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CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, November 24, 2009
5:30 PM

CALL TO ORDER BY THE MAYOR:

- a. Invocation provided by Jim Aikins, First Christian Church
- b. Flag Salute Led by the Mayor
- c. Public Input

EXECUTIVE SESSION:

- a. Executive Session - An Executive Session is necessary for discussion regarding the confidential affairs of a corporation. **Motion to recess into Executive Session for approximately 30 minutes for discussion regarding the confidential affairs of a corporation.**

CONSENT AGENDA:

- a. Approval of the minutes of the November 10, 2009, City Commission Meeting.
- b. Approval of the re-appointment Christy Watt to a second four-year term on the Parks & Recreation Advisory Board effective January 1, 2010 and to expire on December 31, 2013.
- c. Approval of the reappointment of Tim Bailey to a second three-year term as a member of the Board of Zoning Appeals effective January 1, 2010 and to expire December 31, 2012.
- d. Approval of the recommendation of the Parks and Recreation Department to increase the fees for the usage of the Four Oaks RV Park.
- e. Approval of the recommendation of the Parks and Recreation Department to increase the fees for Mt. Olive Cemetery.
- f. Approval of request of Habitat for Humanity of Crawford County, Kansas for the City to waive the building permit, sewer tap and water tap fees for their next project at 1006 E. 14th Street for an estimated total of \$952.

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
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- g. Approval of a three-year elevator maintenance contract for the City's five passenger elevators, one freight elevator, and one stage lift to KONE, Inc., of Springfield, Missouri, on the basis of their low bid meeting specifications of \$13,188.00 per year, and authorization for the Mayor to sign the contract on behalf of the City.
- h. Approval of Resolution No. 1095 consenting to participate in a Kansas Enterprise Zone nonmetropolitan region and confirming support for the qualifying Regional Strategic Plan and requesting the Secretary of Commerce approve Crawford County as a Kansas Enterprise Zone Designated Non-Metropolitan Business Region and, if approved, authorize the Mayor to sign the Resolution on behalf of the City.
- i. Approval of staff recommendation to join the Southwest Missouri Development Alliance (SWMA).
- j. Approval of staff request to seek bids for the purchase of Police Department fleet vehicles for FY2010.
- k. Approval of a a five-year tax exemption to Progressive Products for a 20,000 square foot addition to their manufacturing facility located in the Pittsburg Airport Business Park.
- l. Approval of the Appropriation Ordinance for the period ending November 25, 2009, subject to the release of HUD expenditures when funds are received. **ROLL CALL VOTE.**

CONSIDER THE FOLLOWING:

- a. RESOLUTION NO. 1096 - Consider Resolution No. 1096, approving the issuance by The City of Wichita, Kansas, of certain Hospital Facilities Refunding Revenue Bonds in an aggregate principal amount of not to exceed ninety five million dollars (\$95,000,000) for the purposes of refunding certain outstanding 1999 Hospital Facilities Improvement and Refunding Revenue Bonds. **Approve or disapprove Resolution No. 1096 and, if approved, authorize the Mayor to sign the Resolution on behalf of the City.**

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, November 24, 2009
5:30 PM

- b. **BESSE HOTEL - FORGIVABLE LOAN** - Approval of a forgivable loan in the amount of \$200,000 to the Downtown Pittsburg Partners LP for renovation of the Besse Hotel. **Approve or disapprove forgivable loan and, if approved, authorize the Mayor to sign the appropriate documents.**

- c. **BESSE HOTEL - PARKING LOT LEASE** - Approval of a 50 year parking lot lease with Downtown Pittsburg housing Partners, L.P. for the Besse Hotel renovation. **Approve or disapprove parking lot lease and, if approved, authorize the Mayor to sign the appropriate documents.**

- d. **2010 FEES AND CHARGES - DEPARTMENT OF PUBLIC WORKS** - Staff is requesting authorization to increase certain Building Permit, Planning-Inspection-Engineering, Nuisance Abatement and Airport fees and to acknowledge leaving fuel sales at the Atkinson Municipal Airport at the current amounts. **Approve or disapprove request.**

- e. **ROSE AND BROADWAY TRAFFIC SIGNAL** - Staff is requesting consideration of the removal of the traffic signal at Rose and Broadway. **Approve or disapprove request and, if approved, direct staff to take the appropriate action.**

- f. **DISPOSITION OF BIDS - MEADOWBROOK MALL LIFT STATION REPLACEMENT** - Staff is recommending award of the bid for the Meadowbrook Mall Lift Station Replacement Project to low bidder, Sprouls Construction, Inc., of Lamar, Missouri, based on their bid of \$310,678. **Approve or disapprove low bid and, if approved, authorize the Mayor to execute the contract documents when prepared.**

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, November 24, 2009
5:30 PM

- g. DISPOSITION OF BIDS - SE PUMP STATION IMPROVEMENTS - Staff is recommending award of the bid for the SE Pump Station Improvements Project, KWPCRF Project No. C20 1818 01A, to LaForge and Budd Construction Co., Inc., of Parsons, Kansas, with a low base bid of \$677,000, Alternate #1 (Sluice Gate Replacement) in the amount of \$95,000 and Alternate #2 (Flow Monitor Installation) in the amount of \$43,000 for a total project bid of \$815,000. Staff is also recommending that the bid for Alternate #3 (Air Release Valves) in the amount of \$55,000 be rejected. **Approve or disapprove low bid and, if approved, authorize the Mayor to execute the contract documents when prepared. Approval to be subject to approval by KDHE.**

- h. AIRPORT ADVISORY COMMITTEE APPOINTMENTS/REAPPOINTMENT - Staff is requesting that the Governing Body reappoint Cliff Hix to the Airport Advisory Committee for a second term to expire December 31, 2012 and appoint two additional members for new terms also to expire December 31, 2012. **Reappoint Cliff Hix to a second term on the Airport Advisory Committee and appoint two new members to the Committee.**

- i. PLANNING AND ZONING COMMISSION APPOINTMENT/REAPPOINTMENTS - Staff is requesting that the Governing Body reappoint Gary Falcetto and Laura Klusener to the Planning and Zoning Commission for second terms to expire December 31, 2012 and appoint one additional member for a new term also to expire December 31, 2012. **Reappoint Gary Falcetto and Laura Klusener to second terms on the Planning and Zoning Commission and appoint one new member to the Committee.**

NON-AGENDA REPORTS & REQUESTS:

ADJOURNMENT

OFFICIAL MINUTES
OF THE
GOVERNING BODY
OF THE
CITY OF PITTSBURG, KANSAS
November 10th, 2009

A Regular Session of the Board of Commissioners was held at 5:30 p.m., Tuesday, November 10th, 2009, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor Rudy Draper presiding and the following members present: Marty Beezley, Pamela Henderson, Patrick O'Bryan and William H. Rushton.

Jim Sukraw, First Church of the Nazarene, provided the invocation.

Mayor Draper led the flag salute.

Mayor Draper proclaimed the two-sided Immigrant Park and Miners Memorial ornament as the official Christmas ornament of the City of Pittsburg for 2009.

APPROVAL OF MINUTES – OCTOBER 27th, 2009 - On motion of Beezley, seconded by O'Bryan, the Governing Body approved the minutes of the October 27th, 2009, City Commission Meeting as submitted. Motion carried.

ORDINANCE NO. G-1078 – On motion of Beezley, seconded by O'Bryan, the Governing Body approved Ordinance No. G-1078, amending Section 82-141 of the Pittsburg City Code fixing rates and minimum charges for sewer service, on second reading with the following roll call vote: Yea: Beezley, Draper, Henderson, O'Bryan, and Rushton. Motion carried.

ORDINANCE NO. G-1079 – On motion of Beezley, seconded by O'Bryan, the Governing Body approved Ordinance No. G-1079, amending Section 82-111 of the Pittsburg City Code fixing rates and minimum charges for water service, on second reading with the following roll call vote: Yea: Beezley, Draper, Henderson, O'Bryan, and Rushton. Motion carried.

RESOLUTION NO. 1093 – On motion of Beezley, seconded by O'Bryan, the Governing Body approved Resolution No. 1093, amending Resolution No. 1080 establishing Equivalent Residential Unit, ERU Rate and undeveloped property rate; and providing an effective date of January 1, 2010. Motion carried.

DISPOSITION OF BIDS - COPY MACHINE LEASE – On motion of Beezley, seconded by O'Bryan, the Governing Body approved staff recommendation to award the bid for a new two-year lease for ten copy machines to Copy Products, of Pittsburg, Kansas, based on their low bid amount of \$3,167.74 per month. Motion carried.

DISPOSITION OF BIDS – SALT STORAGE BUILDING – On motion of Beezley, seconded by O'Bryan, the Governing Body approved the low bid in the amount of \$6,678 to DeLange Equipment, of Girard, Kansas, for the Salt Storage Building. Motion carried.

OFFICIAL MINUTES
OF THE
GOVERNING BODY
OF THE
CITY OF PITTSBURG, KANSAS
November 10th, 2009

CEREAL MALT BEVERAGE LICENSE – On motion of Beezley, seconded by O'Bryan, the Governing Body approved the application submitted by Sunshine Energy, LLC for a Cereal Malt Beverage license for the convenience store located at 2401 South Rouse for the year 2009 and directed the City Clerk to issue the license. Motion carried.

APPROPRIATION ORDINANCE – On motion of Beezley, seconded by O'Bryan, the Governing Body approved the Appropriation Ordinance for the period ending November 12th, 2009, subject to the release of HUD expenditures when funds are received, with the following roll call vote: Yea: Beezley, Draper, Henderson, O'Bryan and Rushton. Motion carried.

69 BYPASS SANITARY SEWER REPLACEMENT - Staff provided the Governing Body with an update on the 69 Bypass Sanitary Sewer Replacement Project. Following the update, it was the consensus of the Governing Body to submit a letter to the State requesting assistance with the subsidence on this project as a result of mining activity as well as consideration of activity throughout the City.

JUMPS AT 23rd STREET BIKE PARK – Following a verbal presentation by Ron Light and John Harrison regarding plans for jumps at the 23rd Street Bike Park, on motion of Henderson, seconded by O'Bryan, the Governing Body approved the plans as provided. Motion carried.

DISPOSITION OF BIDS - PITTSBURG HISTORIC LIBRARY NEW EAST ENTRY VESTIBULE – On motion of Beezley, seconded by Henderson, the Governing Body awarded the bid for the Pittsburg Historic Library New East Entry Vestibule Project to the low bidder, Tri-State Construction, of Pittsburg, Kansas, based on their bid of \$104,867 for the base bid and also their bid of \$9,500 for Alternate #1 (Power Door System) for a total bid amount of \$114,367, and authorized the Mayor to sign the contract documents once they are prepared. Motion carried.

FACADE GRANT APPLICATION - MIRZA SHRINE - 110 WEST 5th STREET – On motion of O'Bryan, seconded by Rushton, the Governing Body approved a Facade Grant Application submitted by the Mirza Shrine, owner of the property located at 110 West 5th Street, in the amount of \$8,600.00, with the conditions that the applicant completes all work as presented in the application, meets or increases financial contribution toward facility upgrade matching costs, and passes fire re-inspection, and authorized the Mayor to sign the appropriate documents. Motion carried.

OFFICIAL MINUTES
OF THE
GOVERNING BODY
OF THE
CITY OF PITTSBURG, KANSAS
November 10th, 2009

NON-AGENDA REPORTS AND REQUESTS –

Mayor Draper thanked the men and women serving in the Armed Forces and invited everyone to attend the Veterans Day ceremony to be held on Wednesday, November 11th, 2009, at the Pittsburg State University Veterans Memorial.

ADJOURNMENT: On motion of Beezley, seconded by Henderson, the Governing Body adjourned the meeting at 6:08 p.m. Motion carried.

Rudy Draper, Mayor

ATTEST:

Tammy Nagel, City Clerk



Interoffice Memorandum

TO: John VanGorden
FROM: Jeff Wilbert
DATE: November 17, 2009
SUBJECT: Agenda Item – November 24, 2009
Re-appointment to Parks & Recreation Advisory Board

The first term for Christy Watt will expire on December 31, 2009. She is eligible for re-appointment and has expressed an interest in remaining on the board.

Would you please place this item on the agenda for the City Commission meeting scheduled for November 24, 2009. The action necessary will be to re-appoint Christy Watt for a second term to the Parks & Recreation Advisory Board.

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



Interoffice Memorandum

TO: JOHN D. VANGORDEN
Interim City Manager

FROM: TODD KENNEMER
Assistant Director of Public Works

DATE: November 16, 2009

SUBJECT: Agenda Item – November 24, 2009
Reappointment to Board of Zoning Appeals

The term of Tim Bailey as a member of the Board of Zoning Appeals expires December 31, 2009. Mr. Bailey is serving a first term and is eligible for reappointment and has indicated he would be willing to serve another term.

In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, November 24, 2009. Action being requested is reappointment of Tim Bailey to serve a second term to expire December 31, 2012.

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

cc: Tammy Nagel, City Clerk
Board of Zoning Appeals File
Memo File



Interoffice Memorandum

TO: John VanGorden
FROM: Jeff Wilbert
DATE: November 17, 2009
SUBJECT: Agenda Item – November 24, 2009
Changes to the Fee for Four Oaks RV Park

The Parks & Recreation Department would like to request that the fee for the Four Oaks Golf Course RV Park be increased for 2010. The fee is currently \$12.00 per day for the first seven days and \$14.00 per day after that. The department would like to purpose one fee of \$15.00 per day.

Would you please place this item on the agenda for the City Commission meeting scheduled for November 24, 2009. The action necessary will be changes made to the fee for the use of spaces at Four Oaks RV Park. If you have any questions please do not hesitate to contact me.



Interoffice Memorandum

TO: John VanGorden
FROM: Jeff Wilbert
DATE: November 17, 2009
SUBJECT: Agenda Item – November 24, 2009
Changes to the Fees for Mt. Olive Cemetery

The Parks & Recreation Department would like to request that some of the fees for Mt. Olive Cemetery be increased. The department did some comparison pricing to a few of the other area cemeteries and our fees are considerably lower and have not been increased for several years. Attached is a sheet with the comparison prices and what the department would like see the prices raised to.

Would you please place this item on the agenda for the City Commission meeting scheduled for November 24, 2009. The action necessary will be changes made to some of the fees for Mt. Olive Cemetery. If you have any questions please do not hesitate to contact me.

Comparison Pricing for Cemetery Fees

	Mt. Olive Cemetery	Highland Park Cemetery	Garden of Memories
Space	\$500.00	\$795.00	\$747.50
Proposed Increase	\$650.00		
Open Grave (weekdays)	\$500.00	\$795.00	\$750.00
Open Grave (weekends)	\$50.00	\$200.00	\$200.00
Proposed Increase (weekdays)	\$650.00		
Proposed Increase (weekends)	\$100.00		
Cremations (weekdays)	\$125.00	\$495.00	\$525.00
Cremations (weekends)	\$175.00	\$695.00	\$725.00
Proposed Increase (weekdays)	\$300.00		
Proposed Increase (weekends)	\$400.00		



Interoffice Memorandum

TO: JOHN D. VANGORDEN
Interim City Manager

FROM: WILLIAM A. BEASLEY
Director of Public Works

JOHN H. BAILEY, P.E., PhD
Director of Public Utilities

DATE: November 16, 2009

SUBJECT: Agenda Item – November 24, 2009
Habitat for Humanity of Crawford County, Kansas
Request to Waive Building Permit, Sewer Tap and Water Tap Fees

Habitat for Humanity of Crawford County, Kansas has submitted a request to the City asking that the building permit, sewer tap and water tap fees be waived for their next project at 1006 E. 14th Street. By doing so, this will reduce building expenses and will allow them to move ahead with greater speed toward their goal of providing simple, decent and affordable housing for people in need. The City of Pittsburg partnered with Habitat for Humanity on seven other occasions by waiving building permit fees. The City has also donated land to construct one of these homes.

This is the fifth request the City has received to waive the sewer and water tap fees in addition to the building permit fees. The water tap will be \$552, the sewer tap fee will be \$50 and the building permit fee will be approximately \$350 for an estimated total of \$952.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, November 24, 2009. Action necessary will be approval or disapproval of this request.

cc: Tammy Nagel, City Clerk
Andy Huyett, Building Official
Building File
Memo File



Interoffice Memorandum

TO: John VanGorden, Interim City Manager

FROM: Tammy Nagel, City Clerk

DATE: November 17, 2009

SUBJECT: Agenda Item – November 24th, 2009 City Commission Meeting
Disposition of Bids - Elevator Maintenance Contract for City of
Pittsburg facilities

Bids were received on October 20th, 2009, for the maintenance contract for all elevators/lifts in the City of Pittsburg system. This contract covers five hydraulic passenger elevators (one at City Hall, one at Fire Station No. 1, one at the Police Department, and two at Memorial Auditorium), one hydraulic freight elevator (Water Treatment Plant), and one stage lift (Memorial Auditorium) for a three year time period (January 1st, 2010 through December 31st, 2012). Bid notices were sent to the authorized dealers in our area, which are ThyssenKrupp Elevator of Ozark, Missouri, and KONE Inc. of Springfield, Missouri, as well as advertised in The Morning Sun and on the City's webpage.

KONE, Inc. submitted the lone bid in the amount of \$13,188 per year. Our current contract is with KONE, Inc. for an annual amount of \$11,260.

Please place this item on the agenda for the November 24th, 2009, City Commission Meeting. Action needed is review of the recommendation, and if approved, award of the bid to KONE Inc., for an annual charge of \$13,188.

If you have any questions, please call. Thanks!

Attachments: Bid Tab Sheet
Elevator Maintenance Contract

Bid Recapitulation Sheet

CITY OF PITTSBURG Elevator & Lift Maintenance

Tuesday, October 20th, 2009 – 2:00 p.m.
City Commission Room, City Hall

Name/Address of Bidder	Total Annual Charge for all Services Specified
KONE Inc. 211 South Union Suite D Springfield, Missouri 65802	\$13,188.00



**PLUS (COMPLETE MAINTENANCE) AGREEMENT
FOR
VERTICAL TRANSPORTATION**

PURCHASER (Equipment Owner):

City of Pittsburg
201 West 4th Street
Pittsburg, KS 66762

SERVICE LOCATION:

City Hall 201 West 4th Street (1) passenger Elevator
Fire Station No 1 911 West 4th Street (1) passenger Elevator
Law Enforcement Center 201 North Pine (1) passenger Elevator
Water Treatment Plant 522 South Free King Highway (1) freight Elevator
Memorial Auditorium 501 North Pine (2) passenger Elevators, (1) stage lift

EQUIPMENT DESCRIPTION

Make	Model	Freight		Passenger		Escalator	Walk	Other
		Traction	Hydraulic	Traction	Hydraulic			
	Microprocessor				6			1

This contract/agreement, dated 10/20/2009, by and between City of Pittsburg, (Purchaser) and KONE Inc. (Contractor) is for Complete Maintenance for the vertical transportation located at City of Pittsburg.

KONE and Purchaser, in consideration of the terms, covenants & conditions set forth, hereby agree as follows:

PERFORMANCE

KONE will systematically examine, maintain, adjust and lubricate the equipment. In addition, unless specifically excluded elsewhere, KONE will repair or replace the following if the repair or replacement is, in KONE's judgment, necessitated by normal wear and tear.

CONTRACT PRICE

KONE in consideration of **\$3,297.00 (THREE THOUSAND TWO HUNDRED NINETY-SEVEN AND 00/100 DOLLARS)** payable by Purchaser quarterly in advance (equivalent to **\$1,099.00/month**), hereby agrees to furnish services herein described on the equipment within the agreement.

HYDRAULIC ELEVATORS

MICROPROCESSOR HYDRAULIC ELEVATOR SYSTEM COMPONENTS AND RELAY LOGIC COMPONE

CONTROL SYSTEM

Controller cabinet, machine room connection board, LCE CPU board, safety relay assembly, hydraulic level shifter board, power supply, transformers, contactor panels, bypass switches, relays, fuses, motor starters and accessories, *SELECTOR, DISPLAY TIMERS AND RESISTORS*

KONE First Service technicians will be equipped with necessary field diagnostic and service tools. Microprocessor software examinations will be conducted to ensure dispatching and motion control systems are operating at proper levels.

POWER UNIT

Enclosure, pump, motor, valves, power transmission elements between the pump and motor, strainers, mufflers, gaskets and all other accessories.

HYDRAULIC SYSTEM ACCESSORIES

Exposed piping, fittings, jack packing and accessories, such as vibration dampeners and silencers between the pumping unit and the jack unit. Hydraulic fluid, heating or cooling elements, insulation and accessories installed by the elevator equipment manufacturer for controlling oil temperature.

CAR EQUIPMENT

Car panel connect board, car operating board, car top inspection station, floor leveling unit assembly, switch tree assembly and floor controllers.

ELECTRICAL

Electrical wiring, conduit, ducts, and traveling cables from the elevator equipment to the machine room mainline disconnect switch, and hoistway outlets.

HOISTWAY AND PIT EQUIPMENT

Landing and slowdown switches, limits and car buffers.

RAILS AND GUIDES

Guide rails, guide shoe gibs and rollers. Guide rails will be properly lubricated, except where roller guides are used.

DOOR EQUIPMENT

Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs and auxiliary door closing devices.

INSERT ATTACHED PARAGRAPH A

SIGNALS AND ACCESSORIES

Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, lobby control panels, car operating panels, fireman's service equipment and all other signal and accessory facilities furnished and installed as an integral part of the elevator equipment.

Re-lamping of signal fixtures is included only during KONE's systematic examinations. Service requests related to re-lamping of signal fixtures will be considered billable.

HOUSEKEEPING

Purchaser and KONE have a shared responsibility to clean elevator machine rooms, pit areas, hoistway equipment including rails, interlocks, hoistway door hangers and tracks, relating devices, switches, buffers and car tops.

LUBRICANTS

KONE will use lubricants compounded under OEM's specifications or equal.

HOURS OF SERVICE

All work covered under this Agreement is to be performed during the regular working hours of regular working days of the elevator trade, unless otherwise indicated herein.

KONE SERVICE CENTER

The KONE Service Center is available 24-hours a day, seven days a week to respond to all calls and dispatch a service technician if necessary. In the unlikely event of an entrapment, a highest priority response will be given. If your unit is equipped with remote monitoring capabilities, KONE reserves the right to utilize this functionality and the phone line for the unit to collect data related to the use and operation of your equipment.

SERVICE REQUESTS (CALLBACKS)

This Agreement covers minor adjustment service requests during the regular working hours of regular working days of the elevator trade, unless otherwise indicated herein.

If Purchaser should require, at any time, service requests (unless included above) to be made on overtime, Purchaser will be charged only for the difference between KONE's regular hourly billing rate and KONE's regular overtime billing rate applicable for each overtime hour worked. All work outside the scope of this Agreement is to be performed by KONE at an agreed upon rate.

Service requests are defined as minor adjustments, corrections or emergency entrapments that require immediate attention and are not caused by reasons beyond KONE's control. Service requests do not include work that requires more than one technician or more than two hours to complete.

TESTS

KONE will perform the following tests on the equipment:

HYDRAULIC ELEVATOR

A pressure relief test and a yearly leakage test as required by the A.S.M.E. A-17.1 code.

EXCLUSIONS

KONE assumes no responsibility for the following items or services, which are excluded from the Agreement:

ELEVATOR

Refinishing, repairing, replacement or cleaning of car enclosure, gates and/or door panels, door pull straps, hoistway enclosure, rail alignment, hoistway doors, door frames, sills, hoistway gates, finished flooring, power feeders, switches, their wiring and fusing, car light diffusers, ceiling assemblies and attachments, smoke or heat sensors, fireman's phone devices, intercoms, music systems, media displays, card-readers or

other security systems, light tubes and bulbs, pit pumps, emergency power generators, hydraulic cylinder, unexposed piping, disposal of or clean-up of waste oil or any contamination caused by leaks in the hydraulic cylinder or unexposed piping. KONE shall not be obligated to perform or keep records of firefighter's service testing, unless specifically included in this agreement.

