sewage disposal system to be paid to the City by all persons inside and outside the City, as hereinafter limited and defined, whose premises are connected or may hereafter be connected to the sanitary sewer system of the City, as follows:

1. For each sewer connection to the sewer disposal system of the City, whether the connection is for single, or multi-family residence, apartment, dormitory, hotel, rooming house, institution, business, commercial, industrial or governmental property, a minimum monthly service charge and, in addition, a monthly user charge based on the quantity of water used on the premises and/or discharged to the sanitary sewer, according to the following schedule:

- a. Inside the City:
 - (1) Minimum Service Charge for usage not in excess of 200 cubic feet per month \$21.83
 - (2) User Charge – per each additional 100 cubic feet per month \$3.14
- b. Outside the City:
 - (1) Minimum Service Charge for usage not in excess of 200 cubic feet per month \$43.48
 - (2) User Charge – per each additional 100 cubic feet per month \$6.16
- c. The water usage for the months of November, December and January shall be averaged each year to obtain a base upon which the user charge shall be computed. Provided, however, if a customer proves that the average water consumption of the months of November, December and January does not accurately reflect normal monthly usage for the year, then the customer may request the user charge be based upon actual monthly water usage. The user charge for new customers shall be based upon actual monthly water usage until average water usage for the months of November, December and January is calculated.

- d. Any non-domestic user that discharges wastewater, materials, or substances into the public sewers which possess the characteristics set forth in Section 82-401 through 82-414 of the Pittsburgh City Code, may be subject to additional charges pursuant to a special agreement between the City and said non-domestic User. Such special agreement shall be issued in the form of a permit.

2. If any User of water shall use more than 10,000 cubic feet of water in any month for commercial or industrial purposes and is, as established by separate meter paid for, installed and maintained by such user and open to inspection by and acceptable to the City's representatives, the sewer charge made to such customer for the use and services of the sewage disposal system shall be based on the amount of water furnished the customer during said month less the amount of such water which was not discharged into the City's sewer system.

3. A User who is not receiving water from the Pittsburgh Water System shall be charged a monthly service charge for the amount of water used measured by meter on rural system, by hour meter on pump usage with capacity known or by mutual agreement with the Director of Public Utilities. In the event that potential exists for significant consumption use of water, flow measurement devices located on the wastewater discharge point shall be used in lieu of a water meter. Said flow monitors shall be accessible so accuracy may be verified by the City at any time without restriction of access.

Section Two. This ordinance shall take effect and be in force and apply to all sewer rates and minimum charges beginning January 1, 2023, and after having been passed and a summary published in the official City newspaper.

Passed and Approved this _____ day of November, 2022.

Cheryl Brooks - Mayor

Tammy Nagel – City Clerk

(Published in The Morning Sun on November _____, 2022)

RESOLUTION NO. 1259

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PITTSBURG, KANSAS, AMENDING RESOLUTION NO. 1248 ESTABLISHING EQUIVALENT RESIDENTIAL UNIT, ERU RATE AND UNDEVELOPED PROPERTY RATE; AND PROVIDING AN EFFECTIVE DATE OF JANUARY 1, 2023.

WHEREAS, Pittsburg City Code Section 82-546 provides the City Commission with the authority to establish by Resolution the Equivalent Residential Unit, which means the average Impervious Area of Residential Property per Dwelling Unit located within the City, the ERU Rate, which means the Stormwater Utility Fee charged on each ERU, and the Undeveloped Property Rate, which means the Stormwater Utility Fee charged on each acre of undeveloped Property;

WHEREAS, the City Manager has recommended to the City Commission pursuant to Pittsburg City Code Section 82-546 that the ERU rate as set by Resolution No. 1248 be increased as set forth below;

WHEREAS, the City Commission has evaluated the City Manager's recommendation and has determined that the fees set forth herein below are reasonable and necessary and are in accordance with the provisions of Pittsburg City Code Section 82-546; and

WHEREAS, the City Commission has determined it to be appropriate to implement the rates set forth herein as of the effective date of this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PITTSBURG, CRAWFORD COUNTY, KANSAS:

Section 1. ERU Established. The Equivalent Residential Unit is hereby established to be 3,106 square feet of impervious area.

Section 2. ERU Rate Established As of January 1, 2023. The ERU Rate to be charged for Stormwater Management Utility Fees for each ERU is hereby established to be \$4.05 per month as of January 1, 2023.

Section 3. Undeveloped Property Rate Established. The Underdeveloped Property Rate to be charged for Stormwater Management Utility Fees for each acre of Undeveloped Property is hereby established to be 0 percent.

Section 4. This Resolution shall become effective on January 1, 2023.

ADOPTED AT A REGULAR COMMISSION MEETING this _____ day of
November, 2022.

Mayor – Cheryl Brooks

ATTEST:

City Clerk - Tammy Nagel

Resolution No. 1260

Whereas, a Capital Improvements Program is an important management tool that allows long range capital projects to be anticipated and managed in an orderly fashion; and

Whereas, a Capital Improvements Program allows for capital projects to be financed in the most cost efficient manner possible;

Whereas, the City staff has drafted and presented a proposed Five Year Capital Improvements Program for the years 2023 through 2027, which details the city's capital project needs and funding sources for this period;

Now therefore be it resolved that the City Commission hereby adopts and approves the proposed Capital Improvements Program for the years 2023 through 2027, and directs the City staff to take the proper steps to implement the program.

ADOPTED THIS _____ of November, 2022.

CITY OF PITTSBURG, KANSAS

Cheryl Brooks, Mayor

ATTEST:

Tammy Nagel, City Clerk

(SEAL)

City of Pittsburgh

2023-2027

Capital Improvement Plan



Capital Improvement Plan

2023 - 2027

Introduction:

The Capital Improvement Plan (CIP) is a long-range plan that identifies and prioritizes the City's infrastructure and capital needs for the next five years. The CIP is updated annually to reflect the current needs of the community and is used to develop the annual operating budget and five-year financial forecast.

The first year of the CIP reflects projects that will be initiated and/or completed during the upcoming operating budget year. The second through fifth-year projects are those for which plans are being prepared and/or for which project funding may not be secured.

Industry best practice is to perform preventative maintenance and replace assets at the end of their useful life to mitigate higher repair and failure costs. Funding shortages often cause infrastructure maintenance and replacement to be delayed. The City's half-cent street sales tax supports the effort towards an effective maintenance schedule for our roadways. However, even the \$2 million annual program does not produce an optimal replacement cycle for 142 miles of street infrastructure with a 25-year service life. Similar illustrations could be described for the City's extensive water, wastewater, and stormwater infrastructure.