GENERAL

KONE shall not be obligated to: make safety tests other than those specified herein; install new attachments or equipment adjustments, whether or not recommended or directed by insurance companies or by federal, state, municipal, ASME codes or other governmental or non-governmental authorities; make changes or adjustments required by new or retroactive code changes; perform tests or correct outstanding violations or deficiency lists cited by code authorities or any third party agency prior to the effective date of this agreement; make renewals or repairs necessitated by fluctuations in the building AC power systems, adverse machine room conditions (including temperature variations below 80 degrees and above 90 degrees Fahrenheit), excessive humidity, adverse environmental conditions, water damage, prior water exposure, rust, fire, explosion, acts of God, misuse, vandalism, theft, war, acts of government, labor disputes, strikes, lockouts or tampering with the elevator equipment by unauthorized personnel; make repairs or renewals for damage or deterioration caused by UV rays; make renewals or repairs necessitated by negligence or misuse of the equipment or any other cause beyond its control except ordinary wear and tear. KONE will maintain the equipment performance and its components to the operating condition at the effective date of this agreement.

Obsolete items are excluded from this agreement. Obsolete items and the labor to replace them will be at the owner's expense. Obsolete items (including, but not limited to, assemblies, parts, components or systems) are defined as follows: An item for which the original design is no longer regularly manufactured by the OEM or the original item has been replaced with an item of different design. No exception to this exclusion will be made for items defined as obsolete above simply because they can be custom made or acquired at any price. Any modifications to existing equipment necessary to accommodate replacement components will also be at the owner's expense. KONE will not be required to furnish reconditioned or used parts.

INDEMNITY CLAUSE

~~Purchaser shall indemnify, defend and save harmless KONE from and against liabilities, losses and claims of any kind or nature imposed on,~~

~~incurred by, or asserted against KONE arising out of the concurrent, active or passive negligence of KONE in any way connected with the services provided under this Agreement or the use or operation of the equipment. Purchaser hereby waives any and all rights of recovery, arising as a matter of law or otherwise, which Purchaser might now or hereafter have against KONE.~~ SEE BID FORM 4WA KONE LETTER OF CLARIFICATION

PURCHASER ASSURANCES

Purchaser agrees to: furnish KONE with a list of authorized personnel responsible for building operations; provide KONE with a complete set of as-built wiring diagrams; to shut down the equipment and notify KONE for repair, in the event that the equipment is not functioning properly; notify KONE in the event of any injury or accident in or about the equipment included in this agreement (verbal notification must be provided immediately and written notification must be provided within seven days); perform the monthly firefighter's service testing and keep record of such tests, if required and not specifically included elsewhere herein; annually maintain the mainline disconnect switch by a certified electrician and repair as necessary; provide safe access to the equipment and machine room areas for service and keep all machine rooms and pit areas free from water, stored materials and debris; remove and dispose of any hazardous materials, water or waste according to applicable laws and regulations; provide a safe workplace for KONE personnel; contact KONE immediately if you are ever less than very satisfied with KONE's performance. Purchaser shall at all times be solely liable for the proper use of the equipment. Purchaser agrees to post any and all instructions and warnings to passengers related to the use of the equipment. Purchaser shall not permit anyone other than KONE to make repairs, additions, modifications, upgrades or adjustments to the equipment covered herein during the term of the agreement.

CONTRACT TERM

The service specified will be furnished from the effective date stated herein, and shall continue for an initial, non-cancelable term of ONE (1) years. This Agreement will automatically renew for successive terms of ONE (1) years thereafter. Either party may terminate this Agreement either at the end of the initial ONE (1) year term or at the end of any subsequent ONE (1) year term by giving the other party ninety (90) days written notice, via certified mail, prior to the expiration date of the Agreement, the expiration date being ONE (1) years from the effective date of this agreement or ONE (1) years from the effective date of any subsequent renewal term. ~~The parties acknowledge that premature cancellation of this Agreement or delayed notice of termination shall~~

~~constitute a material breach of contract and the entire remaining amount of the contract will accelerate and become due to KONE as liquidated damages.~~ In the event of the sale, lease or other transfer of the ownership of the equipment described herein, or the premises in which it is located, Purchaser agrees to see that such Purchaser is made aware of this Agreement and assumes and agrees to be bound by the terms hereof for the balance of the Agreement. KONE may, at its sole discretion, temporarily suspend upon written notice or terminate entirely upon thirty (30) days' written notice this Agreement at any time due to the Purchaser's breach of contract. In the event of circumstances presenting a safety hazard to the riding public or KONE's technicians (including, but not limited to, Purchaser's act of creating or allowing unsafe practices or conditions or Purchaser's failure to authorize necessary repairs or upgrades), KONE may immediately terminate this Agreement in its entirety upon written notice.

PRICE ADJUSTMENTS

The contract price will be adjusted annually on January 1 of each year of the contract. The payment adjustment will reflect the increase or decrease in labor costs.

Labor

100% of the current contract price will be increased or decreased by the percent increase or decrease in the straight time hourly labor cost. The current straight time labor cost is the sum of the straight time hourly rate plus the cost of fringe benefits (fringe benefits include but are not limited to welfare, pension, vacations, paid holidays, insurance, and other union contributions) paid to elevator examiners in the locality the equipment is maintained.

KONE reserves the right to additionally adjust the contract price under extraordinary circumstances if the cost of fuel (based on the Producer Price Index of Commodities for Gasoline), insurance or other administrative expenses increase.

PAYMENT TERMS

Payments are due within ten (10) days of date of invoice. A delinquent payment charge calculated at the rate of 1½% per month, or if such rate is usurious then at the maximum rate under applicable law, shall be applied to delinquent payments. In the event of default of the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, all attorney fees, collection cost or court cost in connection therewith. Failure to pay any sum due by Purchaser within sixty (60) days will be a material breach. KONE may at KONE's option declare all

sums due or to become due for the unexpired term immediately due and payable as liquidated damages, and until the same are paid, KONE may suspend service, and be discharged from further obligations under the contract. If KONE exercises its right to suspend service, KONE shall not be responsible for injury or damage resulting from the lack of service. When service is resumed, Purchaser will be responsible for any costs KONE incurs as a result of the lapse in service.

These payment terms shall also be applicable to any charges for work outside the scope of this Agreement.

PERFORMANCE CLAUSE

Purchaser may, at any time and at Purchaser's expense, call for an independent elevator consulting firm to evaluate KONE's performance within the scope of this contract. The elevator consulting firm shall be mutually agreed upon by Purchaser and KONE.

If it is found KONE is not complying with the terms of this Agreement, a detailed report shall be submitted to KONE outlining the specific requirements and a minimum period of ninety (90) days shall be allowed for KONE to correct the corresponding non-compliance.

In the event KONE fails to correct the noted material items within the allowed time, Purchaser shall have the right to terminate this Agreement by giving KONE ninety (90) days written notice. Notwithstanding this right, Purchaser remains obligated to pay all previously outstanding balances owed KONE.

TAX

Purchaser shall pay, in addition to the price, any tax imposed upon Purchaser by any existing or future law and the amount of tax imposed upon KONE, KONE's suppliers or Purchaser under any statute, court decision, rule or regulation currently effective or becoming effective after the date of this Agreement which is based upon or incident to the transfer, use, ownership, or possession of the materials or equipment involved in the performance hereof or the services rendered, hereunder.

OBLIGATIONS OF THE PARTIES

~~Nothing in this Agreement shall be construed to mean that KONE assumes any liability of any nature whatsoever arising out of, relating to or in any way connected with the use or operation of the equipment covered by this Agreement. Purchaser shall be solely responsible for supervising the use of the equipment and for taking such steps~~

including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment.

Purchaser shall at all times and at Purchaser's own cost, maintain a commercial general liability policy covering bodily injury and property damage with the limits of liability Purchaser's customarily carry for the life of this contract (naming KONE as an additional insured) arising out of the services provided under the Agreement and/or the ownership, maintenance, use or operation of the equipment described herein.

Neither KONE nor its affiliates shall be liable for any loss, damage, detention or delay caused by accidents, strikes, lockouts, material shortages or by any other cause which is beyond its reasonable control, ~~or in any event, for incidental or consequential damages.~~ KONE shall not be liable for any work, service or material other than that specifically mentioned herein.

KONE will not be liable for any indirect, consequential, or special damages including but not limited to fines, penalties, loss of profits, goodwill, business or loss of use of equipment or property.

ADDITIONAL TERMS

This Agreement shall constitute, exclusively and entirely, the agreement for the service described and all prior representations or agreements relating thereto, whether written or verbal, shall be deemed to be merged herein and this Agreement including changes in or additions to shall not be binding upon KONE until approved by a local Office Manager or one of its executive officers at Moline, Illinois. Submission of this contract does not void or otherwise nullify the existing contract until this new contract is signed and approved by both parties. The Terms and Conditions set forth herein shall prevail over and supersede any terms and conditions contained in any documents provided by Purchaser.

KONE disclaims any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability or fitness for a particular purpose, or noninfringement.

~~This Agreement is confidential between Purchaser and KONE and shall not be distributed to third parties.~~

~~**VENUE**~~

~~The Purchaser does hereby agree that the exclusive venue for any dispute between the~~

parties shall be in the County of Rock Island, State of Illinois.

SEE BID FORM AND KONE LETTER
DP CLARIFICATION

ACCEPTANCE

Service Agreement Effective Date: 1/1/2010

Service Agreement Number:

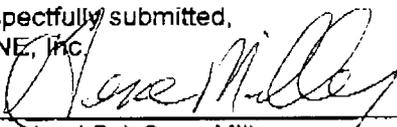
The parties to this service agreement agree to the conditions contained herein:

Signed for and on behalf of City of Pittsburg

(Signature)

(Print Name)

(Print Title)
Date: ___/___/___

Respectfully submitted, KONE, Inc.


(Submitted By) Gene Miller

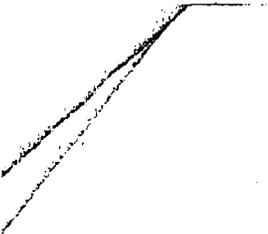
(Approved By) Authorized Representative

(Title)
Date: ___/___/___

Paragraph A

MANUAL AND POWER FREIGHT DOOR EQUIPMENT

Controller, relays, contactors, rectifiers, timers, resistors, microswitches, solid state components, door motors, chains retiring cams, interlocks, limit switches, guide shoes, sheaves, rollers, sprockets and tensioning devices.



Elevators Escalators

To

KONE Inc.
211 S. Union Suite D
Springfield, MO 65802 7501
Tel (417) 862-1174
Fax (417) 869-0353
www.kone.com
gene.miller@kone.com

Date 10/16/09

From Gene Miller

Re Letter of Clarification for City of Pittsburg Bid

The following Clarifications are made to the KONE bid.

KONE requires the General Conditions last paragraph be modified as follows:

Delete from line 6, "including, but not limited to, any" and replace with "to the extent arising out of the".

Add the following sentence to the General Conditions:

"Neither party shall be liable for incidental or consequential damages."



Interoffice Memorandum

TO: John D. VanGorden, Interim City Manager

FROM: Mark Turnbull, Director of Economic Development

DATE: November 17, 2009

SUBJECT: Agenda Item – November 24th, 2009
Kansas Enterprise Zone Resolution

Attached, please find Resolution No. 1095, designating a Kansas Enterprise Zone. State law requires the City to consent in writing to participate in a Kansas Enterprise Zone nonmetropolitan regional business program. State Statute requires updating of this process occurs every five years. On November 10th, 2009, the Crawford County Commission reviewed a regional strategic plan. A task force has been established to update the Regional Comprehensive Plan. I will be serving on the Crawford County Update Committee. This plan was approved by the County Commission on Friday, November 13th, 2009.

Please place this item on the November 24th, 2009, City Commission meeting agenda. Action requested is the approval of Resolution No. 1095.

Please feel free to contact me if you have questions or require additional information.

Attachment: Resolution No. 1095

Resolution No. 1095

A Resolution consenting to participate in a Kansas Enterprise Zone nonmetropolitan region and confirming support for the qualifying Regional Strategic Plan and requesting the Secretary of Commerce approve Crawford County as a Kansas Enterprise Zone Designated Non-Metropolitan Business Region.

WHEREAS, K.S.A. 74-50, 116(a)(2) requires the City to consent in writing to participate in a Kansas Enterprise Zone nonmetropolitan regional business program; and

WHEREAS, a regional strategic plan, required by K.S.A. 74-50, 116(c)(2), has been adopted by the Board of County Commissioners of Crawford County on March 15th, 2005; and

WHEREAS, regional business incentives of free business finance counseling and availability of revolving loan business finance provided by the Southeast Kansas Regional Planning Commission will be offered to all qualified businesses in the City; and

WHEREAS, additional city-wide business incentives of the City of Pittsburg, Kansas, will be offered to all qualified businesses in the City as follows:

1. Tax abatement policy for 100% property tax abatement from one to ten years, based on either capital investment or number of jobs created.
2. Sales tax revolving loan fund to assist qualified businesses with loans, loan guarantees, or possible investment in their business.
3. City will provide all utilities to the property line for businesses locating in one of the Business and Industrial Parks. City will also provide entrances from the city street to the business's property line when locating in one of four Industrial Parks.

WHEREAS, additional city-wide business incentive(s) are outlined and described on the official website of the City of Pittsburg; and

WHEREAS, The Governing Body of the City of Pittsburg, Kansas, chooses to participate as a Kansas Enterprise Zone designated nonmetropolitan business region as provided by K.S.A. 74-50, 116; and

WHEREAS, The Governing Body of the City of Pittsburg, Kansas, pledges to promote the continued review and update of its qualifying regional strategic plan; and

WHEREAS, the City intends this Resolution to constitute and evidence a written agreement to consent to such participation in a Kansas Enterprise Zone nonmetropolitan region with Crawford County.

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

That the Secretary of Commerce is hereby requested to re-approve Crawford County as a Kansas Enterprise Zone designated non-metropolitan business region pursuant to the Kansas Enterprise Zone Act.

Adopted by the Governing Body of the City of Pittsburg, Kansas, on this 24th day of November, 2009.

Mayor – Rudy Draper

ATTEST:

City Clerk – Tammy Nagel



Interoffice Memorandum

TO: John Van Gorden
FROM: Mark Turnbull
DATE: November 9, 2009
SUBJECT: Regional Economic Development Partnership Program

There is a clear consensus among economists and economic development experts that economic growth and competitive advantage occur at the regional level, rather than at the state or local levels. Being competitive today requires the ability to develop networks and bridge organizational and political boundaries. Pittsburg is not a single economy. The world in which we live is rather a collection of regional economies, with differing assets and liabilities, strengths and weaknesses. Therefore, the successful implementation of economic growth initiatives requires the support of regional networks composed of civic, business, investor, academic, entrepreneurial and philanthropic partners. In order to be successful in today's globally competitive environment, policy makers and economic development leaders must think, plan and act regionally. Several regions across Kansas and Missouri are well on their way to developing and executing regional growth strategies, while others are still identifying resources and leaders and beginning to form the necessary organizational networks. The evidence is clear. Regions that collaborate on economic development initiatives and sell their competitive advantages to the world will be more competitive, identify opportunities more quickly, and align resources more efficiently. In turn, their regional economies will grow faster.

In order to encourage further economic development initiatives, the Pittsburg Economic Development Department is evaluating the positive aspects of affiliating with the Southwest Missouri Development Alliance (SWMA). The SWMA is a regional economic development partnership composed of the major adjacent communities has invited Pittsburg to think, plan and act regionally, and to provide additional resource support for regional initiatives.

The objective is to build on the work already completed to define regional economies, develop regional growth strategies, accelerate effective regional economic development planning and implementation, and encourage the further development of regional leadership networks. Outcomes of the regional

partnership are to increase regional competitiveness and thereby Pittsburg's competitiveness in the following areas:

- Expanding job creation opportunities
- Workforce development / Human capital development and retention
- Entrepreneurship / Improving access to capital
- Targeting and development of industry clusters

Collectively, progress in the areas outlined above will support the broader objective of increasing the wealth of Pittsburg, enhancing regional competitiveness and empowering regional leaders to face the challenges and opportunities of economic growth.

Your review of the Case Statement and membership pledge is requested and if the Commission affirmatively concurs requests the Mayor to sign appropriate documents.



Growing Business, Strengthening Communities

*A coordinated five-year economic
development program for the Greater
Joplin region proposed for
implementation by:*

Joplin Area Chamber of Commerce

Joplin Business & Industrial Development Corporation

Southwest Missouri Development Alliance

Joseph Newman Innovation Center

and endorsed by:

Southwest Missouri Workforce Investment Board

Joplin Industrial Development Authority

Case Statement 2010-2014

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A Call to Action –

A Proactive Plan for the Greater Joplin Region

The Joplin Regional Prosperity Initiative is a five year, \$3.5 million regional economic growth initiative to benefit the Greater Joplin Region to include the immediate metro area counties of Jasper and Newton and all communities within. It will also endeavor to establish a broader regional economic development focus by promoting collaborative efforts with adjoining counties that are in the Greater Joplin Region. It is a bold, focused and coordinated private/public partnership, created and coordinated by the Joplin Area Chamber of Commerce, Joplin Business & Industrial Development Corporation, Southwest Missouri Development Alliance and the Joseph Newman Innovation Center.

According to Rob O’Brian, President of the Joplin Area Chamber and Joplin Business & Industrial Development Corporation, “When chambers, local and state economic development groups and other partners work together for common goals there will be greater degrees of success to improve our regional economy.” The partners in the initiative look forward to enhance working relationships with the other private/public partners and are expecting significant, positive results.

The next five years will be a critical period for the Greater Joplin Region. We have the unique opportunity to decide the direction of our region and seize opportunities to grow our economy. We believe our region is well positioned to pursue economic growth better than ever before. To compete with other regions across the country and world, we must pool our resources and cooperate across jurisdictional borders.

The Joplin Regional Prosperity Initiative calls for a stepped up assistance to existing businesses, business recruitment, regional marketing, small business support and the building of a stronger work force. Most important is the creation and implementation of a governance structure built on interdependence, trust and mutual benefit, and overseen by key investors. It will provide the direction, structure and resources that will maximize our various community strengths and benefit all who live and work in the region. It will be designed for implementation over the next five years (2010 – 2014).

The goals of *The Joplin Regional Prosperity Initiative* are:

- Create 4,000 new primary jobs resulting in 6,596 total jobs, paying a sustainable wage rate
- Generate direct payroll totaling \$274,024,480 annually from new or expanding businesses in targeted sectors
- Increase new capital investments by \$300,000,000

- Increase business output by \$916,191,107 annually
- Encourage 50 new business start ups with innovative or tech-related concepts
- Increase High School graduation rates to 87% (reduce present drop out rate by 50%)
- Conduct 100 annual visits to support and grow existing businesses
- Support 50 existing businesses per year with State or Federal assistance
- Conduct 4 to 6 annual business prospective missions and trade events to attract national, statewide and regional site selection consultants and targeted prospects seeking business opportunities

Capitalizing *The Joplin Regional Prosperity Initiative*

It is anticipated that a **five-year budget of \$3.5 million** will be required to fully implement the initiative and achieve the anticipated return on investment (ROI). Five-year financial commitments to *The Joplin Regional Prosperity Initiative* will be sought from private and public sectors. Funds generated will be earmarked exclusively for the implementation of the initiatives. Your consideration for strong support is requested.

Background / Introduction

Joplin and the metropolitan area of Jasper and Newton Counties are the core of a vibrant region that offers its residents and businesses a variety of assets and opportunities that extend beyond state lines. An excellent quality of life, low cost of living, state of the art healthcare, quality schools, a stable and diverse economy, a growing population, and a pro-business environment are just some of the attributes that make the Greater Joplin Region a great place to live, work, and raise a family. But despite these advantages, most of us would agree that we have far greater potential for economic growth and prosperity.

The Joplin Regional Prosperity Initiative is a private/public partnership conceived to retain, create and attract *good jobs*; promote and support *business innovation and entrepreneurship*; and increase the skills and education levels of our *workforce*. These objectives will produce short and long term benefits, including economic growth and sustainability; increased tax base; wealth creation and meaningful career opportunities for our children and grandchildren.

Despite their many successes, past economic and community development efforts have been “sub optimized” – primarily because of minimal resources for implementation, particularly in comparison to communities that are aggressively building for their futures. Unlike previous efforts, the *Joplin Regional Prosperity Initiative* is a *unified effort* of the region’s leading

economic, community and workforce development organizations. It is also ***aggressive and ambitious*** in its scope, intending to facilitate meaningful – not incremental – growth and prosperity, not just in Joplin but in the surrounding market region. ***The Joplin Regional Prosperity Initiative*** will provide the direction, structure, and resources to execute a number of complimentary strategies over the next five years (calendar 2010 – 2014). The leaders who have helped develop this proposed initiative believe that our region is at a critical crossroads and that we have a unique opportunity to chart a course for our economic future. Unless we seize that opportunity, we risk having our destiny determined for us – not by us.

The Plan

The Joplin Regional Prosperity Initiative is intended to capitalize on the area’s strengths, create prosperity through increased education, income and investment levels, and ensure career opportunities for current and future generations of our children, including those “best and brightest” who typically leave the area to find opportunities. The focus is on smart, managed growth that fits our communities and region and sustainable growth through jobs and industries of the 21st century. Coordination of strategies and resources is a key element of the plan’s effectiveness, with each of the implementing organizations and other partners supplying their unique competencies and value in a complementary fashion, without competition or duplication.

1. Supporting and Growing Existing Businesses

Five Year Budget: \$500,000

- **Identify existing companies with the greatest growth potential as well as those companies that may be at risk**
 - Conduct a minimum of *100 annual visits with existing businesses* to assess opportunities for and obstacles to stability and/or growth
 - Provide on-going *access to local, state and national assistance and incentive programs* with a goal of providing direct support to a minimum of fifty businesses per year
 - Identify and work with partners and government agencies to *resolve general local/regional issues* that may be restricting existing business growth, and company-specific issues as required
 - Expand the current economic development team into a *broader business resource team* comprised of key government entities, utilities, financial institutions, education/training agencies and other to assist and respond quickly to companies with problems or expansion opportunities

- **Develop New Opportunities for Existing Businesses in Joplin**
 - *Convene and support key business and manufacturing sector groups to identify common obstacles and opportunities, such as identifying supplier “gaps”; enhancing area business to business contacts; evaluating co-op purchasing opportunities and encouraging other collaborative efforts and implementing programs to address the opportunities identified*
 - *Develop on-going mechanisms/programs to help companies identify and access new market opportunities regionally, nationally and globally. Provide similar assistance in identifying and accessing quality suppliers/vendors and in adopting cost-effective “green” initiatives*
 - *Work with local manufacturing managers in developing an on-going corporate HQ contact program to promote the Joplin area as an attractive place for new contract placement and investment*
 - *Strengthen and expand the existing Joplin Chamber “Shop Locally” program to support the broader regional retail and consumer service sectors and encourage “Buy Regionally” business to business links*

2. *Building a Stronger Workforce*

Five Year Budget: \$900,000

- **Increase level of educational attainment and skills training to match the needs of higher paying jobs available now and in the future**
 - *Develop and execute an aggressive, on-going public awareness campaign to educate students and parents, and the general populace, about the need for at least a high school diploma, and, preferably, post-secondary training in order to qualify for the quality jobs already available in the area*
 - *Increase and enhance business / education partnerships and mentoring programs to give classroom curricula more real world meaning and educate students on the actual job opportunities available and skills required to obtain those jobs*
 - *Work with the Southwest Region Workforce Investment Board, technical schools, and other institutions to develop stronger training programs to supply the employee skills identified and needed by existing and target businesses*
 - *Create “quick response” training program formats to help meet the employee skills required by existing business expansions and businesses new to the area*

- *Work with Missouri Southern State University, Crowder College, Pittsburg State University and other post-secondary institutions to enhance math, engineering, technology and science (METS) education and training in public/private schools and post-secondary institutions and aggressively promote current and future opportunities in those fields*
- *Work with local firms on defining skills needs not currently being met in the area workforce and develop and implement a *coordinated recruitment program to attract quality, skilled workers**
- *Partner with businesses and MSSU, Crowder, PSU other post-secondary institutions and high schools to implement a campaign to *encourage former Joplin area students to “come home” for quality job opportunities**

3. Enhancing Innovation, Entrepreneurship and Small Business Support

Five Year Budget: \$ 800,000

- **Continue and enhance existing program and develop and implement new programs that enhance an overall innovation/entrepreneurial climate and provide specific programs for small businesses, entrepreneurs and targeted businesses sectors**
 - *Enhance the existing capacity to *provide general and specialized business data and intelligence through the Joplin Regional Biz Center website*. Provide on-going educational programs to small businesses and entrepreneurs about the website and how to utilize business intelligence data*
 - *Create, develop and maintain a new, internet-based, materials, services and “shared” purchasing portal for regional businesses and industries*
 - *Link existing industries and technology businesses to regional, national and global innovation opportunities, through partnership with other state innovation centers and the new National Innovation Network*
 - *Work with the area Small Business Development Centers to *identify major issues and opportunities for small businesses* and provide specific educational and training programs on an on-going basis to meet those needs*
 - *Partner with MSSU, Crowder to develop a basic “innovation and entrepreneurial” program to teach students how to create, develop and capitalize new product and service ideas. Extend program to public/private post-secondary institutions and high schools in the area*
 - *Assess the innovation and technology opportunities, including *alternative energy and green initiatives, that are a best fit for the area* and develop, with identified partners, programs to link existing companies and start-ups to those opportunities*

- Continue and expand existing programs that *link entrepreneurs to successful business people for evaluation of their ideas* and guidance on developing a business around those ideas (i.e.: pitch night)
- Continue the existing *Joseph Newman Innovation Center operation as a home for local start-ups and new technology companies* coming into the area. Seek opportunities to expand the NIC space to support more companies
- Directly impact creation of *400 new jobs (of total new jobs) linked to new starts, entrepreneurs, innovation and/or technology*

4. Attracting New Businesses that Enhance and Diversify the Economic Base

Five Year Budget: \$1,300,000

- **Identify target markets and business sectors through analysis and research**
 - *Identify target markets and business sectors with the greatest potential for the region, including potential supplier/vendors for existing firms*
 - Develop and implement a *global marketing strategy* designed to attract the attention of targeted firms, site selection specialists and corporate real estate executives
- **Aggressively market the region to targeted business sectors and companies**
 - Enhance current abilities to *provide accurate, up-to-date and comprehensive economic development and business intelligence information* typically needed by site selectors and corporate decision makers. Create a compelling web presence to provide required information on a 24/7/365 basis. (This initiative will require dedicated research capacity, enhanced information web site and data base development. This information will also be useful for the existing business base.)
 - Develop *customized marketing materials* and promotional campaigns aimed at the targeted business sectors to include ***Software Development, Medical Labs, Distribution & Logistics, Fabricated Metals, Back Office Administration and Renewable Alternative Energy***
 - Conduct four to six annual *business prospecting missions* and trade events to reach site consultants and prospects indentified in the targeted business study
 - On a regional basis (assuming participation) organize a series of events to *attract national, statewide, and regional site selection consultants* and targeted prospects seeking business opportunities

- **Support business attraction and existing business expansion initiatives**
 - *Continue the successful shell building program*
 - *Enhance shell building with development of “virtual buildings” that are designed, permit-approved and “ready-to-go” on selected regional sites*
 - *Improve Crossroads Park infrastructure to ensure all portions of the park have “shovel-ready” sites, including creation of a dedicated office park area*
 - *Assess the availability of **broadband infrastructure** in the communities and region and work with appropriate partners to expand capacity to underserved areas*

Goals and Outcomes to be Achieved by 2015

Jobs: 4,000 new primary jobs resulting in 6,596 total jobs in the region – 70% in target industries or paying at or above the county average wages; 10% in innovation and entrepreneurial endeavors

Capital Investment: \$300 million in new capital investment

Business Start Ups: Minimum of **50 new business start ups** with innovative or tech-related concepts

Education: Increase Area High School graduation rate **to 87%**

The Economic Impact

The Joplin Regional Prosperity Initiative is a five-year regional economic growth acceleration initiative focusing on creating 4,000 primary jobs, promoting and supporting business innovation and entrepreneurship, and increasing the skills and education levels of the regional workforce. These new jobs will play a significant role in boosting the regional economy as each new job will ripple through the economy generating additional "indirect" and "induced" jobs, as well as the associated income and state/local tax revenue. The ripple effect of these jobs is computed based on regional multipliers. These multipliers show the effect of the addition of one job or one dollar in any given industry to the employment and earnings of all industries.

Sections a through c show the projected impact of new jobs in local spending and sales tax revenue. Total deposits for banks are also indicated in section a. Individual bank market share can be used to derive increase in deposits.

a. Impact of New Jobs

Table 1. Annual Economic Impact of Jobs

	DIRECT IMPACT¹	INDIRECT IMPACT²	INDUCED IMPACT³	TOTAL IMPACT
JOBS	4,000	1,275	1,322	6,596
ANNUAL EARNINGS (PAYROLL)	\$192,228,826	\$42,812,965	\$38,982,689	\$274,024,480
ANNUAL OUTPUT	\$669,740,672	\$125,634,965	\$120,815,470	\$916,191,107
DISPOSABLE PERSONAL INCOME⁴				\$232,920,808
NET PERSONAL CONSUMPTION EXPENDITURES⁵				\$197,982,687
DEPOSIT POTENTIAL FOR AREA FINANCIAL INSTITUTIONS⁶				\$49,689,772

¹**Direct Impact:** Impact generated directly from the jobs created with the assistance of *The Joplin Regional Initiative*.

²**Indirect Impact:** the changes in employment, income, and output (business sales) in various industry sectors of the local economy supplying goods and services to the companies that expanded.

³**Induced Impact:** captures the ripple effect of increased household and/or institutional income.

⁴**Disposable Personal Income:** Personal Income less Personal Tax and Nontax Payments

⁵**Net Personal Consumption Expenditures:** Percentage of Disposable Personal Income less Interest, Personal Transfer Payments, and Personal Savings

⁶**Deposit Potential:** Personal Savings Rate less Deposit Leakage Estimate with Area Turnover

The above calculations computed based on the following inputs:

- ✓ Creation of 4,000 new direct jobs in these targeted industries:
 - Software Development
 - Medical Labs
 - Distribution & Logistics
 - Fabricated Metals
 - Back Office Administration
 - Renewable Alternative Energy

- ✓ The direct payroll is calculated based on targeted industries current average wage rate.

For every direct job, created as result of program's attraction and expansion efforts, **another 0.65 job** will be created in the local economy.

Every dollar earned, as result of the new jobs, is expected to generate an additional \$0.43 in earnings for the region's citizens.

b. Annual Earnings/Expenditure Impact

The earnings associated with creation of **6,598 total jobs** are projected to be spent as shown in Table 2.

The expenditure detail determines the estimated annual impact to regional companies - with knowledge of their regional market share - due to the job creation activities of the **Joplin Regional Prosperity Initiative**.

The local spending in each category was derived from the Consumer Expenditure Survey conducted by the Bureau of Labor Statistics and provides information on the buying habits of American consumers and data on their expenditures in four regions (Northeast, Midwest, South, and West).

Table 2. Distribution of Projected Average Annual Expenditures (\$197,982,687)

Categories	Amount	Major Category
FOOD	\$25,341,784	12.8% of Expenditures
Food at Home	\$14,343,450	56.6% of Food
Food Away from Home	\$10,998,334	43.4% of Food
ALCOHOLIC BEVERAGES	\$2,375,792	1.2% of Expenditures
HOUSING	\$64,344,373	32.5% of Expenditures
Shelter - Total	\$36,097,193	56.1% of Housing
Owned Dwellings	\$25,773,396	71.4% of Shelter
<i>Mortgage Interest & Charges</i>	<i>\$13,659,900</i>	<i>53.0% Owned Dwellings</i>
<i>Property Taxes</i>	<i>\$7,500,058</i>	<i>29.1% Owned Dwellings</i>
<i>Main., Repair, Insurance</i>	<i>\$4,613,438</i>	<i>17.9% Owned Dwellings</i>
Rented Dwellings	\$7,941,383	22.0% of Shelter
Other Lodging	\$2,382,415	6.6% of Shelter
Utilities, Fuels and Public Services	\$14,413,140	22.4% of Housing
<i>Natural Gas</i>	<i>\$3,401,501</i>	<i>23.6% of Utilities</i>
<i>Electricity</i>	<i>\$4,641,031</i>	<i>32.2% of Utilities</i>
<i>Fuel oil and Other Fuels</i>	<i>\$475,634</i>	<i>3.3% of Utilities</i>
<i>Telephone Services</i>	<i>\$4,381,594</i>	<i>30.4% of Utilities</i>
<i>Water and Other Public Services</i>	<i>\$1,513,380</i>	<i>10.5% of Utilities</i>
Household Operations	\$4,053,696	6.3% of Housing
<i>Personal Services</i>	<i>\$2,051,170</i>	<i>50.6% of Household</i>
<i>Other Household Expenses</i>	<i>\$2,002,526</i>	<i>49.4% of Household</i>
Housekeeping Supplies	\$2,638,119	4.1% of Housing
Household Furnishings and Equipment	\$7,142,225	11.1% of Housing

Categories	Amount	Major Category
APPAREL	\$7,523,342	3.8% of Expenditures
TRANSPORTATION	\$32,865,126	16.6% of Expenditures
Vehicle Purchases	\$11,962,906	36.4% of Transportation
<i>Cars and Trucks, New</i>	<i>\$5,766,121</i>	<i>48.2% of Vehicle Purchase</i>
<i>Cars and Trucks, Used</i>	<i>\$5,993,416</i>	<i>50.1% of Vehicle Purchase</i>
<i>Other Vehicles</i>	<i>\$203,369</i>	<i>1.7% of Vehicle Purchase</i>
Gasoline and Motor oil	\$9,399,426	28.6% of Transportation
Other Vehicle Expenses	\$9,760,942	29.7% of Transportation
<i>Maintenance and Repairs</i>	<i>\$2,742,825</i>	<i>28.1% of Vehicle Expenses</i>
<i>Vehicle Insurance</i>	<i>\$3,611,549</i>	<i>37.0% of Vehicle Expenses</i>
<i>Vehicle Rental, Leases, Licenses</i>	<i>\$2,303,582</i>	<i>23.6% of Vehicle Expenses</i>
<i>Finance Charges</i>	<i>\$1,102,986</i>	<i>11.3% of Vehicle Expenses</i>
Public Transportation	\$1,774,717	5.4% of Transportation
HEALTH CARE	\$12,274,927	6.2% of Expenditures
Health Insurance	\$6,554,811	53.4% of Health Care
Medical Services	\$3,044,182	24.8% of Health Care
<i>Physician's, Dental & Clinical Services</i>	<i>\$1,047,199</i>	<i>34.4% of Medical Services</i>
<i>Hospital</i>	<i>\$1,138,524</i>	<i>37.4% of Medical Services</i>
<i>Nursing Home</i>	<i>\$261,800</i>	<i>8.6% of Medical Services</i>
<i>Home Health Services</i>	<i>\$88,281</i>	<i>2.9% of Medical Services</i>
<i>Other</i>	<i>\$508,378</i>	<i>16.7% of Medical Services</i>
Drugs	\$2,184,937	17.8% of Health Care
Medical supplies	\$490,997	4.0% of Health Care
ENTERTAINMENT	\$9,899,134	5.0% of Expenditures
PERSONAL CARE PRODUCTS	\$2,375,792	1.2% of Expenditures
PERSONAL INSURANCE & PENSIONS	\$22,768,009	11.5% of Expenditures
Life/ Other Personal Insurance	\$1,502,689	6.6% of Insurance
Pensions and Social Security	\$21,265,320	93.4% of Insurance
CASH CONTRIBUTIONS	\$8,315,273	4.2% of Expenditures
READING	\$593,948	0.3% of Expenditures
EDUCATION	\$4,157,636	2.1% of Expenditures
TOBACCO PRODUCTS/SMOKING SUPPLIES	\$1,583,861	0.8% of Expenditures
MISCELLANEOUS	\$3,563,688	1.8% of Expenditures

✓ Totals may not add up due to rounding

✓ Personal consumption expenditures are computed from total earnings generated minus tax and nontax payments

c. Annual Tax Revenue Analysis

The job creation efforts of the *Joplin Regional Prosperity Initiative* provide significant tax benefits. Based on estimated **consumer expenditures of \$197.9 million**, the sales tax impact is estimated to be approximately **\$6.7 million**. The table below shows a detailed breakdown of the estimated tax revenue yielded from consumer spending generated as result of the new payroll.

Table 3. Annual Estimated Sales Tax Revenue

Categories	Amount
Consumer Expenditures	\$197,982,687
Taxed Consumer Expenditures	\$91,379,756
State Sales Tax Revenue	\$3,430,491
County (Jasper and Newton) Tax Revenue	\$913,798
City of Joplin Sales Tax Revenue	\$1,348,216
City of Carthage Sales Tax Revenue	\$178,702
City of Neosho Sales Tax Revenue	\$247,668
City of Webb City Sales Tax Revenue	\$150,221
Other Cities Sales Tax Revenue	\$422,035
Total Estimated Tax Revenue	\$6,691,131

Note: Tax rates provided by Missouri Department of Revenue

- The estimated taxed expenditures were derived from the net personal consumption expenditures, excluding tax-exempt categories (prescription drugs).
 - The estimated sales tax revenue is based on:
 - Current state sales tax rate of 4.225%
 - Grocery state sales tax rate of 1.225%
 - County sales tax rate of 1%.
 - City sales tax rate of 2.569%
- The sales tax revenue for each city is calculated based on 2008 local share of taxed retail sales.

Table 4. Annual Sales Tax Revenue By City

County/City	Taxable Retail Sales	% of 2-County Sales	Distribution of Projected Taxable Retail Sales	Annual Sales Tax Revenue
Jasper & Newton Counties	\$2,170,854,647			
City of Joplin	\$1,220,143,637	56.21%	\$51,360,614	\$1,348,216
City of Carthage	\$192,968,485	8.89%	\$8,122,798	\$178,702
City of Neosho	\$213,952,835	9.86%	\$9,006,111	\$247,668
City of Webb City	\$142,748,114	6.58%	\$6,008,826	\$150,221
Other	\$401,041,576	18.47%	\$16,881,407	\$422,035

Totals may not add up due to rounding

Funding and Governance

It is anticipated that a five-year budget of **\$3.5** million will be required to fully implement the Joplin Prosperity Initiative and achieve the anticipated Return on Investment (ROI). Five-year financial commitments to the Joplin Regional Prosperity Initiative will be sought from public and private sectors. Fully funding this initiative will require that every company, institution, and individual with a vested interest in the region’s economic future make a fair and proportionate investment in this important program. Commitments will be encouraged based on each investor’s capacity, potential for direct benefit, and community stature. To ensure program effectiveness and accountability, a governance council will be comprised of major investors and other key stakeholders. This council will provide program direction and oversight, and maintain the highest levels of transparency and communication to all investors.

Conclusion

Throughout its history, the Greater Joplin Region has been blessed with strong, visionary business and civic leaders who deserve credit for many of the attributes described earlier in this document. Our long term success and future prosperity requires that every generation must contribute its own leadership and legacy for successive generations. ***The Joplin Regional Prosperity Initiative*** represents an opportunity to do exactly that. If we approach economic development from a passive, reactive, or complacent posture, we risk “losing out” to other communities that either have or are developing aggressive, well funded strategies like this one. We risk both a decline in our economic vitality and our “quality of place” if we allow our destiny to be determined by forces beyond our control or by people for whom the Joplin region has no special meaning. This plan represents the most logical, effective way to influence the future we want and our children deserve. In these times of national economic uncertainty, it also represents a tremendous opportunity. Because we have not been as severely impacted by the current recession, we can – and should – push forward, while other communities retreat and retrench. In short, now is not the time to put our head in the sand or to sit back and watch from the sidelines. ***Now is the time to come together and do everything we can to create a shared future of growth and prosperity for the Joplin region.***

Proposed Program 5-Year Funding Summary

1. Supporting and Growing Existing Businesses	\$ 500,000
2. Building a Stronger Workforce	\$ 900,000
3. Enhancing Innovation, Entrepreneurship and Small Business Support	\$ 800,000
4. Attracting New Businesses that Enhance & Diversify the Economic Base	<u>\$1,300,000</u>
5. TOTAL ESTIMATED BUDGET	\$3,500,000



November 10, 2009

Mr. Patrick O'Brian
Ms. Pam Henderson
Pittsburg Economic Development
201 West 4th Street
Pittsburg, KS 66762

Dear Patrick & Pam:

Thank you for taking the time to discuss the Joplin Regional Prosperity Initiative program with Dennis Fuhrhop and Rob O'Brian today. This program is a further bold step forward for the Greater Joplin Region. It brings our entire community, both public and private sectors, into a full partnership to implement a competitive program of economic and community development over the five-year period of 2010-2014 and beyond.

Recruiting new business and industry, retaining and expanding existing business, attracting and retaining the human talent necessary to succeed, and focusing on key initiatives are the components of this vital program. The materials provided to you today outline the benefits you and your company can expect when this project is fully implemented.

If you have any additional questions we would be happy to hear from you directly. If you are satisfied the Joplin Regional Prosperity Initiative is the right way forward, we ask that you thoughtfully consider our request for a pledge of **\$20,000 per year totaling \$100,000 over the next five years (2010-2014)**. This campaign will need your support at this level, as well as the support of others, to meet our challenging goal of \$3.5 million.

In addition to other campaign leaders, the Joplin Area Chamber of Commerce, the Joplin Business & Industrial Development Corporation, the Southwest Missouri Development Alliance and the Joseph Newman Innovation Center members will be making a significant investment of time and money in this campaign. Please join us as we work toward the goals in this campaign. We believe our community will reap substantial benefits from our efforts.

We look forward to your favorable decision.

Sincerely,

Bill Gipson
President & CEO
The Empire District Electric Company

Pittsburg Economic Development

A Proposal from



November 10, 2009

Potential Economic Impact on the Greater Joplin Region

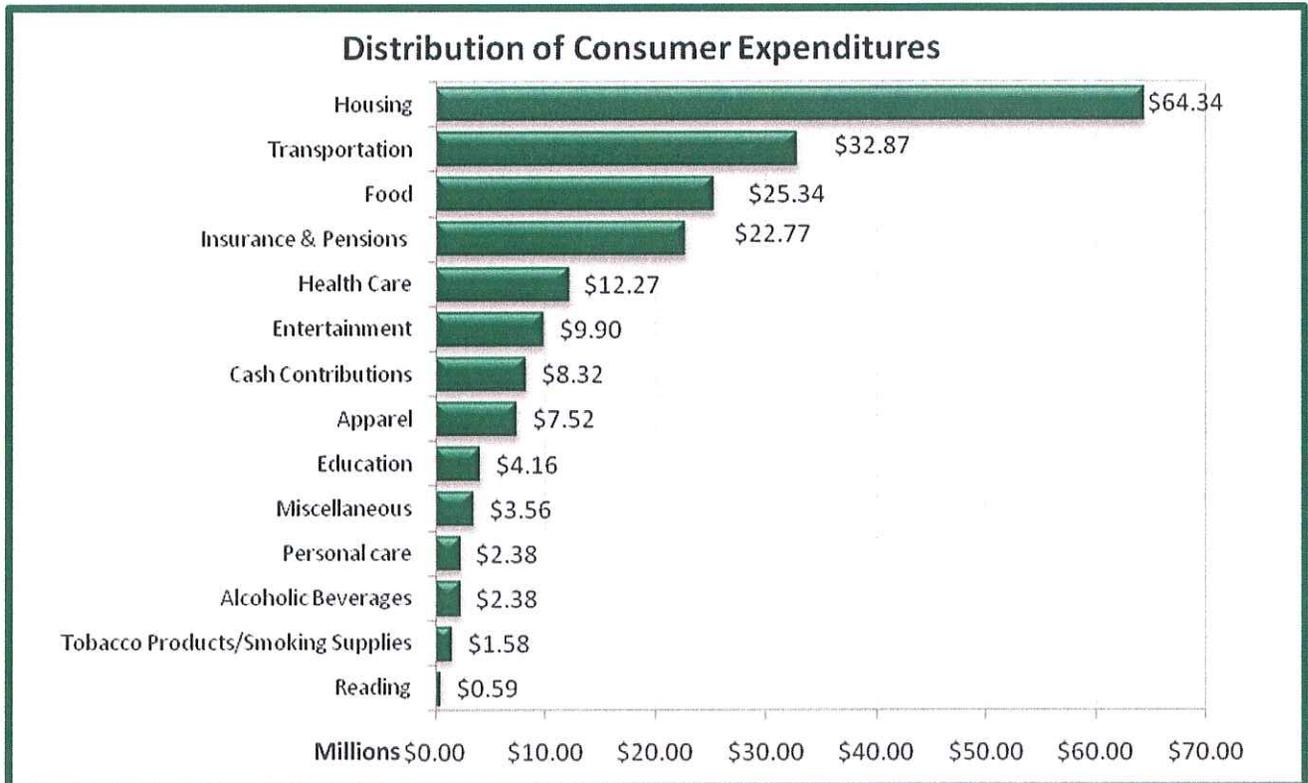
The Economic Strategy Center of Atlanta has projected specific benefits of 4,000 new direct jobs based on the IMPLAN input-output economic model reflecting Joplin Region's local economy.

Each new job created as part of the Joplin Regional's aggressive work plan is estimated to support the creation of an additional 2,596 jobs in the region. The 6,596 total new jobs will have an estimated payroll of \$274,024,480 and will support personal consumption expenditures of \$197,982,687. The distribution of this annual new consumer spending on housing, transportation, food and other items is shown in the following chart.