Imagine Pittsburgh

The City's commitment to investing in Pittsburgh's infrastructure is identified as an area of focus in the community's Imagine Pittsburgh strategic plan. Reliable infrastructure, as well as high-quality parks and facilities, are a vital component of our community's future as we continue to attract businesses and residents. The 2023-2027 CIP supports a variety of Imagine Pittsburgh goals and objectives:

- Ensure adequate funds are available for infrastructure maintenance
- Continue to invest in roads; Bypass, Quincy
- Expand treatment plants to match growth
- Invest in sidewalk and trails programs to improve walkability
- Employ the Bicycle & Pedestrian Master Plan
- Improve walkability from hotels in north Pittsburg to the northern retail district
- Become the entertainment capital of the region

Project Overview:

Roadways

2023-2027: \$154,645,201

Upcoming roadway improvements include completion of East Quincy from Joplin to Rouse, a reconstruction of East 27th from Broadway to Joplin, a corridor study of North Walnut from 20th to 28th Street, and various traffic signal improvements. Street projects are funded by Kansas Department of Transportation (KDOT) programs, general obligation bonds, or the half-cent street sales tax. The half-cent street sales tax, continued by Pittsburg voters in 2021 for a period of ten years, provides almost \$2 million per year of critical funding for resurfacing roadways throughout Pittsburg.

Buildings

2023-2027: \$24,622,000

Planned improvements to the City's various facilities include replacement projects for Memorial Auditorium assets funded through the Auditorium's dedicated eighth-cent sales tax. Additional renovations at all Fire Stations and Mt. Olive Cemetery Mausoleum are planned for years 2023-2027.

Pedestrian and Bikeways

2023-2027: \$5,658,260

Projects include the Annual Residential Sidewalk Matching Program which provides \$100,000 in matching funds through which half of sidewalk improvement costs are reimbursed by property owners. \$5.1 million of other projects including Jaycee Park and Lincoln Park Bridges, and several multi-use hike and bike trails, are identified in future years to be funded in part by grants or other non-City funds.

Aviation

2023-2027: \$5,510,000

Reconstruction of the Aircraft Parking Apron and the West Corporate Hangers Taxiway is currently in design for the Atkinson Municipal Airport. A combination of local funds and funding from the Federal Aviation Administration (FAA) pay for these two significant projects and future projects identified in the CIP.

Parks & Recreation

2023-2027: \$5,230,000

Several repair and replacement projects are planned for the Aquatic Center in 2023 & 2024 such as repairing the pump house and multiple slides. Ballfield Lighting at the Don Gutteridge Sports Complex, Skate Park Relocation, and improvements at Four Oaks Golf Course are also identified as future projects.

Bridges

2023-2027: \$2,100,000

While only a few City-owned bridges exist, they are expensive to replace and improvements must be planned. Future projects include replacement of the bridge on West 20th in partnership with Crawford County with a City cost of \$100,000, and replacement of the East Quincy bridge in future years at an estimated cost of \$2 million.

Wastewater Treatment Plant

2023-2027: \$53,020,000

Pittsburg's Wastewater Treatment Plant is at the end of its useful life and treatment enhancements are needed to maintain compliance with more-stringent regulatory standards. The Wastewater Treatment Plant Replacement Project planned for 2024 is estimated at a cost of \$50 million and will be funded through State Revolving Loan Funds and federal and state grants.

Water Distribution

2023-2027: \$10,847,500

The City has established an annual water line replacement program to increase capacity and improve the quality of the City's 175 miles of underground water infrastructure. Other major planned projects include ongoing meter replacements and upgrading to Advanced Metering Infrastructure (AMI) technology.

Stormwater

2023-2027: \$10,055,414

Improvement projects to the stormwater collection system are funded by the Stormwater Fund through charges for stormwater user fees. Future projects include drainage improvements at English and Homer and Bitner Addition area.

Water Treatment Plant

2023-2027: \$3,835,000

Upcoming projects at the Water Treatment Plant include rehabilitating Water Well #8 & Well #9 and a Water Treatment Plant Assessment to develop a 20-year master plan for the plant. Water projects are funded by the Utility Fund through water and wastewater user fees.