Economic Impact of 4,000 New Direct Jobs

Direct Jobs	4,000
Total Jobs	6,596
Earnings (Payroll)	\$274 million
Output	\$916.2 million
Disposable Personal Income	\$232.9 million
Net Personal Consumption Expenditures	\$198 million
Deposit Potential for Area Financial Institutions	\$49,689,772

Notes: Disposable Personal Income: Personal Income less Personal Tax and Nontax Payments Net Personal Consumption Expenditures: Percentage of Disposable Personal Income less Interest, Personal Transfer Payments, and Personal Savings Deposit Potential: Personal Savings Rate less Deposit Leakage Estimate with area turnover (Reserve Req. Ratio). Distribution of Consumer Expenditures (in millions). **These calculations are from household spending only and do not include the commercial or industrial impact.**



INVESTMENT BENEFITS FOR YOUR AREA

The five-year economic development campaign creates real, bottom-line benefits for your area. Here's how:

1. Existing industry retention and expansion is a major component of the 5-year plan. By increasing our capacity to support existing employers, we'll be there when you need us. Our goal is to create and maintain a positive business climate at the local and state level in terms of legislation, regulatory policy, and incentives to keep and grow your presence in the Greater Joplin Region.
2. Workforce development is a shared goal and a key element in the plan. We're committed to improving not only the quantity, but the quality of the area work force. A better workforce means greater productivity and increased profitability.
3. Because a key goal is diversification, new employers recruited by the initiative are not likely to compete for the same skills employed by your area. As the labor force grows, existing employers should see an increase in the number and skill level of applicants, and a rise in the rate of labor force participation.
4. You and your employees will enjoy a higher quality of life. By growing the economy, the initiative generates a greater choice of goods and services, from restaurants to shopping, entertainment, cultural activities and health care. When it comes to recruiting talent to your area or retaining key managers or professional personnel, life style is an important factor.
5. Your participation makes a powerful statement that your company cares about the community in which it operates.
6. Your participation can provide your area with a voice in the program's policies and future direction. An investor-based council will shape the marketing and development programs of the initiative.
7. Your participation helps protect your investment. A stagnant or declining area economy results in lower property values, out-migration of workers, and disruption of supply chain.

Your involvement in the *Joplin Regional Prosperity Initiative* will help create a more vigorous pro-business environment. We hope you'll join in the effort to make the Greater Joplin Region the best it can be.

A \$20,000 Annual Investment over five
years (\$100,000) in



Will generate \$198 million
Annually in increased personal
expenditures

A Wise Investment!



Joplin Regional Prosperity Initiative
320 East 4th Street
Joplin, MO 64801-2263

Dear Bill Gipson:

We fully support your efforts and those of others to embark on a five-year program of economic and community development for the Greater Joplin Region.

We pledge \$20,000 per annum totaling \$100,000 over the five year implementation period (2010 – 2014).

An initial payment of \$ _____

- Is enclosed
- Send Invoice

Please invoice...

- Quarterly (January, April, July, October 2010-2014)
- Semi-Annually (January & July 2010-2014)
- Annually (January 2010-2014)

Note: Checks are to be made payable to the **JBIDC – Prosperity Initiative**

Sincerely,

Pittsburg Economic Development
201 West 4th Street
Pittsburg, KS 66762
620.231.4100

Date: _____

320 East 4th Street | Joplin, MO 64801
417.624.4150 | www.joplincc.com



Interoffice Memorandum

To: Pittsburg City Commissioners
Interim City Manager John VanGorden

From: Chief Mendy Hulvey

Date: November 17, 2009

Subject: FY2010 Fleet Vehicle Replacements

The police department attempts to replace marked patrol cars on a yearly basis, replacing either three or four vehicles each year. Additionally, we replace specialty vehicles, such as unmarked patrol, animal control or investigations vehicles on an as-needed basis. In FY2009, we requested to replace four patrol vehicles and one investigations vehicle however, due to budget constraints, we were only able to replace three patrol units.

For FY2010, we are seeking permission to purchase four vehicles for the patrol fleet, one SUV for the investigations division and one pickup truck for the animal control division. We feel these purchases will aid in getting us back on our rotation schedule used in the past and allow us to replace several aging vehicles from our fleet either by direct purchase or the re-assignment of current vehicles we are replacing.

We were provided a budget allocation of \$100,000 for vehicle purchases in FY2010. Additionally, we have approximately \$30,000 in our current FY2009 budget which includes unspent monies allocated for equipment purchases and the sale of our used police vehicles earlier this year. I estimate the vehicles we are seeking to purchase will cost approximately \$132,000.

While the current unspent monies combined with our budget allocation for FY2010 of \$130,000 is short of our estimated purchases, it is our intention to once again sell our used police cars through a sealed bid process as we did this year. We feel that the sale of the used vehicles leveraged with the identified budget dollars noted above will allow for the purchase of all the vehicles requested for FY2010.

Therefore, we would respectfully ask permission to solicit bids for the purchase of fleet vehicles as outlined above. Should you have any questions please contact me.



Interoffice Memorandum

TO: John D. VanGorden, Interim City Manager
FROM: Mark Turnbull, Director of Economic Development
DATE: November 10, 2009
SUBJECT: Agenda Item – Progressive Products Tax Exemption

Progressive Products is located in the Airport Business Park. The company purchased 3.67 acres from the City in 2008. A 20,000 square foot manufacturing facility has been constructed on the property. The cost of the construction was in excess of \$800,000. Based on the approved Tax Exempt policy, the company would be eligible for a five (5) year tax exemption. Staff is recommending Governing Body approval of the request based on the attached documentation provided by Progressive Products.

In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, November 24th, 2009. Action necessary will be to approve or disapprove staff's recommendation as stipulated above.

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

Attachment: Supporting Documentation provided by Progressive Products

cc: Tammy Nagel, City Clerk

BEFORE THE BOARD OF TAX APPEALS OF THE STATE OF KANSAS

RECEIVED

SEP 16 2009

Pittsburg City Manager

IN THE MATTER OF THE APPLICATION OF

Progressive Products Inc.

FOR EXEMPTION FROM AD VALOREM TAXATION

DOCKET NO. _____ EDX

IN Crawford COUNTY, KANSAS.

APPLICATION FOR EXEMPTION FROM AD VALOREM TAXATION PURSUANT TO
ARTICLE 11, SECTION 13 OF THE KANSAS CONSTITUTION FOR
ECONOMIC DEVELOPMENT PURPOSES

[For assistance, contact the Kansas Department of Commerce]

- 1. Clearly identify the real and/or personal property at issue. For real property, provide the legal description, common description, including street address, city, county, and state, a description of all improvements, including the date construction commenced and ended, and attach a copy of the deed. For personal property, provide an itemized list of all items, including the acquisition date(s). (If the description is lengthy, attach additional pages to the form.)

Progressive Products Inc. Crawford County.
3303 Airport Circle
Pittsburg KS 66762
New Building for manufacturing
started march 08 ended Novembe 08

- 2. For what year(s) are you requesting an exemption? 2009, 2010, 2011, 2012, 2013

- 3. Describe specifically the nature of your business. Copies of company brochures may be attached.
Custom Steel Fabrication. Mobile hydraulic Stages, pneumatic conveying systems and components.

- 4. Will the property be used to (A) manufacture articles of commerce; (B) conduct research and development; or (C) store goods or commodities that are sold or traded in interstate commerce? [Article 11, §13, Kansas Constitution]
Manufacture articles of commerce

- 5. Is any of the subject property to be used in a poultry confinement facility, a rabbit confinement facility, or swine production facility? If yes, list which property will be used for any of the above listed purposes. [K.S.A. 79-250]
No

- 6. Has a previous application for exemption of the subject property been submitted to the Board? Yes No
 If yes, for what year(s)? _____ BOTA Docket No. _____

- 7. Has a previous application for exemption been submitted to the Board for other property that you own or have owned? Yes No
 If yes, for what year(s)? _____ BOTA Docket No. _____

- 8. List all property leased or under lease-purchase, and enclose a copy of all lease or lease-purchase agreements. [K.S.A. 79-221]

9. If any of the property is leased: [K.S.A. 79-221]
- (a) Does the lessor have a 51 percent, or more, ownership interest in the lessee's business?
 - (b) Does the lessee have a 51 percent, or more, ownership interest in the lessor's business?
 - (c) Is the lessor a community-based not-for-profit economic development corporation organized under the laws of this state which is exempt from federal income taxation pursuant to paragraphs (4) and (6) of subsection (c) of section 501 of the Internal Revenue Code? If yes, submit a copy of the Section 501(c)(4) or (6) letter from the federal government. **No**

10. Is this business:
- (a) a new business _____ or,
 - (b) an expansion of an existing business? ✓

[If a **new business**, answer questions 11a through 11e.]
 [If an **expansion** of an existing business, answer questions 12a through 12c.]

11. **NEW BUSINESS** - If this is a new business, indicate:
- a. Whether the business is new to the city, county, or state;
 - b. If not new to Kansas, the city and county where the business was located previously;
 - c. The date the business commenced operations;
 - d. For real property, whether the subject property is an existing facility or a newly constructed facility;
 - e. If it is new construction, the cost of acquisition in the following categories:
- | | |
|-------------------|----------|
| Land | \$ _____ |
| Improvements | \$ _____ |
| Personal Property | \$ _____ |

12. **EXPANSION OF EXISTING BUSINESS** - If this is the expansion of an existing business, indicate:
- a. The completion date of the expansion; **12/1/08**
 - b. The number of new jobs actually created by the expansion and the date(s) they were created;
(2) - 12/1/08, (2) - 6/15/09, (1) - 7/13/09, (1) 8/10/09
 - c. The acquisition costs for the expansion in the following categories:
- | | |
|-------------------|-------------------|
| Land | \$ <u>11,000</u> |
| Improvements | \$ <u>830,000</u> |
| Personal Property | \$ <u>25,000</u> |

- 13. Enclose a copy of the governing body's adopted policies and procedures for granting and monitoring exemptions. [K.S.A. 79-251(a)]
- 14. Enclose a copy of the prepared cost-benefit analysis, which includes the effect of granting the exemption on state revenues. [K.S.A. 79-251(a)(1)]
- 15. Provide proof of publication of the notice of the public hearing concerning the granting of the economic development exemption and attach a publisher's affidavit showing publication at least 7 days prior to the hearing. [K.S.A. 79-251(b)]
- 16. Enclose a copy of the letter of notice of the public hearing sent to the governing body of any city or county and unified school district within which the subject property is located. [K.S.A. 79-251(b)]

- 17. Enclose a copy of the ordinance or resolution adopted by the local governing body granting the economic development exemption. [K.S.A. 79-251]
- 18. If locating from one city or county to another within this state, provide evidence that the business has received approval from the Secretary of the Department of Commerce prior to qualifying for the exemption. (Relocation is necessary to prevent business from locating outside this state). [K.S.A. 79-251(b)(2)]
- 19. Enclose any applicable filing fee(s) pursuant to K.A.R. 94-2-21. Checks or money orders should be made payable to the **Board of Tax Appeals**.
- 20. Did you receive assistance from the Kansas Department of Commerce? YES _____ NO _____
- 21. Do you request a hearing on the application for exemption? YES _____ NO _____

Progressive Products, Inc.
 APPLICANT (Print/Type Information)

BY Todd Allison
 TITLE General Manager

ADDRESS 330 Airport Circle
 (Street)

Pittsburg KS 66762
 (City) (State) (Zip)

Phone No. (620) 235-1712

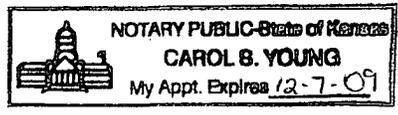
VERIFICATION

STATE OF KANSAS, COUNTY OF Crawford, ss:
 I, Todd Allison, applicant herein, do solemnly swear that the information set forth in this application is true and correct, to the best of my knowledge and belief. So help me, God.

Todd Allison
 Applicant or Attorney Signature

Subscribed and sworn to before me this 15 day of September, 2009

S E A L



Carol B. Young
 Notary Public

My appointment expires: 12-7-09

[AFTER THIS FORM IS COMPLETED AND SIGNED, FILE WITH YOUR COUNTY APPRAISER'S OFFICE]

COUNTY APPRAISER RECOMMENDATIONS AND COMMENTS

TO COUNTY APPRAISER: K.S.A. 79-213(d) requires the County Appraiser to review the exemption request and make a recommendation. The County Appraiser shall provide a copy of his or her comments and recommendations to the applicant.

Answer (circle) all of the following questions before transmitting this application to the Board of Tax Appeals.

- Have you carefully examined the facts as set out above? Yes No
Do you find these facts represent the true situation? Yes No
Does the County recommend that the relief herein requested be granted? Yes No
Does the County request a hearing on this application? Yes No

PROPERTY IDENTIFICATION NUMBER(s) (if any) USED BY THE COUNTY: _____

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

Four horizontal lines for providing additional facts.

Typed (printed) Name of County Official
Title

VERIFICATION

STATE OF KANSAS, COUNTY OF _____, ss:

I, _____, the County official named above, do solemnly swear the information and comments set forth in the above are true and correct to the best of my knowledge and belief. So help me God.

Signature - County Official

Subscribed and sworn to before me this _____ day of _____.

S E A L

Notary Public/City Clerk/County Clerk

My appointment expires: _____.

STATEMENT OF POLICY AND PROCEDURES
TAX EXEMPTIONS AND INCENTIVES FOR ECONOMIC DEVELOPMENT
CITY OF PITTSBURG, KANSAS

Section

1. Purpose
2. General Objective
3. Legal Authority
4. General Procedure
5. "Tax Incentive" Defined
6. Definitions
7. Jurisdictions
8. Nominal Tax Determination
9. Minimum Payment in Lieu of Taxes
10. Special Assessments
11. Pirating
12. Application of "But-For" Principal
13. Standards for Determining Benefits
14. No Exemptions

Section

15. Amount of Tax Incentives
16. Application Required
17. Application and Renewal Fees
18. Initial Review Procedures
19. Administrative Review Committee
20. Initial Governing Body Action
21. Notice and Hearing
22. Letters of Intent
23. Annual Renewal
24. Transfer of Ownership or Use
25. Distribution of Revenue
26. Exemption Ordinance
27. Exemption Forms
28. Waiver of Statement Requirements

Section 1. Purpose. The purpose of this statement is to establish the official policy and procedures of the City of Pittsburg, Kansas, for the granting of property tax exemptions and tax incentives for real and personal property used for economic development purposes, in accordance with the provisions of Section 13 of Article 11 of the Constitution of the State of Kansas.

Section 2. General Objective The securing of private economic growth and development and the addition of new jobs within the community are important current and long-term objectives of this City. The granting of property tax exemptions and tax incentives is one of the tools available under Kansas law to help secure these public objectives. This Statement is intended to establish the procedure and policy standards to govern the fair, effective and judicious use of the power to grant such exemptions and tax incentives in the City.

Section 3. Legal Authority The governing bodies of Kansas counties and cities may exempt certain property used for economic development purposes from taxes for a maximum of ten (10) years, in accordance with the provisions of Section 13 of Article 11 of the Kansas Constitution, subject to such limitations or prohibitions as may be enacted by the legislature that are uniformly applicable to all cities and counties. This authority is discretionary with the City, and the City may provide for tax exemptions-incentives in an amount and for purposes more restrictive than that authorized by the Constitution or any such legislation. Pursuant to its home rule powers, the City may (1) require the owners of

any property for which an exemption is requested to provide certain information, (2) condition the granting of an exemption to an agreement providing for the payment of in lieu charges or taxes under the provisions of K.S.A. 12-147 and 12-148, and (3) require the payment of initial application and annual renewal fees reasonably necessary to cover the costs of administration.

Section 4. General Procedure. The following basic procedure shall govern the issuance of tax exemptions-incentives within this City: (1) The applicant business shall apply for a tax exemption-incentive by filing a written application as provided in Section 16. (2) The city shall then determine whether the requested tax exemption-incentive (a) may be lawfully granted, and (b) should be granted, with the amount thereof later determined. (3) If it is determined that some tax exemption-incentive should be granted, a 100 percent (100%) exemption of that property of the business legally eligible for exemption shall be provided, but subject to an agreement of the business to make an in lieu tax payment as may be required by the City. (4) The amount of the tax incentive, which will be an amount less than the taxes otherwise payable if the property were not exempt, will then be determined in accordance with this Statement. (5) Upon the failure of the business to fully and timely pay the in lieu tax payments, as may be required as a condition of granting of an exemption, or to provide reports or other information requested by the City and reasonably necessary for the implementation of this policy, the City may either deny, revoke, or not renew the authorization of such an exemption. All requests for a tax exemption-incentive for economic development purposes shall be considered and acted upon in accordance with this Statement.

Section 5. "Tax Incentive" Defined. Various words and terms used in this Statement are defined in Section 6. The terms "tax incentive" or "tax exemption-incentive" shall mean the difference between the amount of ad valorem property taxes the affected business would pay if there were no city-granted exemption and the amount required to be paid as in lieu of taxes or charges. For example, if the taxes required with no exemption were \$5,000, and the required in lieu payments were \$3,000, the "tax incentive" would be \$2,000.

Section 6. Definitions. For the purpose of this Statement, in application to this City, the words or phrases as used in either the Constitution or this Statement shall have meaning or be construed as follows:

- (a) "Applicant" shall mean to include the business, property owner or owners, and their officers, employees and agents.
- (b) "Associated therewith" as used with respect to tangible personal property shall mean being located within, upon or adjacent to buildings or added improvements to building.
- (c) "Business" shall be limited to enterprises which manufacture articles of commerce, conduct research and development or store goods or commodities which are sold or traded in interstate commerce.
- (d) "Commenced operations" shall mean the start of the business activity housed in the building for which tax exemption-incentive is requested.
- (e) "Economic development purposes" shall mean the establishment of a new business or the expansion of an existing business, engaged in manufacturing

articles of commerce, conducting research and development, or storing goods or commodities which are sold or traded in interstate commerce, which results in additional employment.

- (f) "Expansion" shall mean the enlargement of a building or buildings, construction of a new building, the addition of tangible personal property, or any combination thereof, which increases the employment capacity of a business eligible for a tax exemption-incentive and which results in the creation of new employment.
- (g) "Manufactures articles of commerce" shall mean a business engaged in the mechanical or chemical transformation of material or substances into new products, as defined in the "Standard Industrial Classification Manual."
- (h) "Research and development" shall mean the application of science or technology to the improvement of either process of manufacturing or manufactured products of both.
- (i) "Storing goods or commodities which are sold or traded in interstate commerce" shall refer to the business of storing property which may be exempt from ad valorem taxation under the provision of K.S.A. 79-201f.
- (j) "Tangible personal property" shall mean machinery and equipment used during the term of the tax exemption which may be granted.

Section 7. Jurisdiction. The City shall grant tax exemptions-incentives only as to property located within the City. The City encourages the Board of County Commissioners to consult with the City as to applications outside the City and within the three-mile area.

Section 8. Nominal Tax Determination. All tangible property of a business receiving a tax exemption-incentive under this Statement shall be annually assessed by the county appraiser in the same manner as if it were not exempt, but the amount thereof shall not be placed on the assessment rolls. The amount of the property taxes which would be payable shall also be determined annually by the county clerk and treasurer, in the same manner as if the property were not exempt, but such amount shall not be placed on the tax rolls. Separate assessment and tax calculations shall be made for the land, for the improvements thereon, and for any tangible personal property associated therewith, of the exempt business. The appropriate county officers are requested to provide the City with this information as early as possible, but not later than October 1 of each year.

Section 9. Minimum Payment in Lieu of Taxes. Any applicant receiving a tax exemption-incentive pursuant to this Statement shall be required to make a minimum payment in lieu of taxes which equals the amount of property tax which was paid or was payable for the most recent year on the appraised valuation of the real estate, including either buildings together with land or land only, prior to the construction of new buildings or added improvements to buildings on such property or prior to the acquisition of the property by the new business. The purpose of requiring this minimum in lieu tax payment is to insure that the city, county, school district and any other taxing jurisdictions affected by the exemption will not receive

less tax revenue from the exempted property than was received prior to the exemption.

Section 10. Special Assessments. Any tax exemption granted for real property under this Statement shall not affect the liability of such property for any special assessments levied or to be levied against such property.

Section 11. Pirating. It shall be the policy of the City to discourage applications for tax exemptions-incentives which deliberately encourage and cause the pirating of business from another Kansas community to this community, or from this community to another Kansas community. It is the intent of the City to avoid participation in "bidding wars" between cities or areas competing for the location of new business or expansion of existing businesses, through attempts to offer the largest tax incentive which is detrimental to the state's economy and the public interest.

Section 12. Application for "But-For" Principle. Any tax exemption-incentive granted by the City shall be subject to the "but-for" principle; i.e., the tax incentive must make such a difference in determining the establishment or expansion of the business that the business would not otherwise be established or expanded in the City but for the availability of the tax incentive and/or other public inducements.

Section 13. Standards for Determining Benefits. The City will consider granting tax exemptions-incentives only upon a clear and factual showing of direct economic benefit to the City through advancements of its economic development goals, including the creation of additional jobs and the stimulation of additional private investment. The Governing Body may grant a tax exemption-incentive to the applicant pursuant to the Schedule set forth in Section 15 after a consideration of various factors including, but not limited to, the following:

- (a) The appraised valuation of the property in relation to the economic benefit to the City of increased employment.
- (b) The gain in capital investment which may result from the new or expanded business, including the increase in the property tax base upon the expiration of the exemption.
- (c) The contribution that the new or expanded business will make towards increased employment and earning within the community.
- (d) The number of new jobs created directly by the business in relation to the amount of tax incentives granted.
- (e) The kinds of jobs created in relation to the type of skills available from the local labor market.
- (f) The utilization by the business of labor skills and abilities of a large number or group of unemployed persons in the community.
- (g) The degree to which the business improves the diversification of the economy of the city and its environs.

- (h) The degree to which the ultimate market for the manufactured products is outside the community, recognizing that outside markets bring in "new money" to the local economy.
- (i) The degree to which the business might be in direct competition with local firms.
- (j) The potential of the business for future expansion and additional job creation.
- (k) The beneficial impacts the business may have by creating other new jobs and businesses, including the utilization of local products or other materials and substances in manufacturing.
- (l) The beneficial economic impact the business will have on a particular area of the City, including designated enterprise zones and areas of needed revitalization or redevelopment.
- (m) The compatibility of the location of the business with land use and development plans of the City and the availability of existing infrastructure facilities and essential public services.
- (n) The extent to which additional direct or indirect public costs to the City and to other local units would be necessary, such as the cost of the extension of public facilities.
- (o) The extent to which the economic and employment benefits of the tax incentive accrue to the residents and taxpayers of those taxing subdivisions which indirectly "subsidize" the business as a result of the foregone tax revenue.

Section 14. No Exemptions. No tax exemption-incentive shall be granted to any business which commenced operations prior to August 5, 1986, nor for the expansion of any business unless the expansion was commenced after August 5, 1986, and new employment was created as the result of said expansion.

Section 15. Amount of Tax Incentives. The two primary objectives of the City in granting tax exemption-incentives for economic development are to (1) create jobs, and (2) attract capital investment which will expand the economic and tax base of the City. Following a consideration of the factors set forth in Section 13 of this Statement and any others deemed relevant, the Governing Body shall determine whether to grant a tax exemption-incentive. If the Governing Body decides to grant a tax exemption-incentive, the amount and term thereof shall be determined pursuant to the following schedule:

SCHEDULE OF TAX EXEMPTION/TAX EXEMPTION INCENTIVE

LEVELS	CAPITAL INVESTMENT	JOBS CREATED	EXEMPTION	MINIMUM PAYMENT IN LIEU OF TAXES
ONE	\$100,000-200,000	5-20	1 YEAR	
TWO	\$201,000-400,000	21-40	2 YEARS	
THREE	\$401,000-600,000	41-60	3 YEARS	
FOUR	\$601,000-800,000	61-80	4 YEARS	
FIVE	\$801,000-1,000,000	81-100	5 YEARS	
SIX	1,000,000-2,000,000	101-150	6 YEARS	
SEVEN	2,000,000-3,000,000	151-200	7 YEARS	
EIGHT	3,000,000-5,000,000	201-250	8 YEARS	
NINE	5,000,000-7,000,000	251-300	9 YEARS	
TEN	7,000,000-9,000,000	301-450	10 YEARS	

1. The tax exemption/incentive cannot begin until the calendar year in which a new business commences its operations or the calendar year in which the expansion of an existing business is completed.
2. Both a new business and the expansion of an existing business will have a maximum of 24 months following the start of construction to apply for an initial tax exemption/incentive.

3. No business shall be eligible for a tax exemption/incentive unless, in addition to compliance with other sections of this Statement, it expends a minimum capital investment of \$100,000 AND also creates at least 5 new or additional full-time jobs.
4. A full-time job is defined as a position which has been filled for at least ten consecutive months for 160 hours per month during the business taxable year. Additional jobs are those that exceed the base number of jobs of the business, which base is computed by dividing by three (3) the sum of the number of full-time jobs of the business, as above defined, during the three taxable years immediately preceding the filing of the application.

If the business is a new enterprise or has not been in operation for the full three (3) year period, then the base shall be an annualized employment figure to be determined by the following method of computation:

Divide the sum of the total number of jobs which have been filled for 160 hours on the last day of each calendar month of operation by the number of full calendar months the business has been in operation immediately preceding the filing of the application.

5. Assuming the business is eligible for a tax exemption/incentive, and continues to comply with this schedule and other sections of this Statement, the term of the tax exemption/incentive will be for the number of years provided by either the capital investment or the jobs created column, **WHICHEVER IS HIGHER**.
6. The maximum term of the tax exemption/incentive for a business will be ten (10) years, no matter what the amount of capital invested or jobs created within such 10 year term.
7. Tax exemption/incentive will be granted for ten (10) years with payments in lieu of taxes for those years which the company is not eligible for exemption/incentive.
8. An additional term of tax exemption/incentive may be granted the business IF (a) it invests an additional \$100,000 AND creates five (5) additional full-time jobs AND (b) such capital investment and jobs created move the business to the next higher LEVEL on the schedule.
9. It is understood that the business has the responsibility to file an annual claim for exemption with the County Appraiser on forms provided by the director of property valuation on or before March 1 of each year; which claim must have attached a written statement signed by the City Clerk that the property continues to meet all the terms and conditions established as a condition of granting the exemption.

Section 16. Application Required. The City will not consider the granting of any tax exemption-incentive unless the business submits a full and complete application and provides such additional information as may be requested by the City Manager or Governing Body. The City Manager is hereby authorized and empowered to prepare a standard application form which, upon completion, will provide the Governing Body with adequate and sufficient information to determine whether a tax incentive should be granted and the amount thereof. The accuracy of the information provided in the application shall be verified by the applicant. Any misstatement of, or error in, fact may render the application null and void and may be cause for the repeal of any ordinance adopted in reliance on said information.

Section 17. Application and Renewal Fees. Any business requesting a tax exemption pursuant to this Statement shall pay to the city an application fee of Two Hundred Fifty Dollars (\$250.00), which shall be submitted at the same time the application form required by Section 16 is submitted. In addition, any business which has been granted a tax exemption shall pay an annual renewal fee in the amount of One Hundred Dollars (\$100.00).

Section 18. Initial Review Procedure. On receipt of the completed application form and the required fee, the City Manager or his/her designate shall determine (a) whether the application is complete and sufficient for review, and (b) whether the applicant business is eligible for an exemption under the Kansas Constitution, this Statement and any other applicable laws. If the application is incomplete, the City Manager shall promptly notify the applicant, noting the need for such changes or additions as deemed necessary. If questions arise as to whether the business is legally eligible for an exemption, the matter shall be referred to the City Attorney, who shall render a written opinion. If the application is found complete and is for a purpose which appears to be authorized by law, the City Manager shall transfer copies of the application and any supplemental information to the Economic Development Revolving Loan Fund (Sales Tax) Advisory Committee.

Section 19. Administrative Review Committee. The Economic Development Revolving Loan Fund (Sales Tax) Advisory Committee is hereby appointed as the Administrative Review Committee. The purpose of the Administrative Review Committee shall be to receive and review requests and applications for tax exemptions-incentives, to gather and review such additional information as may be deemed necessary, to conduct preliminary negotiations with the applicant business, and to make such recommendations as deemed advisable to the Governing Body. Administrative Review Committee records, including applications for tax exemptions, may be withheld from public disclosure under the Kansas Open Records Act as provided for under subsections (20) and (31) and other subsections of K.S.A. Supp. 45-221, but shall be available for public inspection when otherwise required by law.

Section 20. Initial Governing Body Action. Upon receiving the recommendations of the Administrative Review Committee, the Governing Body shall first determine whether to reject the requested exemption or to further consider the request. Upon a favorable vote for further consideration, the Governing Body shall either (1) issue a letter of intent as provided by Section 22 or (2) schedule a public hearing thereon.

Section 21. Notice and Hearing. No tax exemption shall be granted by the City prior to a public hearing thereon, except by waiver of this requirement under Section 28. Notice of the public hearing shall be published at least seven (7) days prior to the hearing in the official city newspaper, giving the time and place, and the hearing may be held at a regular or special meeting of the Governing Body. The City Clerk shall thereupon notify the board of county commissioners, the superintendent of the appropriate school district, and the clerk of any other taxing jurisdiction, excluding the state, which derives or could derive property taxes from the affected business, advising them of the scheduled public hearing and inviting their review and comment. Upon request, the City Clerk shall provide any such public agency with a copy of the application. The applicant business shall be invited, but not required, to attend the public hearing.

Section 22. Letters of Intent. Upon receiving the recommendations of the Administrative Review Committee, the Governing Body may issue a letter of intent, setting forth in general terms its proposed plans for granting a tax exemption-incentive and any conditions thereto. Such letters of intent shall be issued only with the approval of the Governing Body, and as an expression of good faith intent, but shall not in any way bind the City to the granting of an exemption-incentive. Such letters of intent shall expire six (6) months after issuance, but may be renewed. A public hearing shall not be required prior to the issuance of letters of intent. No elected or appointed officer, employee of committee of the City, and no chamber, board, development council or other public or private body or individual, shall be authorized to speak for and commit the Governing Body to the granting of a tax exemption-incentive.

Section 23. Annual Renewal. The extent and term of any tax exemption-incentive granted shall be subject to annual review and determination by the Governing Body to insure that the ownership and use of the property and any other qualifying criteria of the business for the tax exemption-incentive continue to exist. The review shall be completed by no later than February 1 of each year. The City shall require an annual renewal application to be filed as well as other information necessary to assure the continued qualification of the exempt business. The business shall furnish to the City, or its designated representatives, evidence to the City's satisfaction to verify employment levels and/or capital investment.

Section 24. Transfer of Ownership or Use. No exemption or tax incentives granted by the City shall be transferred as a result of a change in the majority ownership of the business. Any new owner shall file a new application for a tax exemption-incentive. Further, the City shall be notified by the business of any substantive change in the use of a tax exempt property (see Section 27).

Section 25. Distribution of Revenue. The granting of tax exemption-incentives by the City is hereby declared to a contract under the provisions of K.S.A. 12-147. The in lieu of taxes payment which is required of a business granted a tax exemption under this Statement shall be paid to the county treasurer, with notice of the amount and date paid provided to the City. The county treasurer is directed to apportion the payment, under the provisions of subsection (3) of K.S.A. 12-148, to the general fund of all taxing subdivisions, excluding the state, which levy taxes on property where the business is situated. The apportionment shall be based on the relative amount of taxes levied, for any and all purposes, by each of the applicable taxing subdivisions.

Section 26. Exemption Ordinance. The City Clerk shall provide a copy of the ordinance, as published in the official city newspaper, granting an exemption from taxation to the applicant for use in filing an initial request for tax exemption as required by K.S.A. 79-213 and by K.S.A. 79-210 for subsequent years.

Section 27. Exemption Forms. A copy of the exemption applications required by K.S.A. 79-213 and 79-210, as well as the statement required by K.S.A. 79-214 for the cessation of an exempt use of property filed with the County Appraiser, shall also be filed with the City Clerk by the property owner.

Section 28. Waiver of Statement Requirements. The Governing Body reserves the right to grant or not to grant a tax exemption-incentive under circumstances beyond the scope of this Statement, or to waive any procedural requirement. However, no such action or waiver shall be taken or made except upon a finding by the Governing Body that a compelling or imperative reason or emergency exists, and that such action or waiver is found and declared to be in the public interest.

RECEIVED AND EXECUTED BY THE SIGNATORIES THIS
15th day of September, 2009.

CITY OF PITTSBURG, KANSAS

By: _____

Progressive Products, Inc.
(Business Name)

By: Todd Allison, General Manager
(Individual's Name & Title)

Application Fee - Tax

250.00

9/15/09

17644

CITY OF PITTSBURG (PPI)

\$250.00

PROGRESSIVE PRODUCTS, INC. 3305 AIRPORT CIRCLE PITTSBURG, KS 66762		COMMERCE BANK NA PITTSBURG, KANSAS 66762 18-1-1010	
20-0026-00		DATE	AMOUNT
	17644	Sep 15, 2009	*****\$250.00
Two Hundred Fifty and 00/100 Dollars			
PAY TO THE ORDER OF	CITY OF PITTSBURG (PPI) P.O. BOX 193 PITTSBURG, KS 66762 USA	 AUTHORIZED SIGNATURE	

17644

Security features. Details on back.

⑈0 6 7 6 4 4 ⑈ ⑆ 1 0 1 0 0 0 0 1 9 ⑆ 7 8 1 0 5 0 0 1 4 ⑈

Application Fee - Tax

250.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: * ALL BANKS

DATE RANGE:11/04/2009 THRU 11/17/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	11/05/2009			160970		
C-CHECK	VOID CHECK	V	11/05/2009			160973		
C-CHECK	VOID CHECK	V	11/05/2009			160974		
C-CHECK	VOID CHECK	V	11/10/2009			161010		
C-CHECK	VOID CHECK	V	11/10/2009			161011		
C-CHECK	VOID CHECK	V	11/17/2009			161050		
C-CHECK	VOID CHECK	V	11/17/2009			161051		

* * T O T A L S * *

	NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
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:	NO	VOID DEBITS	VOID DISCOUNTS	VOID CREDITS
	7	0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: *	TOTALS:	7	0.00	0.00	0.00
BANK: *	TOTALS:		7	0.00	0.00	0.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 M&I Bank

DATE RANGE:11/04/2009 THRU 11/17/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6381	ACME DOCK SPECIALTIES INC	R	11/04/2009			160965		840.61
0523	AT&T	R	11/04/2009			160966		76,543.70
2519	EAGLE BEVERAGE CO INC	R	11/04/2009			160967		38.00
4263	COX COMMUNICATIONS	R	11/05/2009			160969		1,987.62
6382	SHOW ME HARMONY	R	11/05/2009			160971		521.30
1108	WESTAR ENERGY	R	11/05/2009			160972		81,050.17
1		V	11/06/2009			160975		30.00
1	UMPHENOUR, RONALD	R	11/06/2009			160976		30.00
4052	TRAVELERS	R	11/06/2009			160977		1,966.00
0175	REGISTER OF DEEDS	R	11/06/2009			160978		300.94
6370	JEFFREY MUNGER	R	11/09/2009			161006		4,500.00
2519	EAGLE BEVERAGE CO INC	R	11/09/2009			161007		67.30
0523	AT&T	R	11/10/2009			161009		5,025.80
6353	DOROTHY J SHIRLEY	R	11/12/2009			161012		7,000.00
3613	THE OAK RIDGE BOYS	R	11/12/2009			161023		17,800.00
6044	CHRIS D ZAR	R	11/12/2009			161024		3,200.00
1	LOWE, WILLIAM	R	11/13/2009			161025		100.00
1	SIEBERT, RENEE	R	11/13/2009			161026		500.00
1	CASALETTO, LOUIS	R	11/13/2009			161027		88.00
0188	SECRETARY OF STATE, RON THORNB	R	11/16/2009			161028		112.00
0497	CRAWFORD COUNTY DISTRICT COURT	R	11/16/2009			161029		14.00
6082	GARRISON LAW OFFICE LLC	R	11/16/2009			161030		208.73

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 M&I Bank

DATE RANGE:11/04/2009 THRU 11/17/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0094	M&I BANK	R	11/16/2009			161031		250.00
6135	MCNEARNEY & ASSOCIATES LLC	R	11/16/2009			161032		195.92
6310	PENDLTON & SUTTON ATTORNEYS	R	11/16/2009			161033		193.15
4081	PHI MU ALPHA SINFONIA	R	11/16/2009			161034		350.00
5854	ANTHONY A SNYDER	R	11/16/2009			161035		254.65
6136	US DEPARTMENT OF EDUCATION	R	11/16/2009			161036		270.48
6044	CHRIS D ZAR	R	11/16/2009			161037		2,859.10
1	WHITE, PAT	R	11/17/2009			161038		6.94
1	STOTLER, CHAD	R	11/17/2009			161039		120.00
1	GENERAL SERVICE CORP	R	11/17/2009			161040		75.00
1	RFB CONSTRUCTION	R	11/17/2009			161041		694.82
1108	WESTAR ENERGY	R	11/17/2009			161042		25.59
2876	A-PLUS CLEANERS & LAUNDRY	R	11/17/2009			161043		823.82
0356	ATCO INTERNATIONAL	R	11/17/2009			161044		116.00
0272	BO'S 1 STOP INC	R	11/17/2009			161045		2,192.67
6192	KATHLEEN CERNE	R	11/17/2009			161046		600.00
0748	CONRAD FIRE EQUIPMENT INC	R	11/17/2009			161047		1,167.11
0118	FED EX	R	11/17/2009			161048		103.91
6358	FIRE X INC	R	11/17/2009			161049		1,583.75
6236	HUGHES MACHINERY CO INC	R	11/17/2009			161052		592.55
6095	INTERNATIONAL ECONOMIC DEVELOP	R	11/17/2009			161053		345.00
6388	JOPLIN BUSINESS & INDUSTRIAL D	R	11/17/2009			161054		1,000.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 M&I Bank

DATE RANGE:11/04/2009 THRU 11/17/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0403	SOUTHWEST NAHRO	R	11/17/2009			161055		35.00
6385	COREY STEWART	R	11/17/2009			161056		200.00
5934	STOFFER COMMUNICATIONS	R	11/17/2009			161057		40.00
4052	TRAVELERS	R	11/17/2009			161058		1,408.75
4839	VAN BECELAERE MACHINE WORKS, I	R	11/17/2009			161059		846.00
0011	AMERICAN ELECTRIC INC	E	11/12/2009			999999		870.85
0012	ANDERSON CAR & TRACTOR CORPORA	E	11/12/2009			999999		127.78
0034	CRONISTER BROTHERS, INC	E	11/12/2009			999999		557.59
0044	CRESTWOOD COUNTRY CLUB	E	11/12/2009			999999		433.49
0046	ETTINGERS OFFICE SUPPLY	E	11/12/2009			999999		666.94
0054	JOPLIN SUPPLY COMPANY	E	11/12/2009			999999		337.17
0062	LINDSEY SOFTWARE SYSTEMS, INC.	E	11/12/2009			999999		635.50
0063	LOCKE WHOLESALE SUPPLY	E	11/12/2009			999999		198.51
0068	BROOKS PLUMBING LLC	E	11/12/2009			999999		92.22
0074	RUSSELL BELDEN ELECTRIC COMPAN	E	11/12/2009			999999		140.67
0078	SUPERIOR LINEN SERVICE	E	11/12/2009			999999		355.63
0083	WATER PRODUCTS INC	E	11/12/2009			999999		816.90
0084	INTERSTATE EXTERMINATOR, INC.	E	11/12/2009			999999		310.00
0087	FORMS ONE	E	11/12/2009			999999		80.33
0088	D & H LEASING INC	E	11/12/2009			999999		125.94
0094	M&I BANK	D	11/13/2009			999999		63.95
0105	PITTSBURG AUTOMOTIVE INC	E	11/12/2009			999999		846.64

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 M&I Bank

DATE RANGE:11/04/2009 THRU 11/17/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0109	RANDY VILELA TRUCKING, HAULING	E	11/12/2009			999999		2,085.00
0112	MARRONES INC	E	11/12/2009			999999		292.90
0128	MT CARMEL MEDICAL CENTER	E	11/12/2009			999999		278.00
0129	PROFESSIONAL ENGINEERING CONSU	E	11/12/2009			999999		15,881.81
0133	JIM RADELL CONSTRUCTION INC	E	11/12/2009			999999		7,775.20
0142	HECKERT CONSTRUCTION CO INC	E	11/12/2009			999999		378.02
0145	BROADWAY LUMBER COMPANY, INC.	E	11/12/2009			999999		55.59
0146	CHAPMAN'S LOCKSMITHING	E	11/12/2009			999999		380.00
0154	BLUE CROSS & BLUE SHIELD	D	11/04/2009			999999		23,776.15
0154	BLUE CROSS & BLUE SHIELD	D	11/05/2009			999999		74,697.10
0154	BLUE CROSS & BLUE SHIELD	D	11/13/2009			999999		16,131.11
0163	O'REILLY AUTOMOTIVE INC	E	11/12/2009			999999		20.67
0164	ALVIN J EASTEP	E	11/12/2009			999999		57.50
0177	BOOK WHOLESALERS INC	E	11/12/2009			999999		136.61
0179	FILTER-TEK, INC.	E	11/12/2009			999999		73.32
0181	INGRAM	E	11/12/2009			999999		27.20
0194	KANSAS STATE TREASURER	E	11/12/2009			999999		5,297.50
0196	ALCOHOL & DRUG SAFETY	E	11/12/2009			999999		1,244.50
0199	KIRKLAND WELDING SUPPLIES	E	11/12/2009			999999		168.19
0200	SHERWIN WILLIAMS COMPANY	E	11/12/2009			999999		94.50
0207	PEPSI-COLA BOTTLING CO OF PITT	E	11/12/2009			999999		316.15
0224	KDOR	D	11/04/2009			999999		1,552.90

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 M&I Bank

DATE RANGE:11/04/2009 THRU 11/17/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0224	KDOR	D	11/05/2009			999999		5,867.86
0224	KDOR	D	11/17/2009			999999		2,082.14
0278	LAWSON PRODUCTS INC	E	11/12/2009			999999		109.30
0289	TITLEIST	E	11/12/2009			999999		676.21
0292	UNIFIRST CORPORATION	E	11/12/2009			999999		42.67
0294	COPY PRODUCTS INC	E	11/12/2009			999999		3,243.59
0304	AIRKEM MIDWEST SALES INC	E	11/12/2009			999999		90.21
0308	DOBRAUC OIL COMPANY INC	E	11/12/2009			999999		20,526.68
0312	HACH COMPANY	E	11/12/2009			999999		44.74
0332	PITTCRAFT PRINTING	E	11/12/2009			999999		26.00
0337	CROSS-MIDWEST TIRE	E	11/12/2009			999999		117.30
0339	GENERAL MACHINERY	E	11/12/2009			999999		110.84
0347	LYNN'S QUICK LUBE	E	11/12/2009			999999		39.45
0348	TYRELL'S SERVICE INC	E	11/12/2009			999999		103.87
0375	CONVENIENT WATER COMPANY	E	11/12/2009			999999		54.95
0420	CONTINENTAL RESEARCH CORP	E	11/12/2009			999999		388.87
0434	UNITED LABORATORIES	E	11/12/2009			999999		249.00
0455	LARRY BARRETT BODY * FRAME * T	E	11/12/2009			999999		8,545.43
0516	AMERICAN CONCRETE CO INC	E	11/12/2009			999999		211.25
0525	3M	E	11/12/2009			999999		418.50
0527	MIDLAND SCIENTIFIC INC	E	11/12/2009			999999		17.08
0534	TYLER TECHNOLOGIES	E	11/12/2009			999999		590.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0585	MOLLE MC AUTOMOTIVE INC	E	11/12/2009			999999		70.04
0589	BERRY TRACTOR & EQUIPMENT	E	11/12/2009			999999		77.90
0597	MIDWEST MINERALS INC	E	11/12/2009			999999		741.10
0636	SAM BROWN & SON SHEET METAL	E	11/12/2009			999999		370.00
0659	PAYNES INC	E	11/12/2009			999999		631.48
0714	SHARE CORPORATION	E	11/12/2009			999999		188.22
0726	PITTSBURG STATE UNIVERSITY	E	11/12/2009			999999		325.00
0731	INFO USA MARKETING INC	E	11/12/2009			999999		100.00
0751	ULTRA-CHEM INC	E	11/12/2009			999999		127.34
0786	RICHARD RHUEMS	E	11/12/2009			999999		713.67
0806	JOHN L CUSSIMANIO	E	11/12/2009			999999		200.00
0823	TOUCHTON ELECTRIC INC	E	11/12/2009			999999		175.83
0843	LAB SAFETY SUPPLY INC	E	11/12/2009			999999		514.80
1013	SAFETY FIRST SUPPLY CO., LLC	E	11/12/2009			999999		212.68
1050	KPERS	D	11/04/2009			999999		1,480.15
1075	COASTAL ENERGY CORP	E	11/12/2009			999999		9,647.51
1235	RHODES GROCERY INC	E	11/12/2009			999999		135.42
1327	KBI	D	11/16/2009			999999		20.00
1327	KBI	E	11/12/2009			999999		400.00
1378	WHITE STAR	E	11/12/2009			999999		288.17
1478	KANSASLAND TIRE OF PITTSBURG	E	11/12/2009			999999		265.26
1619	MIDWEST TAPE	E	11/12/2009			999999		844.66

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 M&I Bank

DATE RANGE:11/04/2009 THRU 11/17/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1633	FISHNET SECURITY INC	E	11/12/2009			999999		610.08
1792	B&L WATERWORKS SUPPLY INC	E	11/12/2009			999999		1,558.17
1977	CDW GOVERNMENT, INC.	E	11/12/2009			999999		733.23
2137	VAN WALL GROUP	E	11/12/2009			999999		1,451.60
2165	CP COMMUNICATIONS	E	11/12/2009			999999		99.95
2166	CURTIS INSTRUMENTATION SE	E	11/12/2009			999999		680.00
2238	MISSION ELECTRONICS INC	E	11/12/2009			999999		1,972.62
2612	SANTA FE DISTRIBUTING INC	E	11/12/2009			999999		489.96
2841	KDH&E	E	11/12/2009			999999		676.00
2945	GALAXIE BUSINESS EQUIPMENT, IN	E	11/12/2009			999999		1,724.32
2960	PACE ANALYTICAL SERVICES INC	E	11/12/2009			999999		465.00
2974	H.W. WILSON COMPANY	E	11/12/2009			999999		430.00
3248	AIRGAS MID-SOUTH, INC	E	11/12/2009			999999		171.93
3261	PITTSBURG AUTO & GLASS	E	11/12/2009			999999		175.00
3281	USA BLUE BOOK	E	11/12/2009			999999		1,762.44
3570	AMERICAN EXPRESS	D	11/04/2009			999999		188.40
3802	BRENNTAG MID-SOUTH INC	E	11/12/2009			999999		1,948.00
3971	FASTENAL COMPANY	E	11/12/2009			999999		384.17
3972	WASHINGTON ELECTRONICS INC	E	11/12/2009			999999		288.50
4126	EMERGENCY MEDICAL PRODUCT INC	E	11/12/2009			999999		155.00
4133	T.H. ROGERS HOMECENTER	E	11/12/2009			999999		153.15
4183	BARBIZON LIGHT	E	11/12/2009			999999		541.27