Wastewater Collection

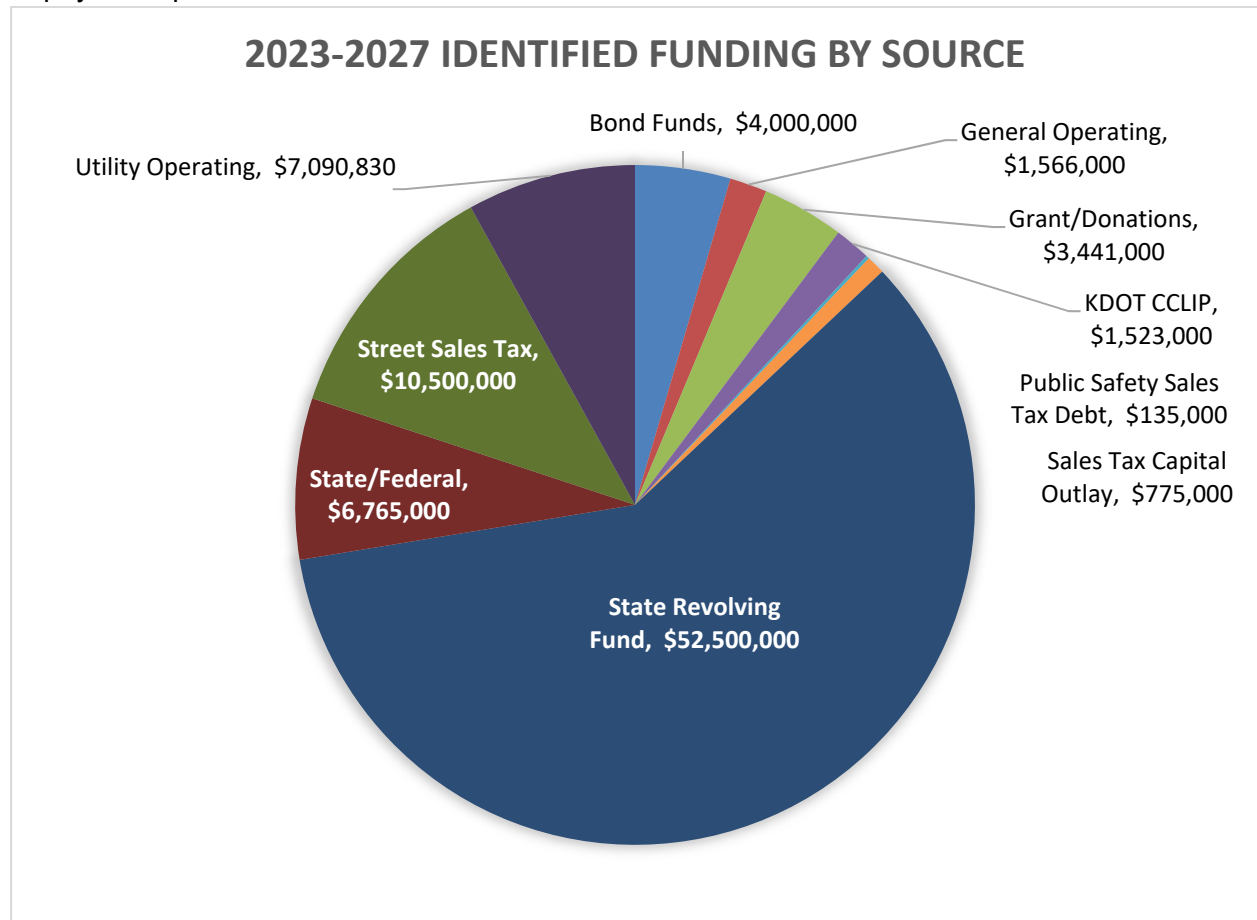
2023-2027: \$2,081,916

Wastewater sewer system rehabilitation and replacement projects are critical to reduce the capital and operational costs associated with emergency repairs as well as address inflow and infiltration elimination. In 2023, the sewer replacement of center portion of basin 7B will be completed. Wastewater projects are funded by the Utility Fund through water and wastewater user fees.

Funding:

The 2023 Adopted Budget includes funding for projects identified in year 2023 of the Capital Improvement Plan. Project funding reflected in years 2024-2027 is developed with a combination of projections and assumptions. For this reason, the Capital Improvement Plan should be revisited and updated each year.

Approximately \$189 million of unfunded projects are included in the CIP. Planning for all needed capital replacements and improvements, whether funded or not, allows the City to determine future utility rates, property tax rates, sales tax initiatives and to request state and federal funds to pay for improvements.



State Revolving Loan Funds for the Wastewater Treatment Plant totaling \$50 million is the largest revenue source of identified funding. While the City of Pittsburg has a large capacity to issue more debt through General Obligation or Utility Revenue Bonds (per the City of Pittsburg Five-Year Financial Plan), the limiting factor is the annual debt service needed to pay off the bonds. The City's plan is to keep the debt mill levy below ten mills annually and only issue new debt as past debt is retired.

The City is fortunate to have several revenue streams to pay for projects and will utilize bond funds, pay-as-you-go programs, and leverage funds to maximize our funds. However, as mentioned, there is still a significant number of unfunded projects. If funding is not secured for these unfunded projects, they will be pushed to future years while asset maintenance and replacement costs will only increase over time.

City of Pittsburgh
Five-Year Capital Improvement Plan
Expenses v. Resources

Category	2023 Adopted	2024 Planned	2025 Planned	2026 Planned	2027 and Beyond	Total	% of Total
<u>EXPENSES</u>							
General Funds							
Roadways	\$ 1,974,000	\$ 33,625,000	\$ 5,945,000	\$ 36,534,115	\$ 76,567,086	\$ 154,645,201	55%
Buildings	1,411,000	1,210,000	910,000	11,843,000	9,248,000	24,622,000	9%
Pedestrian & Bikeways	1,750,000	2,020,000	1,100,000	619,260	169,000	5,658,260	2%
Aviation	1,270,000	1,190,000	140,000	1,730,000	1,180,000	5,510,000	2%
Parks & Recreation	560,000	2,165,000	1,705,000	600,000	200,000	5,230,000	2%
Bridges	100,000	-	-	2,000,000	-	2,100,000	1%
Sub-total	\$ 7,065,000	\$ 40,210,000	\$ 9,800,000	\$ 53,326,375	\$ 87,364,086	\$ 197,765,461	71%
Utility Funds							
Wastewater Treatment	\$ 50,000	\$ 52,700,000	\$ 270,000	\$ -	\$ -	\$ 53,020,000	19%
Water Distribution	235,000	565,000	1,760,000	937,500	7,350,000	10,847,500	4%
Stormwater	475,414	300,000	590,000	4,230,000	4,460,000	10,055,414	4%
Water Treatment	280,000	220,000	35,000	200,000	3,100,000	3,835,000	1%
Wastewater Collections	889,416	376,000	451,500	268,000	97,000	2,081,916	1%
Sub-total	\$ 1,929,830	\$ 54,161,000	\$ 3,106,500	\$ 5,635,500	\$ 15,007,000	\$ 79,839,830	29%
Total	\$ 8,994,830	\$ 94,371,000	\$ 12,906,500	\$ 58,961,875	\$ 102,371,086	\$ 277,605,291	100%
<u>RESOURCES</u>							
Available Funding							
State Revolving Fund	\$ -	\$ 52,500,000	\$ -	\$ -	\$ -	\$ 52,500,000	58%
Street Sales Tax	2,100,000	2,100,000	2,100,000	2,100,000	2,100,000	10,500,000	12%
Utility Operating	1,929,830	1,261,000	1,300,000	1,300,000	1,300,000	7,090,830	8%
State/Federal	1,143,000	5,622,000	-	-	-	6,765,000	8%
Bond	-	2,000,000	-	2,000,000	-	4,000,000	5%
Grant/Donations	3,241,000	50,000	50,000	50,000	50,000	3,441,000	4%
General Operating	291,000	701,000	198,000	276,000	100,000	1,566,000	2%
KDOT CCLIP	-	1,523,000	-	-	-	1,523,000	2%
Sales Tax Capital Outlay	155,000	155,000	155,000	155,000	155,000	775,000	1%
Public Safety Sales Tax	135,000	-	-	-	-	135,000	0%
Total	\$ 8,994,830	\$ 65,912,000	\$ 3,803,000	\$ 5,881,000	\$ 3,705,000	\$ 88,295,830	100%
Unfunded Amount	\$ -	\$ 28,459,000	\$ 9,103,500	\$ 53,080,875	\$ 98,666,086	\$ 189,309,461	