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 M&I Bank

DATE RANGE:11/04/2009 THRU 11/17/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4186	KEN WILKERSON	E	11/12/2009			999999		1,800.00
4277	AMERICAN EQUIPMENT CO	E	11/12/2009			999999		114.50
4354	LIFESTYLE LEASING INC	E	11/12/2009			999999		825.50
4390	SPRINGFIELD JANITOR SUPPLY, IN	E	11/12/2009			999999		294.90
4501	JAMES D PATTERSON	E	11/12/2009			999999		39.00
4603	KANSAS GOLF AND TURF INC	E	11/12/2009			999999		249.68
4618	TRESA NOYES	E	11/12/2009			999999		1,209.00
4638	SOUND PRODUCTS	E	11/12/2009			999999		46.35
4682	GLOVES INC	E	11/12/2009			999999		238.53
4711	RANDOM HOUSE, INC.	E	11/12/2009			999999		85.00
4766	ACCURATE ENVIRONMENTAL	E	11/12/2009			999999		126.97
5049	CRH COFFEE INC	E	11/12/2009			999999		30.80
5275	US LIME COMPANY-ST CLAIR	E	11/12/2009			999999		4,910.90
5287	AMSTERDAM PRINTING & LITHO	E	11/12/2009			999999		49.56
5296	RFB CONSTRUCTION INC	E	11/12/2009			999999		77,107.40
5474	THE UPS STORE	E	11/12/2009			999999		21.64
5552	NATIONAL SIGN CO INC	E	11/12/2009			999999		150.00
5558	MALLE SERVICE & SUPPLY	E	11/12/2009			999999		934.00
5580	THE NUTTY BAVARIAN	E	11/12/2009			999999		292.05
5635	LASER EQUIPMENT INC	E	11/12/2009			999999		193.73
5689	CONNIE ETZKIN	E	11/17/2009			999999		129.80
5758	ROLL OFF SERVICES INC (ATTN MA	E	11/12/2009			999999		605.20

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 M&I Bank

DATE RANGE: 11/04/2009 THRU 11/17/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5855	SHRED-IT USA INC	E	11/12/2009			999999		50.00
5883	SPROULS CONSTRUCTION INC	E	11/12/2009			999999		50,538.44
6118	CHOICE TECHNOLOGY LLC	E	11/12/2009			999999		480.00
6139	BOB MARTIN	E	11/12/2009			999999		4,780.00
6162	OZARK CRANE SERVICE INC	E	11/12/2009			999999		1,451.00
6175	HENRY C MENGHINI	E	11/12/2009			999999		473.00
6203	SOUTHWEST PAPER CO INC	E	11/12/2009			999999		377.18
6219	DOUGLAS PUMP SERVICE	E	11/12/2009			999999		15,047.37
6262	CLEAN THE UNIFORM COMPANY	E	11/12/2009			999999		373.56
6308	PITTSBURG TITLE LLC	E	11/12/2009			999999		340.00
6309	TAMMY FRYE	E	11/12/2009			999999		400.00
6311	AQUAFIX INC	E	11/12/2009			999999		759.53
6371	PIPELINE DATA MANAGEMENT INC	E	11/06/2009			999999		4,175.00
6376	ASTRID ZAGORSKI	E	11/12/2009			999999		75.00
6379	LIZZIE'S CUSTOM CATERING	E	11/05/2009			999999		270.00

* * T O T A L S * *	NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
REGULAR CHECKS:	48	218,244.38	0.00	218,244.38
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	10	125,859.76	0.00	125,859.76
EFT:	132	278,308.82	0.00	278,308.82
NON CHECKS:	0	0.00	0.00	0.00
		VOID DEBITS	VOID DISCOUNTS	VOID CREDITS
VOID CHECKS:	1	30.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: 80144	TOTALS:	191	622,442.96	0.00	622,442.96
BANK: 80144	TOTALS:	191	622,442.96	0.00	622,442.96	

VENDOR SET: 99 City of Pittsburg, KS
BANK: EFT MANUAL EFTS
DATE RANGE: 11/04/2009 THRU 11/17/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0152	JOHN VAN GORDEN	E	11/12/2009			999999		192.50
0297	PETTY CASH FUND	E	11/06/2009			999999		3,281.86
0577	KANSAS GAS SERVICE	E	11/09/2009			999999		5,637.75
0866	AVFUEL CORPORATION	E	11/09/2009			999999		20,234.86
1704	AMERICAN MEDIA INVESTMENTS	E	11/16/2009			999999		1,377.00
2433	THE MORNING SUN	E	11/13/2009			999999		675.00
3884	MARK D. TURNBULL	E	11/06/2009			999999		33.00
4059	PSU QUICK PRINT	E	11/13/2009			999999		287.60
4500	ANDREW HUYETT	E	11/09/2009			999999		50.00
5113	MIDWEST REGIONAL BALLET	E	11/12/2009			999999		4,810.73
5312	TOM GORMAN	E	11/10/2009			999999		100.00
5581	KOAM	E	11/13/2009			999999		4,250.00
5689	CONNIE ETZKIN	E	11/16/2009			999999		43.28
5758	ROLL OFF SERVICES INC (ATTN MA	E	11/10/2009			999999		1,243.80
5758	ROLL OFF SERVICES INC (ATTN MA	E	11/16/2009			999999		552.19

* * T O T A L S * *				
	NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
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:	15	42,769.57	0.00	42,769.57
NON CHECKS:	0	0.00	0.00	0.00
		VOID DEBITS	VOID DISCOUNTS	VOID CREDITS
VOID CHECKS:	0	0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: EFT	TOTALS:	15	42,769.57	0.00	42,769.57
BANK: EFT	TOTALS:		15	42,769.57	0.00	42,769.57

VENDOR SET: 99 City of Pittsburg, KS
 BANK: PY PAYROLL PAYABLES
 DATE RANGE: 11/04/2009 THRU 11/17/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0094	M&I BANK	D	11/13/2009			000000		68,826.72
0321	KP&F	D	11/13/2009			000000		27,433.94
0728	ICMA	D	11/13/2009			000000		6,579.17
1050	KPERS	D	11/13/2009			000000		19,208.45
0349	UNITED WAY OF CRAWFORD COUNTY	R	11/13/2009			161000		37.00
1503	FAMILY SUPPORT PAYMENT CENTER	R	11/13/2009			161001		347.73
2228	KANSAS PAYMENT CENTER	R	11/13/2009			161002		1,032.97
2577	OK CENTRALIZED SUPPORT RE	R	11/13/2009			161003		130.97
4252	GENERAL REVENUE CORPORATION	R	11/13/2009			161004		209.04
2228	KANSAS PAYMENT CENTER	R	11/13/2009			161005		50.31
0028	PAYROLL CLEARING	E	11/13/2009			999999		68,316.64

* * T O T A L S * *				
	NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
REGULAR CHECKS:	6	1,808.02	0.00	1,808.02
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	4	122,048.28	0.00	122,048.28
EFT:	1	68,316.64	0.00	68,316.64
NON CHECKS:	0	0.00	0.00	0.00
		VOID DEBITS	VOID DISCOUNTS	VOID CREDITS
VOID CHECKS:	0	0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: PY	TOTAL	11	192,172.94	0.00	192,172.94
BANK: PY	TOTALS:		11	192,172.94	0.00	192,172.94
REPORT TOTALS:			224	857,385.47	0.00	857,385.47

Passed and approved this 24th day of November, 2009.

Rudy Draper, Mayor

ATTEST:

Tammy Nagel, City Clerk



TRIPLETT, WOOLF & GARRETSON, LLC

LAW FIRM

Thomas C. Triplett
John P. Woolf
Thomas P. Garretson
James A. Walker
Timothy E. McKee
Theron E. Fry *
Eric B. Metz
Ron H. Harnden
Tad Patton
Rachael K. Pirner
Jeffrey D. Leonard
* Admitted in Kansas & Texas

2959 North Rock Road, Suite 300
Wichita, KS 67226

Email: jtklaus@twgfirm.com

TELEPHONE
(316) 630-8100

FAX
(316) 630-8101

Jeffery C. Dahlgren
J.T. Klaus
Jerald W. Rogers
Ross E. Hellwig
Amy Fellows Cline
Tyler E. Heffron
Paula D. Langworthy
Andrew N. Kovar
Emily N. Davis *
Mary F. Carson, *Of Counsel*

November 17, 2009

CITY OF PITTSBURG, KANSAS
Attn: Tammy Nagel, City Clerk
201 W. 4th St.
P. O. Box 688
Pittsburg, Kansas 66762

RE: *City of Wichita, Kansas
Hospital Facilities Refunding Revenue Bonds
(Via Christi Health System, Inc.)
Our File No. 9931-14*

Dear Ms. Nagel:

This letter is to provide you any and all necessary notice, pursuant to K.S.A. 12-1741a(a), that the City of Wichita, Kansas has issued its Letter of Intent to issue Hospital Facilities Refunding Revenue Bonds in an aggregate principal amount of not to exceed \$95,000,000 on behalf of Via Christi Health System, Inc. for the purpose of refunding certain bonds issued by the Issuer in 1999, which bonds were issued, in part, to finance certain hospital facilities located within the corporate limits of the City of Pittsburg, Kansas (Mt. Carmel Regional Medical Center). The City of Pittsburg's consent to the Letter of Intent is accordingly being requested. It is our understanding that consideration of this resolution will be included on the November 24, 2009 regular City Commission meeting agenda.

A form of resolution, which can be utilized for formal consideration, has been previously provided and is also enclosed with this request. Either the undersigned, or Mr. Andrew Kovar of our office, is planning on attending the meeting to address any questions (weather permitting).

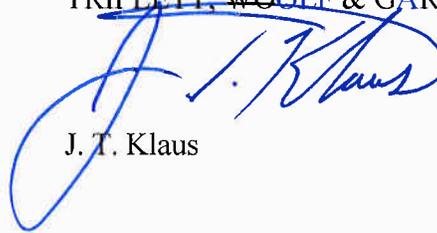
November 17, 2009

Page 2

If you have any questions regarding this matter whatsoever, please contact the undersigned at (316) 630-8100.

Very truly yours,

TRIPLETT, WOOLF & GARRETSON, LLC

A handwritten signature in blue ink, appearing to read "J. T. Klaus", is written over the printed name and firm name. The signature is stylized with a large loop at the end.

J. T. Klaus

JTK:ank

Enclosure

RESOLUTION NO. 1096

OF

THE

GOVERNING BODY OF

THE CITY OF PITTSBURG, KANSAS

APPROVING THE ISSUANCE BY

CITY OF WICHITA, KANSAS

OF NOT TO EXCEED

\$95,000,000

HOSPITAL FACILITIES REFUNDING REVENUE BONDS
(VIA CHRISTI HEALTH SYSTEM, INC.)

RESOLUTION NO. 1096

A RESOLUTION OF THE CITY OF PITTSBURG, KANSAS APPROVING THE ISSUANCE BY THE CITY OF WICHITA, KANSAS, OF CERTAIN HOSPITAL FACILITIES REFUNDING REVENUE BONDS IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED NINETY FIVE MILLION DOLLARS (\$95,000,000) FOR THE PURPOSES OF REFUNDING CERTAIN OUTSTANDING 1999 HOSPITAL FACILITIES IMPROVEMENT AND REFUNDING REVENUE BONDS.

WHEREAS, pursuant to the provisions of K.S.A. 12-1740 to 12-1749d, inclusive, as amended (the “Act”), and all acts amendatory thereof or supplemental thereto, the City of Wichita, Kansas (the “Issuer”) is authorized to issue revenue bonds of the Issuer for the purpose of paying the cost of purchasing, acquiring, constructing and equipping hospital facilities; and

WHEREAS, pursuant to the Act, the Issuer has previously issued certain Hospital Facilities Refunding and Improvement Revenue Bonds, Series IX, 1999 (Via Christi Health System, Inc.), in the aggregate principal amount of \$102,660,000 (the “1999 Bonds”); and

WHEREAS, the 1999 Bonds were issued, in part, to finance certain hospital facilities constituting the Mt. Carmel Regional Medical Center operated by Mt. Carmel Regional Medical Center, Inc. (the “Mt. Carmel Facility”) located within the corporate limits of the City; and

WHEREAS, the Issuer, Via Christi Regional Medical Center, Inc. (the “Medical Center”), Via Christi Rehabilitation Center, Inc. (the “Rehabilitation Center”), and Mt. Carmel Regional Medical Center, Inc. (the “Mt. Carmel Center”) now deem it necessary and desirable that the Issuer issue its Hospital Facilities Refunding Revenue Bonds (collectively, the “2009 Refunding Bonds”) for the purpose of refunding the Outstanding 1999 Bonds (the “1999 Refunded Bonds”) and paying a portion of the Costs of Issuance to be incurred in connection with the issuance of the 2009 Refunding Bonds; and

WHEREAS, Bond Counsel for the Issuer has caused notice of the Issuer’s letter of intent to issue the Bonds to be sent to the City, and is, pursuant to K.S.A. 12-1741a, requesting the approval of the City to the issuance of the Bonds.

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

SECTION 1. The City hereby approves of the issuance of the Bonds in an aggregate principal amount of not to exceed Ninety-Five Million Dollars (\$95,000,000) for the purpose of providing funds to refund the 1999 Refunded Bonds and paying a portion of the Costs of Issuance to be incurred in connection with the issuance of the 2009 Refunding Bonds

SECTION 2. This Resolution shall become effective upon its approval and passage by the governing body of the City of Pittsburg, Kansas.

PASSED AND APPROVED by the governing body of the City of Pittsburg, Kansas this 24th day of November, 2009.

CITY OF PITTSBURG, KANSAS

[seal]

By _____
Rudy Draper, Mayor

ATTEST:

By _____
Tammy Nagel, City Clerk



Interoffice Memorandum

TO: John D. VanGorden, Interim City Manager

FROM: Mark Turnbull, Director of Economic Development

DATE: November 13, 2009

SUBJECT: Agenda Item – Besse Hotel Forgivable Loan

This memorandum is to request approval of a \$200,000 forgivable 20 year term loan at 0 interest loan to the Downtown Pittsburg Partners LP for renovation of the City of Pittsburg's landmark Besse Hotel. Total project cost is estimated to be in excess of \$9,422,000 to renovate 49 apartments. I would reiterate that the project is of very high importance to the city, as a historic landmark and anchor for downtown revitalization.

The Besse is referred to as the 13-story building in a 3-story town. It can be seen for miles outside the city. Many local residents fondly remember the dances and other social events held at the hotel. Due to its sheer size and central downtown location, the building will rapidly become a blighting influence if left closed and neglected. If properly renovated, the Besse will again be a source of pride and a catalyst for advancement of our downtown revitalization efforts. Downtown investments already made by the City include a \$4.5 million streetscape project, a \$400,000 façade grant program, a \$200,000 second-story apartment renovation loan program, and a public-private partnership effort to construct Immigrant Park and Coal Miners' Memorial. All of this could be jeopardized by a blighted Besse Hotel.

The City is already committed to help financially with the Besse Hotel project through purchasing a business next door has been demolished it and paved to allow secured parking for Besse residents. The 49 parking spaces will be assigned to Besse tenants, at no charge to the project. This cost to the city will be approximately \$300,000. This forgivable loan for the project is to assist with the financing gap.

The developer for this project has informed us that he faces a financing gap resulting from two unforeseen circumstances. First the State Fire Marshall downgraded the exit capacity of the building's stairwells, increasing the construction cost. Second, the developer informs us that the tax credits sell for a deeper discount today due to the uncertainty in the financial markets. Several local banks; University, M&I and Labette Bank, has shown great leadership in pulling the financial package together to make the project work in spite of these difficulties, but it has not been easy. We think this proposal for renovation of the Besse Hotel is our only realistic chance to save the building and advance our downtown revitalization efforts.

Staff requests approval and if approved authorizing the Mayor to sign all appropriate documents for a \$200,000 forgivable loan based on long term jobs projected and private injection of financing to complete the project and an occupancy rate of 90 percent or greater.

Thank you for considering this request.

CITY OF PITTSBURG, KANSAS
PRESBYTERIAN CHURCH FUND ECONOMIC DEVELOPMENT APPLICATION

A. APPLICANT INFORMATION

Name of Corporation/Partnership Downtown Pittsburg Housing Partners, LP
Date of Request 9/21/2009
Address 416 East 3rd Street, Kansas City, MO 64106
Primary Contact Garrison Hassenflu
Address 416 East 3rd Street, Kansas City, MO 64106
Phone (816) 474-4857 Fax (816) 474-4867 E-mail ghassenflu@garrisoncompanies.com

B. Name and addresses of all persons or corporations who would be obligated as either applicant or personal guarantors of loans:

Name: Downtown Pittsburg Housing Partners, LP
Address: 416 East 3rd Street, Kansas City, MO 64106
Name: Garrison Hassenflu
Address: 416 East 3rd Street, Kansas City, MO 64106
Name: _____
Address: _____

C. Name and addresses of the principal officers and directors of the applicant:

Name: Garrison Hassenflu
Address: 416 East 3rd Street, Kansas City, MO 64106
Name: _____
Address: _____
Name: _____
Address: _____

D. Nature of applicant's business:

Real Estate Development

E. The products to be assembled or manufactured or services to be rendered:

Rehabilitation of the Besse Hotel into low/moderate income housing.

F. Applicant's Attorney

Name Joel Laner
Phone Number (816) 753-5678

G. Applicant's Financial Advisor

Name Tara Sherbert
Phone Number (704) 752-0777

H. Applicant's Accountant

Name Greg Nowling
Phone Number (317) 841-3393

I. Applicant's Bond Counsel (IF APPLICABLE)

Name _____
Phone Number _____

J. Applicant's Bond Underwriter (IF APPLICABLE)

Name _____
Phone Number _____

K. Loan Information:

Estimated amount of loan: \$200,000
Number of Years to retire loan: 50 years

List previous loans and credit references Tad Dunham—M&I Bank, Pittsburg, KS (now at University National)

L. Use of Loan Proceeds :

Amount requested for purchase of land:	<u>\$</u>
Amount requested for land improvements (bldgs)	<u>\$200,000</u>
Amount requested for mandatory and equipment:	<u>\$</u>
Capitalized debt service:	<u>\$</u>
Loan closing costs:	<u>\$</u>
Working capital:	<u>\$</u>
Other (specify): _____	<u>\$</u>
TOTAL REQUEST	<u>\$200,000</u>

M. Loan Proposal:

- 1. Will the loan refinance an existing project? no
- 2. Will the loan proceeds be used to expand or replace an existing facility? no
- 3. Is the applicant presently located in the City of Pittsburg? no
- 4. What type and size of building will be constructed? none, historic rehab.
- 5. Name and address of Contractor Construction Dynamics
PO Box 258, Fremont, NE 68026
- Name and address of Architect: E+U Architects
1006 Olive Street, Suite 200, St. Louis, MO 63101
- 6. What type of equipment will be financed? none
- 7. If the applicant will be in direct competition with local firms,
(a) name of firms: Knights of Columbus Towers, Stillwell Apartments
- (b) describe nature of the competition: Low/Moderate income housing needs identified in a survey exceed the current supply, including this project.

N. Loan Analysis:

- 1. Has the 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.) see proforma
- 2. Has additional financing, whether internally generated or through other loans, been arranged? (If yes, explain on an attached sheet) yes
- 3. Has the applicant investigated conventional financing? What are the proposed terms? yes, see proforma
Yes, we are working with M&I Bank, University Bank, and Bennington State Bank.

O. Proposed Location:

- 1. Is the prospective location properly zoned? yes
- 2. If a zoning change is pending, cite application number and present status. If application has not been made, briefly describe what change will be needed and plans for submitting application:
none pending

P. Ownership and Management:

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

Limited Partnership

Note relationship to a parent company: Limited Partner

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

\$

Please Explain _____

3. Describe all threatened or pending/outstanding litigation and legal claims or regulatory issues:

none

Disclosure items:

Has the applicant or any affiliated party defaulted on a real estate obligation? no

Has the applicant or any affiliated party declared bankruptcy? no

Has the applicant or any affiliated party had judgements recorded against them? no

If the answer is yes to any of the above, please explain.

4. Attach proforma statements through ten (10) years of operation beginning from issuance of the loan, including revenue projections, operating expense projections, and a debt amortization schedule.

Q. Financial Responsibility (IRB's):

1. How many years has the applicant been in business? 12

2. What amount is the applicant to deposit in a reserve account for payment of debt service? \$106,494

R. Tax Exemption/Payment:

1. Will the applicant request an ad valorem tax exemption? yes

a) If yes, what does applicant propose as an annual payment in lieu of taxes? \$0

S. Measure of Economic Growth and Benefit:

1. What dollar amount of sales is contemplated? N/A (rental housing)

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

3. What is the estimated amount of merchandise and services purchased locally, per year? N/A

4. How many people will the project employ: 5

Type: Professional 2 – a lawyer and accountant will be hired for part time work

Technical _____

Clerical 1 – property manager

General Labor 2 – two part-time maintenance/repair/grounds workers

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

6. What is ratio of loan fund dollars to jobs created? \$40,000/1 job

- T. 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 more 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. Audited financials are required, and if not available, provide an explanation.
 7. Copy of Business Plan
 8. Letter from the primary lender(s) stating the amount of conventional financing available for the project
- U. Applicant should be aware that additional financial data shall be required if requested by the City Manager, City Attorney or other persons authorized by the City of Pittsburg, Kansas, including the Economic Development Revolving Loan Fund (Sales Tax) Committee (EDAC).**
- V. 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.**
- W. EACH APPLICANT ALSO EXPRESSLY AGREES AND UNDERSTANDS THAT THE CITY'S MONETARY PLEDGE OF MONIES FROM THE FUND AND COMMITMENTS MADE IN ANY AGREEMENT SHALL BE CONTINGENT UPON THE CITY CONTINUING TO COLLECT THE ONE-HALF CENT CITY RETAILERS' SALES TAX; AND APPLICANT ACKNOWLEDGES THAT SAID SALES TAX MAY BE DISCONTINUED AS PROVIDED BY THE PREISIONS OF K.S.S. 12-187 et. Seq. AND AMENDMENTS THERETO, AT ANY TIME.**

Signature 

Date 11/13/09

Title _____



Interoffice Memorandum

TO: John Van Gorden
FROM: Mark Turnbull
DATE: November 4, 2009
SUBJECT: Besse Hotel Parking Lease

As part of the renovation of the Besse Hotel for residential apartments, the City has committed to providing 49 parking spaces for the exclusive use of tenants in the building. The dedication of one parking space per apartment is a requirement of the tax credit financing that has been awarded to the project. This plan allows for 49 spaces to be dedicated to the project, while keeping 13 spaces along the alley open to the public and available to customers at Harry's Cafe current and future business along Broadway.

Attached is a proposed lease agreement, drafted by City Attorney Henry Menghini, with Downtown Pittsburg Housing Partners LP, the entity formed to administer the Besse Hotel Project. This is a 50-year lease, for \$1.00 per year, provided the building is used for HUD-approved housing purposes. The tenant will erect fence and gate around the perimeter of the leased lot, subject to city approval, install parking lot lighting, and stripe and maintain the lot during the lease period. A final revised copy of the lease is included in this request. The developer must have this lease in place in order to secure the tax credit financing for the project.

Commission action requested is to approve the lease and authorize the Mayor to sign on behalf of the city.

**PARKING LOT
LEASE AGREEMENT**

THIS PARKING LOT LEASE AGREEMENT (the "Lease") is made as of the ____ day of _____, 2009, (the "Lease Date") by and between the City of Pittsburg, Kansas, a municipal corporation ("Owner"), and Downtown Pittsburg Housing Partners, L.P., ("Lessee").

WHEREAS, Lessee has purchased the real estate formerly known as the Besse Hotel in Pittsburg, Kansas to renovate and remodel the same for use as low to moderate income residential housing in accordance with H.U.D. guidelines;

WHEREAS, the Owner has agreed to Lease to the Lessee forty-nine (49) parking spaces for the sole use of the Lessee's tenants in the former Besse Hotel; and

WHEREAS, Lessee and Owner have agreed to enter into this Lease on the following mutually agreed terms and conditions:

W I T N E S S E T H:

1. Basic Lease Provisions. The following constitute the basic provisions of this Lease:

- (a) Leased Premises Address: See Certificate of Survey and legal description therein attached hereto as Exhibit A.
- (b) Yearly Lease Payment: \$1.00
- (c) Lease Commencement Date: _____, 2009
- (d) Rent Commencement Date: _____, 2009
- (e) Expiration Date: _____, 2059
- (f) Permitted Use: Short term residential parking for low to moderate income tenants residing in the former Besse Hotel.
- (g) Address for Notice:

Owner: City of Pittsburg, Kansas
Attn: City Clerk
P.O. Box 688
Pittsburg, KS 66762

Lessee: Downtown Pittsburg Housing Partners,
L.P.

Attn.: _____

(h) Address for payment
of rent:

City of Pittsburg, Kansas
Attn: Director of Department of Finance
P.O. Box 688
Pittsburg, KS 66762

2. Leased Premises. For and in consideration of the rent to be paid to Owner by Lessee and the mutual covenants hereinafter contained, Owner does hereby lease unto Lessee, and Lessee does hereby lease and accept, from Owner all upon the terms and conditions hereinafter set forth the premises, as described on Exhibit A attached hereto.

3. Term. To have and to hold the Leased Premises commencing on the Lease Commencement Date as set forth in Section 1, and terminating on the Expiration Date set forth in Section 1 (the "Term").

4. Rent. Lessee shall pay to Owner at the address set forth in Section 1, as rent for the Leased Premises, commencing on the Base Rent Commencement Date and continuing throughout the Term in lawful money of the United States, payable in equal yearly installments as set forth in Section 1 (the "Base Rent"), on the first day of each year during the Term.

5. Business and Personal Property Taxes, Special Assessments, and Ad Valorem Taxes. During the entire term of this Lease, in addition to the rent payments required herein, Lessee shall pay any business, personal property, ad valorem taxes, and special assessments levied and assessed against the Leased Premises, including any taxes and assessments levied or assessed as the result of Lessee's business operations thereon.

The Lessee shall have the right to contest the validity of any of the above referenced taxes levied or assessed against the Premises, by appropriate legal

proceedings, but his shall not be deemed or construed in any way as relieving, modifying, or extending the Lessee's covenant to pay all such taxes before a penalty is assessed and in the manner and in this paragraph provided. The Owner shall not be required to join in any such proceedings unless it shall be necessary for Owner to do so in order to properly prosecute such proceedings, in which case the Lessee agrees to indemnify and hold the Owner harmless against and from any and all costs and expenses, including reasonable attorney fees, in connection therewith.

6. Improvements to Leased Premises.

- (a) The Owner has previously purchased and demolished the building owned by James and Marilyn Bishop formerly occupied by Peel's Beauty Supply. Owner shall remove the concrete island, the existing light poles in the concrete island and other structures in the parking area outlined on Exhibit A and pave the parking area. Lessee shall develop a parking space plan, install parking space delineation lines, and install and construct fencing, install an entry gate and be solely responsible for illumination of the parking area outlined on Exhibit A. Lessee shall be solely responsible for the cost of installing the parking space delineation lines, purchasing and installing the fencing, additional lighting and entry gate. Lessee acknowledges that all plans for such parking space delineation lines, fencing, lighting and entry gate must receive approval of Owner prior to commencing said improvements.

7. Use of Leased Premises.

- (a) The Demised Premises shall be used for the Permitted Use set forth in Section 1.
- (b) Lessee will permit no liens to attach or exist against the Leased Premises, and shall not commit any waste on or to the Leased Premises. Lessee shall remove within sixty (60) days of notice of attachment any and all liens attached against the Leased Premises which are attached by persons claiming through or against the Lessee; unless within said sixty (60) day time period, Lessee notifies the City in writing of its intent to contest such lien and, if requested by the City, deposits with the City a bond in favor of the City in the amount of the asserted lien indemnifying and protecting the Leased Premises and the City from and against any liability, loss, damage, cost and expense connected with the asserted lien.
- (c) Lessee shall not in any way violate any law, ordinance or restrictive

covenant affecting the Leased Premises.

8. Insurance.

- (a) Lessee covenants and agrees that from and after the Lease Commencement Date, Lessee will carry and maintain the following types of insurance, in the amounts specified and in the form hereinafter provided for on the Leased Premises:
 - (i) Liability insurance in the Commercial General Liability form covering the Leased Premises and Lessee's use thereof against claims for personal injury or death, and property damage occurring upon, in or about the Leased Premises, which shall provide combined single limits amounts not less than \$1,000,000.00.
- (b) All policies of the insurance provided for herein shall be issued by an insurer licensed to do business in the State of Kansas. The policies shall name the Owner as an additional insured relating to the Leased Premises. Certificates of Insurance shall be delivered to Owner prior to the Lease Commencement Date and shall be provided to Owner on an annual basis thereafter.
- (c) All policies of insurance provided for herein shall provide for at least thirty (30) days prior written notice of cancellation or amendment to Owner.

9. Indemnity.

- (a) Lessee agrees to hold Owner harmless and indemnify Owner against any and all claims against Owner caused, either in whole or in part, by an act, or failure to act, or other negligence of Lessee, its officers, employees, agents, subcontractors, tenants, lessees, or licensees arising out of Lessee's use of the Leased Premises.
- (b) Lessee further waives any and all rights of recovery against Owner, and releases Owner, for property damage caused by the Owner, its officers, employees, agents, representatives or others under its control for said loss or damage covered by Lessee's property insurance.

10. Maintenance and Repairs. Lessee shall maintain in good condition and repair the Leased Premises. Lessee's obligation to maintain or repair shall exclude any maintenance and repair required because of the act or negligence of Owner, its employees

or agents.

11. Lessee's Fixtures. Lessee shall have the right to install in the Leased Premises trade fixtures required by Lessee or used by it in its business, and if installed by Lessee, to remove any or all such trade fixtures upon termination of this Lease; provided, however, that Lessee shall repair and restore any damage or injury to the Leased Premises (to the condition in which the Leased Premises existed prior to such installation) caused by the installation and/or removal of any such trade fixtures.

12. Signs. All signs, advertisements or notices on the Leased Premises shall conform to all applicable laws, ordinances, or covenants affecting the Leased Premises.

13. Governmental Regulations. Lessee shall comply with all present and future laws, ordinances and regulations of all applicable governing authorities relating to (a) all or any part of the Leased Premises, (b) to the use or manner of use of the Leased Premises which shall include, without limitation, compliance with environmental laws, ordinances and regulations. Owner represents that the Leased Premises are, at the time of delivery to Lessee, compliant with applicable laws, ordinances and regulations.

14. Waste and Nuisance. Lessee shall not maintain a nuisance or commit waste upon the Leased Premises, and at the termination of this Lease shall surrender and deliver the Leased Premises to Owner in as good condition as the same were at the commencement of the term excepting (1) normal wear and tear, and (2) damage or loss for which Owner has waived recovery of. For purposes of this Lease, a nuisance shall include the presence of inoperable vehicles upon the Leased Premises.

15. Lessee Alterations and Additions. Lessee shall not make any alterations, improvements, or additions to the Leased Premises without first obtaining Owner's prior written consent (which consent Landlord agrees not unreasonably to withhold). Except as otherwise provided herein, all improvements and all repairs affixed to the Leased Premises by Lessee shall immediately upon completion or installation thereof be and become part of the Leased Premises and the property of Owner without payment therefore by Owner and shall be surrendered to Owner upon the expiration or earlier termination of this Lease.

16. Exterior Maintenance and Storage. Lessee shall maintain in good condition the landscaped areas of the Leased Premises and shall keep the parking lot free from trash and debris. Lessee shall also prohibit any outdoor storage on the Leased Premises.

17. Lessee's Default.

- (a) The occurrence of any one or more of the following events shall constitute an “Event of Default” of Lessee under this Lease:
 - (i) if Lessee fails to pay Rent, or taxes or insurance for more than twenty (20) days after receipt of written notice from Owner of such failure;
 - (ii) if Owner fails to perform or observe any other term of this Lease and such failure shall continue for more than thirty (30) days after Owner gives Lessee written notice of such failure, or, if such failure cannot be corrected within such thirty (30) day period, if Tenant does not commence to correct such default within said thirty (30) day period and thereafter diligently prosecute the correction of same to completion within a reasonable time.

- (b) Upon the occurrence of any one or more Events of Default, Landlord may, at Owner’s sole option:
 - (i) Terminate this Lease by giving Lessee thirty (30) days prior written notice of termination, in which event this Lease shall expire and terminate on the date specified in such notice of termination and all rights of Lessee under this Lease and in and to the Leased Premises shall terminate. Lessee shall remain liable for all obligations under this Lease arising up to the date of such termination, and Lessee shall surrender the Leased Premises to Owner on the date specified in such notice; or
 - (ii) Terminate this Lease as provided in this Lease and recover from Lessee all damages Owner incurs by reason of Lessee’s default, and all rent due and owing for the remaining term of the Lease; or
 - (iii) Pursue such other remedies as are available at law or equity. Notwithstanding anything to the contrary, Owner shall exercise best efforts to mitigate damages in the event of Lessee’s default.

18. Owner’s Right of Entry. Lessee agrees to permit Owner and the authorized representatives of Owner to enter upon the Leased Premises at all reasonable times for the purposes of inspecting the Leased Premises.

19. Notices. Any notice required or permitted to be given or served by either party to this Lease shall be deemed given when made in writing, and either (i) personally

delivered, (ii) deposited with the United States Postal service, postage prepaid, to be mailed by registered or certified mail, return receipt requested, or (iii) delivered by nationally recognized overnight delivery service providing proof of delivery, properly addressed to the address set forth in Section 1 (as the same may be changed by giving written notice of the aforesaid in accordance with this Lease). If any notice mailed is properly addressed with appropriate postage but returned for any reason, such notice shall be deemed to be effective notice and to be given on the date of mailing.

20. Assignment and Subleasing. Lessee shall not assign, sublease, or transfer the Lease, or any interest therein, without the prior express written consent of Owner which consent shall not be unreasonably withheld provided the proposed assignee, sublessee or transferee agrees, in writing, to continue to operate the former Besse Hotel in accordance with H.U.D. low to moderate income guidelines. Notwithstanding the foregoing, intercorporate or intercompany transfers involving mergers, acquisitions, stock transfers, or corporate restructuring shall not be considered an assignment, sublease or transfer of this Lease by Lessee.

21. Quiet Enjoyment. So long as Lessee has not committed an Event of Default hereunder, Owner agrees that Lessee shall have the right to quietly use and enjoy the Leased Premises for the Term.

22. Miscellaneous.

- (a) This Lease shall extend to and be binding upon the parties hereto, their affiliates, subsidiaries, trustees, successors and assigns.
- (b) If any clause or provision of this Lease is determined to be illegal, invalid or unenforceable under present or future laws effective during the Term, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and that in lieu of such illegal, invalid or unenforceable clause or provision there shall be substituted a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as maybe possible and be legal, valid and enforceable.
- (c) Time is of the essence of this Lease.
- (d) No failure of Owner or Lessee to exercise any power given Owner or Lessee hereunder or to insist upon such strict compliance by Owner or Lessee with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of

Owner's or Lessee's rights to demand exact compliance with the terms hereof.

- (e) This Lease contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force and effect.
- (f) If either party shall file suit to enforce any provision of this Lease then the prevailing party in litigation shall be entitled to recover its reasonable attorney's fees and costs incurred from the other party.
- (g) The captions of this Lease are for convenience only and are not a part of this Lease, and do not in any way define, limit, describe or amplify the terms or provisions of this Lease or the scope or intent thereof.
- (h) This Lease may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.
- (i) This Lease shall be interpreted under the laws of the State of Kansas. Both Owner and Lessee agree to submit to the jurisdiction and venue of a State of Kansas court sitting in Crawford County, Kansas, for the resolution for disputes arising hereunder.
- (j) The parties acknowledge that this Lease is the result of negotiations between the parties, and in construing any ambiguity hereunder no presumption shall be made in favor of either party.
- (k) This lease shall be subordinate to any mortgage on the property.

OWNER:

City of Pittsburg, Kansas

By: _____
Rudy Draper, Mayor

ATTEST:

Tammy Nagel - City Clerk

(SEAL)

LESSEE:
Downtown Pittsburg Housing Partners, L.P.

By: _____
Name: _____
Title: _____

ATTEST:

Name: _____
Title: _____



Interoffice Memorandum

TO: JOHN D. VANGORDEN
Interim City Manager

FROM: WILLIAM A. BEASLEY
Director of Public Works

DATE: November 18, 2009

SUBJECT: Agenda Item – November 24, 2009
Department of Public Works
Proposed Increases in Fees and Charges

The staff has reviewed the fees and charges associated with the various divisions within the Department of Public Works. We would propose an increase in those fees described below and provided in more detail on the attachments.

BUILDING PERMIT FEES

The fees for building permits have not been increased since 2006. Typically, inflation rates, up until this year, have ranged 3% per year. We are proposing a modest increase of 5%. This would equate to the cost of a building permit for a \$100,000 home to increase \$9.15.

PLANNING, INSPECTION AND ENGINEERING

It has been approximately six years since the fees for planning, inspection and engineering have been increased. We have determined the cost for publications, administrations and supplies to provide the services currently outlined in the attachment. We are proposing an increase in these fees to cover those costs.

NUISANCE ABATEMENT

In 2006, the City increased the fees for the abatement of nuisances, which include weeds and grass and trash. On the attached information, you can see that the increase in these fees had little effect in reducing the number of nuisance abatements by the City, as they have increased every year. We have reviewed the charges for abatement and are proposing an increase to these fees. The City does not want to be in the abatement business and hopes that the increased costs will deter individuals from having the City abate their nuisances.

**MEMO FOR RECORD
NOVEMBER 18, 2009
PAGE TWO**

AIRPORT

Currently, the City is charging \$1 above its cost for local Jet A and 100LL fuel and \$1.25 above cost for the purchase of Jet A and 100LL by transients. The City has reduced expenses at the airport by the elimination of one full-time employee and by changing the hours of operation. Currently, there is only one hangar space not leased. The City is also receiving revenue through the leasing of the office in the second floor of the terminal building. Even with these efforts, the City is still subsidizing the airport approximately \$40,000 to \$50,000.

During a recent meeting with the Airport Advisory Committee, the staff provided the attached documentation concerning fuel prices and expenses at the airport. After reviewing this information, the Committee voted not to change fuel prices at this time, but to review them at the end of the first quarter of 2010. Therefore, the staff is recommending that fuel prices stay at their current amounts. There are at least two corporate users who have approached the City about reducing fuel prices to \$.75 above cost for local users.

Hangar lease fees were reviewed and increased in 2009, so the staff is not recommending an increase in these fees for 2010. The staff would, however, like to establish a monthly outside aircraft tie down fee of \$22 per month. Currently, we have a per night tie down fee, but until recently did not see the need for a monthly fee. This year, the airport staff had at least one occasion where an airplane was tied down on the airport apron in excess of one month.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, November 24, 2009. Action being requested is to increase those fees as provided and to acknowledge leaving fuel sales at the airport at the current amounts.

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

Attachments: 2010 Proposed Fees Schedule
 Airport Information

cc: Tammy Nagel, City Clerk
 Bill Pyle, Airport Manager
 Memo File

BUILDING PERMIT FEES

The Fee Schedule shown below is taken from the City Municipal Code Book. Current fees were adopted in 2006. Proposed new fees are shown in bold italics underlined font next to the current fees.

Fees have not increased in almost four (4) years. Typical inflation rate is 3% per year. Proposed new rates show a modest increase of 5% to the current rates.

BUILDING PERMIT FEE SCHEDULE

Total Valuation	Fee
\$1.00--\$500.00	\$15.00 <u>\$15.75</u>
\$501.00-- \$2,000.00	\$15.00 <u>\$15.75</u> for the first \$500.00, plus \$1.75 <u>\$1.85</u> for each additional \$100.00 or fraction thereof, to and including \$2,000.00.
\$2,001.00-- \$25,000.00	\$41.25 <u>\$43.50</u> for the first \$2,000.00, plus \$6.25 <u>\$6.55</u> for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00.
\$25,001.00-- \$50,000.00	\$185.00 <u>\$194.15</u> for the first \$25,000.00, plus \$4.25 <u>\$4.45</u> for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00.
\$50,001.00-- \$100,000.00	\$303.75 <u>\$305.40</u> for the first \$50,000.00, plus \$3.25 <u>\$3.40</u> for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00.
\$100,001.00 and up	\$466.25 <u>\$475.40</u> for the first \$100,000.00, plus \$2.75 <u>\$2.90</u> for each additional \$1,000.00 or fraction thereof.

PLANNING, INSPECTION AND ENGINEERING FEES:

The Planning, Inspection, and Engineering Fee Schedule has been in place since 2004 (possibly earlier). Fees have not increased in six (6) years. Typical inflation rate is 3% per year. The proposed new rates are designed to cover the increased costs of publication, postage, paper, fees of other agencies, etc.

Source: <http://www.aier.org/research/worksheets-and-tools/cost-of-living-calculator>

PLANNING DIVISION –

<u>Current</u>	<u>Proposed</u>	
\$150	\$180	1. Filing fee for Zoning Ordinance Amendment, Change in Zoning, District Boundary or Conditional Use Permit.
\$100	\$120	2. Filing fee for Board of Zoning Appeals.
\$3.00	\$3.60	3. Filing fee for final plat of land (per lot): Minimum fee of \$75 \$90. - Maximum fee of \$150 \$180).
\$100	\$120	4. Filing fee for vacation of street or alley.
\$30	\$36	5. Zoning & Subdivision Regulations (Book).
\$15	\$18	Zoning & Subdivision Regulations (CD).

INSPECTION DIVISION –

<u>Current</u>	<u>Proposed</u>	
\$25	\$30	1. Filing fee for hearing before the Building Code Board of Appeals.
\$15	\$16.50	2. Certification fees (Plmb, Elec, Mech.)

ENGINEERING DIVISION –

<u>Current</u>	<u>Proposed</u>	<u>Plotted Drawing Size</u>
\$5	\$6	18" x 24"
\$10	\$12	24" x 36"
\$15	\$18	36" x 36"
\$20	\$24	36" x 42"
\$30	\$36	36" x 60"
\$45	\$54	Large Sewer Map
\$1.75	\$2.15	Plat book page
\$100	\$120	Plat book
.10	.15	8.5" x 11" Xerox copy
.15	.20	8.5" x 14" Xerox copy
.20	.25	11" x 17" Xerox copy

NUISANCE ABATEMENT FEES:

In 1999 the City adopted Ord. G-832 establishing fees for nuisance abatement. These fees were set at:

- \$45. per hour for abating & terminating the nuisance. Minimum charge of 1 hour.
- + \$11.25 per each quarter-hour increment over 1 hour.
- + \$35. Administration fee

The minimum charge for the city to abate a nuisance was \$80. In 2006 dollars this amount was equivalent to \$66. It was much cheaper to allow property to become a nuisance and have the City abate the nuisance than it was to keep it properly maintained.

Source: <http://www.aier.org/research/worksheets-and-tools/cost-of-living-calculator>

In 2006 the City adopted Ord. G-998 & G-999 increasing these fees to:

- \$150. per hour for abating & terminating the nuisance. Minimum charge of 1 hr.
- + \$37.50 per each quarter-hour increment over 1 hour.
- + the cost incurred for dumpster rental and landfill fees.
- + \$75. Administration fee

The minimum abatement and administration charge for the city to abate a nuisance is now set at \$225. As shown in the figures below, the increased fee has had no effect on the amount of nuisances the city has had to abate.

	<u>Year</u>	<u>Weeds & Grass</u>	<u>Trash</u>
Nuisances	2004	86	40
Abated by	2005	77	42
The City	2007	133	59
	2008	182	90

Codes Enforcement is requesting to increase the cost of abatement to the following:

- \$200. per hour for abating & terminating the nuisance. Minimum charge of 1 hr.
- + \$50. per each quarter-hour increment over 1 hour.
- + the cost incurred for dumpster rental and landfill fees.
- + \$100. Administration fee.

Proposed minimum fee is \$300 for nuisance abatement. The purpose of this increase is to cover increasing costs of fuel, landfill tipping fees, etc. Another reason for the increase is to intentionally price ourselves out of the lawn mowing and nuisance abatement business.