City of Pittsburg
Five-Year Capital Improvement Plan

Project Name	Source	2023 Adopted	2024 Planned	2025 Planned	2026 Planned	2027 and Beyond
GENERAL FUND						
Roadways						
E. 27th: Broadway-Joplin Reconstruction	Street Sales Tax	\$ 970,163	\$ -	\$ -	\$ -	\$ -
2023 Street Sales Tax Improvements	Street Sales Tax	807,697	-	-	-	-
E. 27th Terrace @ Bridge Reconstruction	Street Sales Tax	122,140	-	-	-	-
Traffic Signal Improvement PED & RADAR at the Intersection of Quincy and Broadway Streets	General Operating	50,000	-	-	-	-
Corridor Study North Walnut : 28th - 20th	General Operating	24,000	-	-	-	-
Free Kings Hwy: 4th-Atkinson 9" Concrete (PECE + Const)	Unidentified	-	8,063,000	-	-	-
Free Kings Hwy: Atkinson - US 160 9" Concrete (PECE + Const)	Unidentified	-	7,093,000	-	-	-
Free Kings Hwy: Quincy-4th, Reconstruction (PECE + Const)	Unidentified	-	6,300,000	-	-	-
E. Fourth St (Cantebury): 4th - Quincy New Road w/ Roundabout	State / Federal	-	5,000,000	-	-	-
2024 Street Sales Tax Improvements	Street Sales Tax	-	1,900,000	-	-	-
Free Kings Hwy: Quincy-Atkinson Widening & Shoulders	Bond Funds	-	1,800,000	-	-	-
Free Kings Hwy: Atkinson - US 160 Widening & Shoulders	Bond Funds	-	1,193,000	-	-	-
4th and Joplin Left Turn Improvements	KDOT CCLIP	-	1,523,000	-	-	-
Traffic Signal at Rouse & 21st Street	Unidentified	-	200,000	-	-	-
Traffic Signal Improvement / Replacement at the Intersection of 14th and Broadway Streets	Unidentified	-	180,000	-	-	-
Traffic Signal Improvement / Replacement at the Intersection of 4th and Pine Streets	Unidentified	-	180,000	-	-	-
Free Kings Highway & 4th Street Northbound Left Turn Lane - City Split	Street Sales Tax	-	100,000	-	-	-
Traffic Signal Improvement PED & CAMERA at the Intersection of 4th and Locust Streets	Unidentified	-	50,000	-	-	-
Corridor Study Joplin: 20th - 4th	General Operating	-	28,000	-	-	-
RFFB Signal at 14th & Joplin	General Operating	-	15,000	-	-	-
Free Kings Highway & 4th Street Intersection Roundabout	State / Federal	-	-	4,000,000	-	-
2025 Street Sales Tax Improvements	Street Sales Tax	-	-	1,900,000	-	-
Downtown Street Light Poles	Grant/Donations	-	-	45,000	-	-
East Quincy: Rouse - Free Kings: Structural Rebuild 3534' @ \$1600/lf (PECE+Const)	Unidentified	-	-	-	5,653,780	-
N. Walnut: 20th - 28th Connection 3171' @ \$1600/lf (PECE + Const)	Unidentified	-	-	-	5,073,783	-
W 20th: Pine - Bypass 2823' @ \$1600/lf (PECE + Const)	Unidentified	-	-	-	4,516,250	-
Georgia Street Rebuild: 4th Street - Memorial Drive 2694' @ \$1600/lf (PECE+Const)	Unidentified	-	-	-	4,310,400	-
E. 20th: Home - Free Kings 2642' @ \$1600/lf (PECE & Const)	Unidentified	-	-	-	4,226,625	-
29th Street: Michigan to Joplin - 1,300' @ \$1,600 /lf (PECE + Const)	Unidentified	-	-	-	2,080,000	-
2026 Street Sales Tax Improvements	Street Sales Tax	-	-	-	1,900,000	-
West Cleveland - Broadway to Olive - 1,100' @ \$1,600 /lf (PECE+Const)	Unidentified	-	-	-	1,883,677	-
Hampton Road Improvements - 1,150' @ \$1,500/lf (PECE+Const)	Unidentified	-	-	-	1,725,000	-
North Grand Extension: 28th - 30th 77' @ \$1600/lf (PECE + Const)	Unidentified	-	-	-	1,240,000	-
200th Street: Atkinson - US 160 Widening & Shoulders	Bond Funds	-	-	-	1,187,000	-
East 4th: Rouse - Free Kings: Full Depth Asphalt Replacement 5154' @ \$200	Unidentified	-	-	-	1,030,800	-
Georgia Street Rebuild: Quincy - 4th Street 5280' @ \$1600/lf (PECE+Const)	Unidentified	-	-	-	844,800	-
Alley Infrastructure Replacement: 1700 Block S Walnut/Olive	Unidentified	-	-	-	612,000	-
Memorial Drive at Pond Crossing - Road Stabilization and Guard Rail	Unidentified	-	-	-	150,000	-
Free Kings Highway & Quincy Intersection Improvements	Bond Funds	-	-	-	100,000	-
W. Atkinson: Broadway - Future Bypass 10647 @ \$1600/lf (PECE + Const)	Unidentified	-	-	-	-	17,034,789
14th Street Rebuild: Rouse - Free Kings 5353' @ \$1600/lf (PECE + Const)	Unidentified	-	-	-	-	8,565,200
N. Joplin: 4th - 20th 5319' @ \$1600/lf (PECE & Const)	Unidentified	-	-	-	-	8,510,674
E. Atkinson: Rouse - Free Kings 4500' @ \$1600/lf (PECE + Const)	Unidentified	-	-	-	-	7,200,000
W. 4th: Walnut - Bypass 4,491' @ \$1600/lf (PECE + Const)	Unidentified	-	-	-	-	7,186,182

City of Pittsburgh
Five-Year Capital Improvement Plan

Project Name	Source	2023 Adopted	2024 Planned	2025 Planned	2026 Planned	2027 and Beyond
Michigan Street Rebuild: Atkinson - 23rd 4300' @ \$1600/lf (PECE+Const)	Unidentified	-	-	-	-	6,880,000
West Quincy: Broadway - Bypass 4112 @ \$1600/lf (PECE + Const)	Unidentified	-	-	-	-	6,578,756
Memorial Drive: Broadway to Bypass 3,977 @ \$1600/lf (PECE+Const)	Unidentified	-	-	-	-	6,363,485
E. Atkinson: Broadway - Michigan 3780' @ \$1600/lf (PECE & Const)	Unidentified	-	-	-	-	6,048,000
2027 Street Sales Tax Improvements	Street Sales Tax	-	-	-	-	1,900,000
Traffic Signal Replacement Intersection of Cleveland and Broadway Streets * PSU Dependent	Unidentified	-	-	-	-	300,000
Sub-total		\$ 1,974,000	\$ 33,625,000	\$ 5,945,000	\$ 36,534,115	\$ 76,567,086

Buildings - Memorial Auditorium

Memorial Auditorium Sound System Console	General Operating	\$ 40,000	\$ -	\$ -	\$ -	\$ -
Memorial Auditorium HVAC Software System	General Operating	25,000	-	-	-	-
Memorial Auditorium Lighting System Console	General Operating	15,000	-	-	-	-
Memorial Auditorium Replace Moving Wall System	Unidentified	-	200,000	-	-	-
Memorial Auditorium Lighting System / Intelligent Lighting	Unidentified	-	150,000	-	-	-
Memorial Auditorium Smoke Vents	Unidentified	-	100,000	-	-	-
Memorial Auditorium Sound System upgrade and Replacement	Unidentified	-	100,000	-	-	-
Memorial Auditorium Stage Floor Replacement	General Operating	-	50,000	-	-	-
Memorial Auditorium Lower Level Tile Replacement	General Operating	-	40,000	-	-	-
Memorial Auditorium Replace Carpet in Lobby / Stairwells / Aud / Mezzanine / Green Room / B1	General Operating	-	-	60,000	-	-
Memorial Auditorium Audio/Visual System	General Operating	-	-	30,000	-	-
Memorial Auditorium HVAC System Replacement	Unidentified	-	-	-	1,000,000	-
Memorial Auditorium Restroom Update (Auditorium, Lower Level, Dressing Rooms, Green Room)	Unidentified	-	-	-	125,000	-
Memorial Auditorium Upper Level Restroom	Unidentified	-	-	-	100,000	-
Memorial Auditorium Roof	Unidentified	-	-	-	88,000	-
Memorial Auditorium House Lighting	Unidentified	-	-	-	75,000	-
Memorial Auditorium Loading Ramp & Garage Improvements	General Operating	-	-	-	50,000	-
Memorial Auditorium Lower Level Tables and Chairs	General Operating	-	-	-	35,000	-
Memorial Auditorium Balcony Elevator	Unidentified	-	-	-	-	600,000
Memorial Auditorium Masonry Tuck Pointing	Unidentified	-	-	-	-	348,000
Memorial Auditorium Passenger and Pit Elevator Electronics Upgrade	Unidentified	-	-	-	-	250,000
Memorial Auditorium Rigging Lift Equipment / Rigging System Replacement	Unidentified	-	-	-	-	200,000
Memorial Auditorium North Lawn Improvements	Unidentified	-	-	-	-	200,000
Memorial Auditorium Balcony Seating Reupholstery	Unidentified	-	-	-	-	150,000
Sub-total		\$ 80,000	\$ 640,000	\$ 90,000	\$ 1,473,000	\$ 1,748,000

Buildings - Public Safety

Fire Station #1 Boiler Replacement	Public Safety Sales Tax De	\$ 135,000	\$ -	\$ -	\$ -	\$ -
Fire Station #2 Training Site Improvements	Sales Tax Capital Outlay	35,000	-	-	-	-
Fire Station #2 Mechanical Engineering Evaluation	Sales Tax Capital Outlay	20,000	-	-	-	-
Postive Capture Deisel Exhaust Sysytems Fire Station #1	Grant/Donations	20,000	-	-	-	-
Station Alerting System Fire Station #1	Grant/Donations	17,000	-	-	-	-
Postive Capture Deisel Exhaust Sysytems Fire Station #2	Grant/Donations	15,000	-	-	-	-
Postive Capture Deisel Exhaust Sysytems Fire Station #3	Grant/Donations	15,000	-	-	-	-
Station Alerting System Fire Station #2	Grant/Donations	12,000	-	-	-	-
Station Alerting System Fire Station #3	Grant/Donations	12,000	-	-	-	-
Fire Station #2 - Concrete Approach Replacement F/B w/ Snow Melt	General Operating	-	300,000	-	-	-
Fire Station #2 - Training Tower Concrete Replacement w/ Drainage	General Operating	-	200,000	-	-	-

City of Pittsburgh
Five-Year Capital Improvement Plan

Project Name	Source	2023 Adopted	2024 Planned	2025 Planned	2026 Planned	2027 and Beyond
Fire Station #2 - Drive Approach @ Rear off 20th	Sales Tax Capital Outlay	-	50,000	-	-	-
Fire Station #2 - Door Opener Replacement	Sales Tax Capital Outlay	-	20,000	-	-	-
Fire Station #2 - Generator Replacement	General Operating	-	-	35,000	-	-
Fire Station #3 - Generator Replacement	General Operating	-	-	35,000	-	-
Animal Shelter	Bond Funds	-	-	-	300,000	-
Fire Station #2 - Interior Bay Concrete Replacement	General Operating	-	-	-	70,000	-
Sub-total		\$ 281,000	\$ 570,000	\$ 70,000	\$ 370,000	\$ -
Buildings - Other						
Mausoleum - Abby - tuck-pointing	Grant/Donations	\$ 600,000	\$ -	\$ -	\$ -	\$ -
Mausoleum - Abby - roofing	Grant/Donations	350,000	-	-	-	-
Mausoleum - Abby - ADA Accessibility	Grant/Donations	100,000	-	-	-	-
Indoor Pickleball Court/Activity Center	Grant/Donations	-	-	750,000	-	-
New Airport Administration Building	Bond Funds	-	-	-	5,000,000	-
New Asphalt Plant	Bond Funds	-	-	-	3,000,000	-
Street Division Building Improvements	Bond Funds	-	-	-	2,000,000	-
Lincoln Building	Unidentified	-	-	-	-	2,500,000
Lincoln Building	Grant/Donations	-	-	-	-	2,500,000
New Schlanger Center	Unidentified	-	-	-	-	2,500,000
Sub-total		\$ 1,050,000	\$ -	\$ 750,000	\$ 10,000,000	\$ 7,500,000
Aviation						
Reconstruct West Corporate Hangers Taxilane	State / Federal	\$ 1,143,000	\$ -	\$ -	\$ -	\$ -
Reconstruct West Corporate Hangers Taxilane	General Operating	127,000	-	-	-	-
Airport Administration Building Access Road	State Revolving Fund	-	500,000	-	-	-
Reconstruct Terminal Area Hanger Taxilane	State / Federal	-	432,000	-	-	-
Replace AWOS	State / Federal	-	150,000	-	-	-
Reconstruct Terminal Area Hanger Taxilane	General Operating	-	48,000	-	-	-
Fuel Farm Filter Upgrade	State / Federal	-	40,000	-	-	-
Replace lighted windsock assembly	General Operating	-	20,000	-	-	-
Environmental Assessment and ALP Update for West Side Terminal Area Development	State / Federal	-	-	72,000	-	-
Airport Self Serve Aviation Fuel	State / Federal	-	-	30,000	-	-
Airport Self Serve Aviation Fuel	General Operating	-	-	30,000	-	-
Environmental Assessment and ALP Update for West Side Terminal Area Development	General Operating	-	-	8,000	-	-
Runway Seal Coat & Remark 17-35	State / Federal	-	-	-	1,089,000	-
Atkinson Airport T-Hanger (Single Engine) Relocate, Reskin / Repair	Bond Funds	-	-	-	400,000	-
Runway Seal Coat & Remark 17-35	General Operating	-	-	-	121,000	-
New Airport Administration Building Apron / Tarmac	Bond Funds	-	-	-	120,000	-
New Airport Administration Building Apron / Tarmac	State / Federal	-	-	-	-	1,080,000
Removal of trees-approach ends runway 04-22	General Operating	-	-	-	-	100,000
Sub-total		\$ 1,270,000	\$ 1,190,000	\$ 140,000	\$ 1,730,000	\$ 1,180,000

City of Pittsburgh
Five-Year Capital Improvement Plan

Project Name	Source	2023 Adopted	2024 Planned	2025 Planned	2026 Planned	2027 and Beyond
Pedestrian & Bikeways						
Multi-Use Hike and Bike Trail along Elm and Locust from Quincy to 7th	Grant/Donations	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -
Multi-Use Hike and Bike Trail west side of Rouse from 4th to Washington	Grant/Donations	150,000	-	-	-	-
2023 Residential Sidewalk Matching Program	Street Sales Tax	100,000	-	-	-	-
Multi-Use Hike and Bike Trail along Joplin St. from 7th St. to Atkinson	Grant/Donations	-	1,500,000	-	-	-
2024 Residential Sidewalk Matching Program	Street Sales Tax	-	100,000	-	-	-
Wilderness Park Bridge	Bond Funds	-	100,000	-	-	-
Lincoln Park Bridge - City Match	Bond Funds	-	82,500	-	-	-
Lincoln Park Bridge	Grant/Donations	-	82,500	-	-	-
JayCee Park Bridge - City Match	Bond Funds	-	77,500	-	-	-
JayCee Park Bridge	Grant/Donations	-	77,500	-	-	-
Sidewalks: Hotels on North Broadway south to the TIF District retail and restaurant area	Grant/Donations	-	-	1,000,000	-	-
2025 Residential Sidewalk Matching Program	Street Sales Tax	-	-	100,000	-	-
Trail: Meadowlark South	Grant/Donations	-	-	-	433,260	-
2026 Residential Sidewalk Matching Program	Street Sales Tax	-	-	-	100,000	-
Trail: Wilderness Park to North Broadway Hotels	Grant/Donations	-	-	-	86,000	-
2027 Residential Sidewalk Matching Program	Street Sales Tax	-	-	-	-	100,000
Trail: Meadowlark West	Grant/Donations	-	-	-	-	69,000
Sub-total		\$ 1,750,000	\$ 2,020,000	\$ 1,100,000	\$ 619,260	\$ 169,000
Parks & Recreation						
Lincoln Park Playground Replacement	Grant/Donations	\$ 150,000	\$ -	\$ -	\$ -	\$ -
Lincoln Park Restroom	Grant/Donations	125,000	-	-	-	-
Lincoln Park Shelter #2 Replacement	Grant/Donations	75,000	-	-	-	-
Aquatic Center Pump House Levers Replaced	Sales Tax Capital Outlay	60,000	-	-	-	-
Lakeside Park Pavillion	Grant/Donations	50,000	-	-	-	-
Four Oaks Drainage	Sales Tax Capital Outlay	40,000	-	-	-	-
Pickelball Fence	Grant/Donations	30,000	-	-	-	-
Pickelball Lights	General Operating	10,000	-	-	-	-
Pickelball Shade Structure	Grant/Donations	10,000	-	-	-	-
Kiddie Land: Fencing	Grant/Donations	10,000	-	-	-	-
Lincoln Park Stice Ball Field Turf	Grant/Donations	-	700,000	-	-	-
Four Oaks Mini-Golf Course Improvements	Grant/Donations	-	350,000	-	-	-
Lincoln Park Ballfield Lighting: Bunk Ball Field	Unidentified	-	300,000	-	-	-
Lincoln Park Ballfield Lighting: Berry Ball Field	Unidentified	-	250,000	-	-	-
McNally Drive Improvements (Lincoln Park Ballfields) - City Match	Unidentified	-	125,000	-	-	-
McNally Drive Improvements (Lincoln Park Ballfields)	Grant/Donations	-	125,000	-	-	-
Rotary Park Playground Replacement	Grant/Donations	-	100,000	-	-	-
Four Oaks Cart Path Improvement	Unidentified	-	80,000	-	-	-
Four Oaks Clubhouse Improvements - Bathroom / Flooring	Unidentified	-	50,000	-	-	-
Repair Aquatic Center Slides	Sales Tax Capital Outlay	-	30,000	-	-	-
Aquatic Center Sand Media Replaced and Baffles Repaired	Sales Tax Capital Outlay	-	30,000	-	-	-
Aquatic Center Replacement Feature in Wading Pool	Sales Tax Capital Outlay	-	15,000	-	-	-
Aquatic Center Bathhouse Flooring	Sales Tax Capital Outlay	-	10,000	-	-	-
Lincoln Park Ballfield Lighting: Dale Conner Ball Field	Unidentified	-	-	300,000	-	-
Lincoln Park Ballfield Lighting: Jim Kelly Ball Field	Unidentified	-	-	300,000	-	-
Lincoln Park Ballfield Lighting: Bill Russell Ball Field	Unidentified	-	-	300,000	-	-

City of Pittsburgh
Five-Year Capital Improvement Plan

Project Name	Source	2023 Adopted	2024 Planned	2025 Planned	2026 Planned	2027 and Beyond
Four Oaks Golf Course Cart Shed Addition	Unidentified	-	-	200,000	-	-
Skate Park Relocation & Construction - City Match	Sales Tax Capital Outlay	-	-	125,000	-	-
Skate Park Relocation & Construction	Unidentified	-	-	125,000	-	-
Schlanger Park Restrooms - City Match	Unidentified	-	-	125,000	-	-
Schlanger Park Restrooms	Grant/Donations	-	-	125,000	-	-
Four Oaks Golf Course Irrigation Upgrade	Sales Tax Capital Outlay	-	-	50,000	-	-
Pickelball Repairs	Sales Tax Capital Outlay	-	-	30,000	-	-
JayCee Ball Park Masonry Tuck-pointing	Sales Tax Capital Outlay	-	-	25,000	-	-
Lincoln Park Ballfield Lighting: Camino Ball Field	Unidentified	-	-	-	200,000	-
Lincoln Park Ballfield Lighting: Deramus Ball Field	Unidentified	-	-	-	200,000	-
Lincoln Park Ballfield Lighting: Stice Ball Field	Unidentified	-	-	-	200,000	-
Band Dome	Unidentified	-	-	-	-	100,000
Kiddie Land Concession Hut	Unidentified	-	-	-	-	100,000
Sub-total		\$ 560,000	\$ 2,165,000	\$ 1,705,000	\$ 600,000	\$ 200,000
Bridges						
West 20th Street Bridge Repair/Replacement * County 50% Match *	Street Sales Tax	\$ 100,000	\$ -	\$ -	\$ -	\$ -
East Quincy Bridge Repair and Replacement	State / Federal	-	-	-	2,000,000	-
Sub-total		\$ 100,000	\$ -	\$ -	\$ 2,000,000	\$ -
General Fund Total		\$ 7,065,000	\$ 40,210,000	\$ 9,800,000	\$ 53,326,375	\$ 87,364,086

City of Pittsburgh
Five-Year Capital Improvement Plan

Project Name	Source	2023 Adopted	2024 Planned	2025 Planned	2026 Planned	2027 and Beyond
UTILITY FUND						
Wastewater Treatment Plant						
Mall Lift Station Generator	Utility Operating	\$ 50,000	\$ -	\$ -	\$ -	\$ -
WWTP Replacement	State Revolving Fund	-	50,000,000	-	-	-
E. 4th Street Lift Station Replacement	State Revolving Fund	-	2,000,000	-	-	-
SW Industrial Park Lift Station	Unidentified	-	700,000	-	-	-
SE Lift Station Bar Screen	Utility Operating	-	-	200,000	-	-
WWTP Boiler Replacement	Utility Operating	-	-	70,000	-	-
	Sub-total	\$ 50,000	\$ 52,700,000	\$ 270,000	\$ -	\$ -
Water Distribution						
8" Waterline Replacement - Elm: 1st - Jefferson	Utility Operating	\$ 100,000	\$ -	\$ -	\$ -	\$ -
AMI Metering Conversion - Year 1	Utility Operating	85,000	-	-	-	-
Citywide Standard Specifications & Construction Manual	Utility Operating	50,000	-	-	-	-
8" Waterline Replacement - 2nd: Walnut - Georgia	Utility Operating	-	240,000	-	-	-
Meter Replacement - Book 20	Utility Operating	-	190,000	-	-	-
8" Waterline Replacement - Elm: Jefferson - Quincy	Utility Operating	-	90,000	-	-	-
AMI Metering Conversion - Year 2	Utility Operating	-	45,000	-	-	-
MXU Replacement / Update 4000 @ \$200	Utility Operating	-	-	800,000	-	-
New Waterline North Side of Airport	Utility Operating	-	-	600,000	-	-
4th Street: Water to Village	Utility Operating	-	-	195,000	-	-
Meter Replacement - Book 22	Utility Operating	-	-	120,000	-	-
AMI Metering Conversion - Year 3	Utility Operating	-	-	45,000	-	-
4th Street: Hwy 69 to Lone Star (200th)	Utility Operating	-	-	-	805,000	-
South Broadway 16" Waterline Relocation (PSU Kelce)	Utility Operating	-	-	-	67,500	-
AMI Metering Conversion - Year 4	Utility Operating	-	-	-	45,000	-
Meter Replacement - Book 23	Utility Operating	-	-	-	20,000	-
New Water Tower at Airport Industrial Park	State / Federal	-	-	-	-	2,900,000
24" Main: WTP to Broadway & 2nd Street	State / Federal	-	-	-	-	2,500,000
North & South Water Tower Connector Replacement	State / Federal	-	-	-	-	1,900,000
AMI Metering Conversion - Year 5	Utility Operating	-	-	-	-	50,000
	Sub-total	\$ 235,000	\$ 565,000	\$ 1,760,000	\$ 937,500	\$ 7,350,000
Stormwater						
English & Hudson Drainage/Intersection Improvements	Utility Operating	\$ 282,391	\$ -	\$ -	\$ -	\$ -
Bitner Addition Drainage Improvements Franklin Roak	Utility Operating	193,023	-	-	-	-
Detention Pond: 500 Block N Rouse - East Side	Utility Operating	-	80,000	-	-	-
SE8 - Inlet Replacement & Stabilization Stilwell & Lakewood	Utility Operating	-	80,000	-	-	-
SE9 - Inlet Replacement, Additional Inlet & Piping	Utility Operating	-	65,000	-	-	-
Detention Pond: 100 Block East Atkinson	Utility Operating	-	50,000	-	-	-
607 Elmwood - Basin Solutions	Utility Operating	-	25,000	-	-	-
SW1 - Drainage Ditch Improvement Lakeside Park to Georgia	Utility Operating	-	-	220,000	-	-
2023 BMP Installations	Utility Operating	-	-	150,000	-	-
NE1 - Piping Lisa & Turner Addition	Utility Operating	-	-	100,000	-	-
NE2 - Drainage Ditch Improvement 100 Block East Atkinson	Utility Operating	-	-	90,000	-	-
NW5 - Detention Pond 105 N Catalpa Area	Utility Operating	-	-	30,000	-	-
SW5 - Box Culvert Hwy 69 Bypass to Jefferson	Utility Operating	-	-	-	2,000,000	-

City of Pittsburgh
Five-Year Capital Improvement Plan

Project Name	Source	2023 Adopted	2024 Planned	2025 Planned	2026 Planned	2027 and Beyond
Regional Detention	Utility Operating	-	-	-	1,000,000	-
SW4 - Drainage Ditch Improvement Watco Trail: Georgia - 3rd	Utility Operating	-	-	-	350,000	-
SE1 - Drainage Ditch Improvement Centennial to 100' East of S. Rouse	Utility Operating	-	-	-	240,000	-
NE4 - Drainage Ditch Improvement RR ROW - RR ROW on 27th	Utility Operating	-	-	-	220,000	-
SE2 - Drainage Ditch Improvement Centennial South (Random Acres)	Utility Operating	-	-	-	210,000	-
NW6 - Drainage Ditch Improvement: 60" Discharge Walnut - Hwy 69 Bypass	Utility Operating	-	-	-	160,000	-
Lincoln Park Drainage Improvement & Dredging	Utility Operating	-	-	-	50,000	-
NW4 - New Box Culvert: Lincoln Park - 20th & Pine	Utility Operating	-	-	-	-	1,200,000
NE10 - Box Culvert 19th & Michigan to RR ROW	Utility Operating	-	-	-	-	480,000
SE10 - Replacement Inlets & Piping: Fieldcrest: Deill & English	Utility Operating	-	-	-	-	350,000
SW7 - Inlet Replacements Walnut: Kansas - Madison	Utility Operating	-	-	-	-	300,000
NW2 - Drainage Ditch Improvement Hwy 69: Catalpa - Lincoln Park	Utility Operating	-	-	-	-	300,000
NE9 - Drainage Ditch Improvement East of Highland: 20th - 14th	Utility Operating	-	-	-	-	250,000
SE4 - Drainage Ditch Improvement 4th & Rouse - Mission Clay Property	Utility Operating	-	-	-	-	250,000
SE6 - Inlet Replacements Broadway: Washington - 1st	Utility Operating	-	-	-	-	250,000
NE5 - Drainage Ditch Improvement - Schlanger Park	Utility Operating	-	-	-	-	190,000
SE5 - Drainage Ditch Improvement 4th to 2nd to Mission Clay Property	Utility Operating	-	-	-	-	160,000
SW6 - Drainage Ditch Improvement Hwy 69 Bypass - Broadway	Utility Operating	-	-	-	-	150,000
NW7 - Inlet replacement- Olive: 4th-6th	Utility Operating	-	-	-	-	105,000
SE3 - Drainage Ditch Improvement Madison & Tucker to RR Track S. of Jefferson	Utility Operating	-	-	-	-	105,000
SE7 - Inlet Replacements Elm: Jefferson & Washington	Utility Operating	-	-	-	-	105,000
NE6 - Inlets & Pipe: Tucker to Box Culvert on 11th	Utility Operating	-	-	-	-	100,000
NE8 - Drainage Ditch Improvement 23rd: Rouse - Tucker	Utility Operating	-	-	-	-	80,000
SE11 - Drainage Ditch Improvement Elm: English & Hudson	Utility Operating	-	-	-	-	65,000
NE7 - Culvert Free Kings Hwy	Utility Operating	-	-	-	-	20,000
Sub-total		\$ 475,414	\$ 300,000	\$ 590,000	\$ 4,230,000	\$ 4,460,000
Water Treatment Plant						
WTP Assessment, Gap Analysis, Regulatory Review with 20-Year Plan	Utility Operating	\$ 140,000	\$ -	\$ -	\$ -	\$ -
Water Well #8 - Pump Pull & Rebuild - Scheduled Maintenance	Utility Operating	50,000	-	-	-	-
Water Well #9 - Pump Pull & Rebuild - Scheduled Maintenance	Utility Operating	50,000	-	-	-	-
Pine Street Reservoir Generator	Utility Operating	40,000	-	-	-	-
WTP Odor Control System	Bond Funds	-	200,000	-	-	-
Bulk Water Purchasing Station	Utility Operating	-	20,000	-	-	-
WTP Boiler Replacement	Utility Operating	-	-	35,000	-	-
Air Handling Unit Replacement	Utility Operating	-	-	-	200,000	-
Permanent H2S Solutions	Unidentified	-	-	-	-	3,000,000
WTP Elevator Rehabilitation	Utility Operating	-	-	-	-	100,000
Sub-total		\$ 280,000	\$ 220,000	\$ 35,000	\$ 200,000	\$ 3,100,000

City of Pittsburgh
Five-Year Capital Improvement Plan

Project Name	Source	2023 Adopted	2024 Planned	2025 Planned	2026 Planned	2027 and Beyond
Wastewater Collection						
Sewer Basin 7B Center Portion	Utility Operating	\$ 889,416	\$ -	\$ -	\$ -	\$ -
Sewer Basin 3A	Utility Operating	-	376,000	-	-	-
Sewer Basin 7B North Portion	Utility Operating	-	-	239,000	-	-
Sewer Basin 4B	Utility Operating	-	-	212,500	-	-
Sewer Basin 7A	Utility Operating	-	-	-	103,000	-
Sewer Basin 5A	Utility Operating	-	-	-	95,000	-
Sewer Basin 6	Utility Operating	-	-	-	70,000	-
Sewer Basin 4C	Utility Operating	-	-	-	-	51,000
Sewer Basin 2C	Utility Operating	-	-	-	-	27,000
Sewer Basin 5B	Utility Operating	-	-	-	-	19,000
	Sub-total	\$ 889,416	\$ 376,000	\$ 451,500	\$ 268,000	\$ 97,000
	Utility Total	\$ 1,929,830	\$ 54,161,000	\$ 3,106,500	\$ 5,635,500	\$ 15,007,000
	Grand Total	\$ 8,994,830	\$ 94,371,000	\$ 12,906,500	\$ 58,961,875	\$ 102,371,086



Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Economic Development Director

DATE: November 2, 2022

SUBJECT: November 8, 2022 Agenda Item
Finishing Touch (Jefferson Street location) project

The Finishing Touch, a family owned and operated Pittsburg business for 40 years, has grown to become one of the country's premiere wholesale picture framers. This is due, in part, to the company's close relationship with Miller's Professional Imaging, which The Finishing Touch serves through its 808 East Jefferson location.

This growth has prompted a need for infrastructure improvements to the 808 East Jefferson facility, which will provide The Finishing Touch with added employment and freight delivery capacity. The improvement project represents a \$250,000 investment by The Finishing Touch, and is expected to add ten new permanent positions. The company's current workforce stands at 35 permanent and 25 seasonal positions.

A considerable portion of the project is the placement of two 42-inch drainage pipes to accommodate stormwater drainage as required by the City. These two pipes represent a cost of approximately \$100,000, which will be the responsibility of The Finishing Touch.

The company recently applied for an economic development incentive package to assist with this project. The Economic Development Advisory Committee (EDAC) considered this request at its October 5, 2022, meeting and voted to allocate \$25,000 in non-repayable funds (predicated on an expected \$250,000 investment by The Finishing Touch) towards the project with the City's funds to be used exclusively for infrastructure improvements.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, November 8, 2022. Action being requested is approval or denial of the EDAC

recommendation to provide \$25,000 to assist with infrastructure improvements associated with The Finishing Touch's improvement project at its 808 East Jefferson location.

11. Number of years to retire loan: 10
12. List previous loans and credit references:
GN Bank (Pittsburg)

II. USE OF LOAN PROCEEDS

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

III. LOAN PROPOSAL

1. Will the loan refinance an existing project? NO
2. Will the loan proceeds be used to expand or replace an existing facility? _____
3. Is the applicant presently located in the City of Pittsburg? YES
4. What type and size of building will be constructed?
Parking lot
5. Name and address of contractor and/or architect:
Groundbreakers Construction
6. What type of equipment will be financed? NONE

(b) Describe nature of the competition: _____

IV. LOAN ANALYSIS

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

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

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

3. Has the applicant investigated conventional financing?

GN Bank is providing loan

V. PROPOSED LOCATION

1. Location of the proposed facility: 808 E. Jefferson

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

3. What percentage of the facility will be occupied by the applicant? 100%

4. Is the prospective location properly zoned? YES

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

VI. OWNERSHIP AND MANAGEMENT

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

S corporation (Kansas)

Note relationship to a parent company: _____

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

\$ _____

Please explain The Finishing Touch has ~~ex~~ budgeted to pay at least 10% of the costs.

3. Describe all threatened or outstanding litigation

NONE

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

VII. MEASURE OF ECONOMIC GROWTH AND BENEFIT

1. What dollar amount of sales is contemplated? _____

2. What percentage of sales will be sold locally? _____

4. How many people will the project employ:

Type: Professional _____

Technical _____

Clerical _____

General Labor _____

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

6. What is ratio of loan fund dollars to jobs created? _____

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

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

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

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

Ruthellen Simpson
Signature

9-21-22
Date

Sec/Treas
Title