Pittsburg Municipal Airport Fuel Sales

Jan1,2009 through Oct31, 2009

Jet A Local	-	111,444.80	Gallons
100 LL Local	-	14,713.30	Gallons
Jet A Transit	-	15,002.80	Gallons
100 LL Transit	-	9,090.00	Gallons
TOTAL	=	150,250.90	Gallons

January 1, 2009 through March 31, 2009

Jet A Local	-	31,646.60	Gallons	75¢ above cost	=	\$23,734.95
Jet A Transit	-	5,218.70	Gallons	\$1.00 above cost	=	\$5,218.70
100 LL	-	4,965.80	Gallons	\$1.00 above cost	=	\$4,965.80

April 1, 2009 through October31, 2009

Jet A Local	-	79,798.20	Gallons	\$1.00 above cost	=	\$79,798.20
100 LL Local	-	9,747.50	Gallons	\$1.00 above cost	=	\$9,747.50
Jet A Transit	-	9,784.10	Gallons	\$1.25 above cost	=	\$12,230.13
100 LL Transit	-	9,090.00	Gallons	\$1.25 above cost	=	\$11,362.50
TOTAL	=	150,250.90	Gallons	TOTAL	=	\$147,057.78

November 10, 2009 Fuel Price Per Gallon

Jet A Local	-	\$3.77	100LL Local	-	\$4.38
Jet A Transit	-	\$4.06	100LL Transit	-	\$4.64

January 1, 2008 through October 31, 2008

Jet A Local	-	132,557.80	Gallons	50¢ above cost	=	\$66,278.90
Jet A Transit	-	30,771.50	Gallons	75¢ above cost	=	\$23,078.63
100 LL	-	22,553.50	Gallons	50¢ above cost	=	\$11,276.75
TOTAL	=	185,882.80	Gallons	TOTAL	=	\$100,634.28

GENERAL FUND - ATKINSON AIRPORT

	2005	2006	2007	2008	2008 Y-T-D	2009 REVISED BUDGET	2010 ADOPTED BUDGET
REVENUES							
CHARGES FOR SERVICES							
108-000.000-468.000	455,385.74	465,354.36	553,804.19	790,675.14	333,253.12	790,000.00	790,000.00
108-000.000-468.001	88,211.10	100,531.00	106,086.00	120,158.58	83,945.05	120,000.00	120,000.00
108-000.000-468.002	39,613.88	42,121.34	47,128.18	48,202.27	44,608.20	48,000.00	48,000.00
108-000.000-468.003	586.96	481.90	548.30	1,014.15	881.45	1,000.00	1,000.00
108-000.000-468.004	182.50	240.00	904.25	606.00	896.95	600.00	600.00
108-000.000-468.005	9,301.30	6,545.40	6,580.26	9,217.13	8,117.85	9,200.00	9,200.00
108-000.000-468.006	371.48	370.70	376.00	286.70	90.50	200.00	200.00
108-000.000-468.007	8,232.00	5,915.00	1,039.00	1,032.00	2,380.00	1,000.00	1,000.00
108-000.000-468.008	1,027.58	934.33	813.52	1,717.00	1,320.00	1,700.00	1,700.00
108-000.000-468.009	-	(4,656.69)	(19,238.37)	(27,914.72)	(13,388.10)	(28,000.00)	(28,000.00)
108-000.000-468.010	-	(1,384.52)	(4,812.52)	(5,013.73)	(3,137.47)	(5,000.00)	(5,000.00)
108-000.000-468.015	-	-	-	1,960.00	1,400.00	2,000.00	2,000.00
108-000.000-468.521	1,538.96	326.85	327.48	5,051.46	1,813.95	5,000.00	5,000.00
108-000.000-468.522	1,237.50	1,350.00	1,350.00	112.50	-	1,000.00	1,000.00
108-000.000-468.524	7,500.00	7,500.00	5,335.00	5,335.00	5,335.50	5,300.00	5,300.00
TOTAL	613,199.00	625,649.67	700,342.30	952,439.48	467,497.00	952,000.00	952,000.00
TRANSFERS							
108-000.000-698.100	9,637.20	-	-	-	-	-	-
TRF. FROM GENERAL FUND	9,637.20	-	-	-	-	-	-
TOTAL REVENUES	622,836.20	625,649.67	700,342.30	952,439.48	467,497.00	952,000.00	952,000.00

GENERAL FUND - ATKINSON AIRPORT

	2005	2006	2007	2008	2009 Y-T-D	2009 REVISED BUDGET	2010 ADOPTED BUDGET
EXPENDITURES							
PERSONNEL SERVICES							
108-385.000-701.000	115,303.78	130,707.20	148,638.33	141,191.34	83,902.44	103,128.00	103,128.00
108-385.000-702.000	-	-	10,867.30	7,878.80	5,330.00	6,000.00	6,000.00
108-385.000-703.000	3,615.29	2,522.28	2,821.74	6,387.12	97.14	3,000.00	3,000.00
108-385.000-706.000	4,549.48	6,635.49	10,471.32	10,317.00	18,050.00	17,621.00	17,821.00
108-385.000-707.000	92.76	94.55	120.90	117.80	66.20	200.00	200.00
108-385.000-708.000	99.71	325.85	337.41	428.43	240.13	305.00	383.00
108-385.000-709.000	3,330.00	4,183.00	3,680.00	3,287.00	4,238.00	4,238.00	4,238.00
108-385.000-710.000	4,910.82	5,514.01	7,879.30	6,594.32	4,717.57	6,651.00	8,008.00
108-385.000-712.000	1,700.04	1,653.66	2,272.22	2,164.30	1,234.05	1,628.00	1,828.00
108-385.000-713.000	7,269.08	7,070.51	9,715.78	9,254.16	5,276.60	6,954.00	6,954.00
TOTAL	140,670.96	158,706.55	196,604.30	187,390.27	123,154.13	149,725.00	151,160.00
CONTRACTUAL SERVICES							
108-385.000-721.000	15,754.00	16,195.00	15,016.00	15,589.00	4,871.36	16,195.00	16,195.00
108-385.000-722.000	17,659.80	19,547.81	22,796.27	21,623.96	17,993.98	18,000.00	18,000.00
108-385.000-722.010	-	-	-	1,500.32	3,000.64	3,000.00	3,000.00
108-385.000-730.000	22,193.96	11,597.96	5,725.25	5,520.08	5,681.61	12,000.00	12,000.00
108-385.000-735.000	7,000.00	11,700.00	13,000.00	12,000.00	13,000.00	13,000.00	13,000.00
TOTAL	62,607.76	59,046.77	56,637.62	55,233.36	44,547.59	62,195.00	62,195.00
COMMODITIES							
108-385.000-741.000	7,336.35	4,644.81	2,120.46	4,670.77	11,500.00	11,500.00	11,500.00
108-385.000-742.000	7,464.98	7,650.12	11,697.90	6,781.96	6,219.46	8,000.00	8,000.00
108-385.000-743.000	14,427.49	9,165.50	7,455.90	7,523.86	9,467.38	10,000.00	10,000.00
108-385.000-744.000	374,727.50	456,725.39	560,525.83	775,799.71	302,811.87	775,989.00	775,915.00
108-385.000-746.000	5,827.85	3,663.77	8,519.29	8,160.33	7,518.24	9,000.00	4,000.00
108-385.000-747.000	827.28	1,303.69	628.80	681.38	128.35	1,500.00	1,500.00
TOTAL	410,603.45	483,053.28	590,848.18	803,618.10	336,645.30	813,989.00	808,915.00
CAPITAL OUTLAY							
108-385.000-763.000	9,637.20	-	-	-	17,120.13	16,481.00	-
108-385.000-764.000	9,637.20	-	-	-	17,120.13	16,481.00	-
TOTAL	19,274.40	-	-	-	34,240.26	32,962.00	-
TOTAL EXPENDITURES	623,519.37	700,800.60	843,890.00	1,047,241.73	621,467.16	1,042,390.00	1,022,270.00
REVENUES OVER (UNDER) EXPENDITURES	(683.17)	(75,150.83)	(143,647.70)	(94,802.25)	(63,970.16)	(90,390.00)	(70,270.00)
UNENCUMBERED CASH BALANCE 01/01/XXXX	-	-	-	-	-	-	-
AD VALOREM PROPERTY TAX SUBSIDY	683.17	75,150.83	143,647.70	94,802.25	63,970.16	90,390.00	70,270.00



Interoffice Memorandum

TO: JOHN D. VANGORDEN
Interim City Manager

FROM: WILLIAM A. BEASLEY
Director of Public Works

DATE: November 18, 2009

SUBJECT: Agenda Item – November 24, 2009
Discussion on Possible Removal of Traffic Signal
Rose and Broadway

During the week of September 7, 2009, the traffic signal at Rose and Broadway was struck by lightning during a thunderstorm. The damage from this lightning strike was extensive and will require complete replacement of the controller and controller box. The City has received quotes for the repair of this controller, which will be between \$6,500 and \$7,500.

Since this lightning strike occurred, this light has been on flash and been monitored by City staff. There has only been one accident at this intersection since this light was placed on flash and this was caused by a vehicle traveling on Broadway applying their brakes abruptly at the intersection causing the vehicle to be rear ended.

In a Traffic Safety Audit of the City of Pittsburg in 2003, KDOT recommended removal of this signal (see attached). After taking traffic counts and monitoring this intersection, they indicated the intersection did not meet any warrants requiring a signal.

The City staff has conducted traffic counts of the Rose Street traffic and determined there is an average of 580 cars per 24-hour period on this street, which is below the required volume to warrant a signal. Most of this traffic was vehicles utilizing the bank drive-thru facility located at the corner of Rose and Broadway. The City staff contacted Brian Sutton, President of Commerce Bank, to discuss the possibility of removing this signal. Mr. Sutton indicated it would be the bank's preference to have the signal repaired, but he would go along with any decision the City made. He has been notified of the discussion of this signal on the November 24th agenda.

**MEMO FOR RECORD
NOVEMBER 18, 2009
PAGE TWO**

A similar signal that had been located at the intersection of Park and Broadway was removed approximately ten years ago. Since that time, there has been an average of 1.8 accidents per year, which is relatively low for a Broadway intersection.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, November 24, 2009. Action being requested is to consider removal of the traffic signal at Rose and Broadway and direct staff to take the appropriate action.

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

Attachment: KDOT Traffic Safety Audit

cc: Tammy Nagel, City Clerk
 Troy Graham, Traffic and Communications Supervisor
 Memo File

SIGNAL

Signalized Intersection of US-69 Bus. (Broadway) & Rose in the city of Pittsburg.

Signal Structure: Mast-Arm: 2 Pedestal: 2 E-W / N-S

Are There A Minimum of 2 Signals Heads per Direction: Yes

Are the Signal Heads Positioned According to TE Guidelines: Yes

Observations: All 3 vehicle signal heads mounted on mast arms are missing back plates. 8" diameter signal heads exist for east and west directions. No all-red clearance times exist for signal control.

Is There Left Turn Phasing? None: X NB: SB: EB: WB:

TIMING DATA in SECONDS (Minimum of 3 Cycles)

TRAVEL DIRECTION	ALL RED	YELLOW	PEDESTRIAN HEAD
North	None	4	
South		4	
East		3.8	
West		3.8	

SIGNAL SIGNING

SIGNS	R10-10 Left Turn Signal	R10-11 No Turn on Red	R10-12 Left Turn Yield on Green Ball	W3-3 Signal Ahead	Recommendat ions
Installed					

MARKINGS AND GEOMETRY

LEG	LEFT	THRU	RIGHT	ARROW(S)	CHANNELIZATION
North	2 thru traveled lanes				
South	2 thru traveled lanes				
East	1 combined, left, thru & right lane				
West	1 combined, left, thru & right lane				

RECOMMENDATIONS/OBSERVATIONS

--- Recommend removal of unwarranted traffic signal at Rose Ave. intersection. Convert to two-way stop control. If traffic signal remains, all-red clearance timings should be established, 1.8 seconds for east and west directions, and 1.2 seconds for north and south directions along US-69 Bus., based on width of intersection. Back plates also would be recommended for the three mast arm signal heads.

Sheet #5



Interoffice Memorandum

TO: JOHN D. VANGORDEN
Interim City Manager

FROM: JOHN H. BAILEY, P.E., PhD
Director of Public Utilities

DATE: November 17, 2009

SUBJECT: Agenda Item – November 24, 2009
Disposition of Bids
Meadowbrook Mall Lift Station Replacement

Bids were taken on November 17, 2009 for the above-referenced project with three bids being received (see attached bid tab sheet). After reviewing the bids received, the City staff is recommending that the bid be awarded to Sprouls Construction, Inc., of Lamar, Missouri, with a low bid of \$310,678. Funding for this project will be through the \$4.0 million Kansas Water Pollution Control Revolving Loan administered by KDHE.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, November 24, 2009. Action necessary will be approval or disapproval of staff's recommendation to award the bid as stipulated above.

If there are any other questions concerning this matter, please do not hesitate to contact me.

Attachment: Bid Tab Sheet

cc: Tammy Nagel, City Clerk
Project File
Memo File

Professional Engineering Consultants, P.A. 303 S. Topeka Wichita, Kansas 67202 Phone (316) 262-2691		OWNER: CITY OF PITTSBURG, KANSAS PROJECT: MEADOWBROOK MALL LIFT STATION REPLACEMENT PEC PROJECT NOS.: 35-07E03-017-0830 Bid Date/Time: November 17, 2009 2:00 PM				BID TABULATION					
						Sprouls Construction, Inc. 397 W. DD Hwy Lamar, MO 64759		LaForge Construction Corp. 17185 S. 59 Highway; PO Box 676 Parsons, KS 67357		Sherwood Const. Co., Inc. PO Box 10 Catoosa, OK 74015-0010	
ENGINEER'S ESTIMATE											
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	ENGINEER'S ESTIMATE							
				UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
BASE BID											
1.	Demolition of Existing Lift Station	1	LS	\$ 18,000.00	\$ 18,000.00	\$ 70,000.00	\$ 70,000.00	\$ 17,500.00	\$ 17,500.00	\$ 9,750.00	\$ 9,750.00
2.	4' Dia. Manhole (Type A)	1	EA	\$ 7,000.00	\$ 7,000.00	\$ 8,200.00	\$ 8,200.00	\$ 7,100.00	\$ 7,100.00	\$ 18,323.00	\$ 18,323.00
3.	5' Dia. Outside Drop Manhole (Type C)	3	EA	\$ 10,000.00	\$ 30,000.00	\$ 8,100.00	\$ 24,300.00	\$ 8,400.00	\$ 25,200.00	\$ 17,659.00	\$ 52,977.00
4.	SS Pipe 8"	43	LF	\$ 75.00	\$ 3,225.00	\$ 45.00	\$ 1,935.00	\$ 60.00	\$ 2,580.00	\$ 68.00	\$ 2,924.00
5.	SS Pipe 12"	38	LF	\$ 100.00	\$ 3,800.00	\$ 50.00	\$ 1,900.00	\$ 95.00	\$ 3,610.00	\$ 64.00	\$ 2,432.00
6.	SS Pipe 15"	15	LF	\$ 165.00	\$ 2,475.00	\$ 55.00	\$ 825.00	\$ 160.00	\$ 2,400.00	\$ 83.00	\$ 1,245.00
7.	Forcemain Pipe 10"	13	LF	\$ 100.00	\$ 1,300.00	\$ 100.00	\$ 1,300.00	\$ 882.00	\$ 11,466.00	\$ 158.00	\$ 2,054.00
8.	DI Forcemain Pipe 10"	2	LF	\$ 175.00	\$ 350.00	\$ 120.00	\$ 240.00	\$ 720.00	\$ 1,440.00	\$ 203.00	\$ 406.00
9.	10" MJ Gate Valve & Box	1	EA	\$ 2,100.00	\$ 2,100.00	\$ 3,500.00	\$ 3,500.00	\$ 2,050.00	\$ 2,050.00	\$ 3,924.00	\$ 3,924.00
10.	Wood Fence with Gates	134	LF	\$ 30.00	\$ 4,020.00	\$ 47.00	\$ 6,298.00	\$ 45.00	\$ 6,030.00	\$ 51.00	\$ 6,834.00
11.	6" Reinforced Concrete Pavement	170	SY	\$ 60.00	\$ 10,200.00	\$ 54.00	\$ 9,180.00	\$ 52.00	\$ 8,840.00	\$ 109.00	\$ 18,530.00
12.	Lift Station and Valve Vault	1	LS	\$ 250,000.00	\$ 250,000.00	\$ 178,000.00	\$ 178,000.00	\$ 240,644.00	\$ 240,644.00	\$ 257,224.00	\$ 257,224.00
13.	Seeding & Erosion Protection	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00	\$ 7,564.00	\$ 7,564.00
BASE BID - TOTAL					\$ 337,470.00		\$ 310,678.00		\$ 331,860.00		\$ 384,187.00
ADDENDUM NO. 1											
BID BOND											



Interoffice Memorandum

TO: JOHN D. VANGORDEN
Interim City Manager

FROM: JOHN H. BAILEY, P.E., PhD
Director of Public Utilities

DATE: November 17, 2009

SUBJECT: Agenda Item – November 24, 2009
Disposition of Bids
SE Pump Station Improvements
KWPCRF Project No. C20 1818 01A

Bids were taken on November 17, 2009 for the above-referenced project with four bids being received (see attached bid tab sheet). After reviewing the bids received, the City staff is recommending that the bid be awarded to LaForge and Budd Construction Co., Inc., of Parsons, Kansas, with a low base bid of \$677,000, Alternate #1 for Sluice Gate Replacement in the amount of \$95,000 and Alternate #2 for Flow Monitor Installation in the amount of \$43,000 for a total project bid of \$815,000. Staff is also recommending that the bid received for Alternate #3 for Air Release Valves in the amount of \$55,000 be rejected, as this work can be completed in house for an estimated cost savings of approximately \$30,000. The engineer's estimate for this project is \$872,000. Funding for this project will be through the \$1,347,900 Kansas Water Pollution Control Revolving Loan administered by KDHE and also involves ARRA funds. These funds will be forgiven 50% upon completion of the project.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, November 24, 2009. Action necessary will be approval or disapproval of staff's recommendation to award the bid as stipulated above subject to approval of KDHE.

Attachment: Bid Tab Sheet

cc: Tammy Nagel, City Clerk
Project File
Memo File

Professional Engineering Consultants, P.A. 303 S. Topeka Wichita, Kansas 67202 Phone (316) 262-2691				OWNER: City of Pittsburg, Kansas PEC PROJECT: SE Pump Station Improvements PEC PROJECT NO.: 34-09212-001-0830 KWPCRF PROJECT NO.: C20-1818-01A Bid Date/Time: November 17, 2009 2:00 PM				BID TABULATION				
ENGINEER'S ESTIMATE				La Forge and Budd Const. Co., Inc. 2020 N. 21st St; PO Box 833 Parsons, KS 67357		UCI 659 N. Market; PO Box 2079 Wichita, KS 67201-2079		Garney Companies, Inc. 1333 N.W. Vivion Road Kansas City, MO 64118		Sprouls Construction, Inc. 397 W. DD Hwy Lamar, MO 64759		
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	ENGINEER'S ESTIMATE COST	COST	COST	COST	COST	COST			
1.	Pump Station Improvements	1	LS	\$ 872,000.00	\$ 677,000.00	\$ 762,000.00	\$ 883,000.00	\$ 890,000.00				
TOTAL BASE BID				\$ 872,000.00	\$ 677,000.00	\$ 762,000.00	\$ 883,000.00	\$ 890,000.00				
ALTERNATES												
1.	Sluice Gate Replacement	1	LS		\$ 95,000.00	\$ 80,000.00	\$ 122,000.00	\$ 99,000.00				
2.	Flow Monitor Installation	1	LS		\$ 43,000.00	\$ 20,000.00	\$ 25,000.00	\$ 58,000.00				
3.	Air Release Valves	1	LS		\$ 55,000.00	\$ 38,000.00	\$ 47,000.00	\$ 30,000.00				
					\$ 870,000.00	\$ 900,000.00	\$ 1,077,000.00	\$ 1,077,000.00				
Addendum No. 1												
Addendum No. 2												
BID BOND												



Interoffice Memorandum

TO: JOHN D. VANGORDEN
Interim City Manager

FROM: WILLIAM A. BEASLEY
Director of Public Works

DATE: November 16, 2009

SUBJECT: Agenda Item – November 24, 2009
Appointment/Reappointment to Airport Advisory Committee

The terms of Kurt Balthazor (user), Terry Calloway (user) and Cliff Hix (non-user), members of the Airport Advisory Committee, expire December 31, 2009. Mr. Hix is serving a first term and is eligible for reappointment and has expressed a desire to serve another term. Both Mr. Balthazor and Mr. Calloway are serving second terms and are not eligible for reappointment.

By Ordinance, this Committee shall consist of seven members, five of whom shall be users of the airport and two of whom shall be non-users. Attached is a list of candidates who have expressed an interest in serving on this committee. Both Mr. Balthazor and Mr. Calloway served as users on this Committee and, therefore, must be replaced with individuals who are also users of the airport.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, November 24, 2009. Action being requested is the reappointment of Cliff Hix (non-user) to a second term to expire December 31, 2012 and the appointment of two new members (users) to first terms to expire December 31, 2012.

cc: Tammy Nagel, City Clerk
Bill Pyle, Airport Manager
Airport Advisory Committee File
Memo File

Candidates for Appointment to the Airport Advisory Committee

USERS:

JESSE HUDSON

Jesse has been a user at the Atkinson Municipal Airport since 1983 and previously served on the Airport Advisory Committee. He presently rents office space and two hangars at the airport. Jesse has a Cessna 150 that is utilized for flight instruction for students enrolled in PSU's Ground School and Flight Training Program. After retiring from PSU in 1996, Jesse took a position at Ozark Technical Community College as the Dean of the Technical Education Division, retiring in 2001. While living in Springfield, Missouri, Jesse was a part time flight instructor for Aviation Enterprises and currently teaches ground school at Ozark Technical Community College. He currently flies the C206/G with Bruce Huelat for Hix Corporation. Jesse's certificates and ratings include: Private Pilot SEL, Certified Instrument Flight Instructor Rating, Commercial Pilot SEL, and Second Class Medical.

NATHAN KEIZER

Nathan grew up in Pittsburg and graduated from Pittsburg High School. Upon graduation, Nathan attended Spartan College of Aeronautics in Tulsa, Oklahoma. He currently is an Airline Transport Pilot, Certified Flight Instructor and also holds a First Class Medical. Nathan has had the opportunity to experience aviation from several different angles. He began as a Flight Instructor at Spartan after graduation. Nathan then moved to Ft. Lauderdale, Florida to fly charter to and from the Caribbean Islands. He has also flown for the Regional Airlines out of St. Louis, Missouri. Nathan has been flying as the Chief Pilot for both Jake's Fireworks and Watco Companies in Pittsburg since 2006. He indicated that he enjoys flying out of the Pittsburg airport and has really enjoyed seeing the growth and changes in the airport since he started working in Pittsburg. Nathan currently rents hangar space from the City of Pittsburg and operates a Beechcraft Premier as well as a Cessna 414. He, his wife and children now reside in the four-state area.

RON LONG

Ron has been a licensed pilot for over 30 years and has lived in Pittsburg for over 20 years. He currently flies for Backyard Leisure, Inc., Leisure Time Products and OGB Jet LLC holding the position of pilot and Key Account Manager. Ron is also an active member of AOPA, EAA and NBAA. He has operated three aircraft out of the Pittsburg/Atkinson Municipal Airport under Long Aviation. Ron has held various management positions for over 30years. He is an active participant in the FAA Wings Program and has served as a board member for the Kansas Aviation Council.



Interoffice Memorandum

TO: JOHN D. VANGORDEN
Interim City Manager

FROM: TODD KENNEMER
Assistant Director of Public Works

DATE: November 16, 2009

SUBJECT: Agenda Item – November 24, 2009
Reappointment/Appointment to Planning and Zoning Commission

The terms of Gary Falcetto, Laura Klusener and Earl Ward as members of the Planning and Zoning Commission will expire on December 31, 2009. Both Mr. Falcetto and Ms. Klusener are serving first terms and are eligible for reappointment and have indicated they wish to serve another term. Mr. Ward is serving a second term and is not eligible for reappointment.

In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, November 24, 2009. Action being requested is reappointment of Mr. Falcetto and Ms. Klusener to serve second terms to expire December 31, 2012 and appointment of a new member to a first term to expire December 31, 2012.

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

cc: Tammy Nagel, City Clerk
Planning and Zoning Commission File
Memo File

Candidates for Appointment to the Planning and Zoning Commission

Timothy Kundiger

Manhattan, Kansas is where Tim called home for the majority of his life. It is where he attended High School and College at Kansas State University, where he received a Bachelor's Degree in Mathematics, an Associate's Degree in General Science and an Associate's Degree in Drafting Technology. While in High School, Tim worked for a local home builder and eventually began drafting homes for several local construction companies. He later moved to Kansas City where he worked for Burns & McDonnell Engineering. Family medical conditions lead him to Pittsburg six years ago where he started again drafting for a few local construction companies while still drafting for his clients in Manhattan. Tim also began managing residential rental properties and currently takes care of two apartment complexes as well as a few houses. He gained his Realtors License two years ago and has since become a top ten agent within the Pittsburg Board of Realtors based on sales volume. In the near future, Tim plans to obtain his Brokers License and continue to expand his client base. He indicated that he feels the skills and knowledge he has gained over the years in both construction design and planning as well as property management in the local community qualifies him for any board the City has related to these fields and that it would be an honor to serve the City of Pittsburg in this manner.

Brian Sullivan

Brian's primary and secondary educational training was received in Pittsburg and he graduated from Pittsburg High School. His professional training began with three years of experience at Pittsburg State University before transferring to the University of Kansas in Lawrence, where he received a Doctor of Pharmacy degree. Upon completion of his professional training, Brian returned to Pittsburg and was employed at Mt. Carmel Regional Medical Center. However, after his wife completed her Doctor of Pharmacy degree three years later, they moved to Joplin where he worked as a clinical pharmacist at St. John's Regional Medical Center and his wife became a clinical pharmacist for Freeman Health System. After living in Joplin for four years, Brian and his wife decided to build a home and raise their young family in Pittsburg, so they returned to Pittsburg. Upon his return, Brian became the Director of Pharmacy Services at Mt. Carmel Regional Medical Center. He served in that capacity for approximately 5 years before becoming the owner of Lindburg Pharmacy in 2007. Brian indicated that he has a significant interest in the planning for the progression of our city and that because of his life-long exposure to the Pittsburg community as a citizen and now, as a business owner, believes he could provide an unbiased view of the needs of this community and appropriately represent the interests of Pittsburg citizens.

Mary-Kate Sullivan Mary-Kate has lived in Pittsburg since 1963. She was a member of the League of Women Voters who observed government, school board and City Commission meetings. Mary-Kate has served on various City boards including the Planning and Zoning Commission and the Board of Zoning Appeals, as well as the City Commission. She is also active in the First United Methodist Church and has served on about every church board. Mary-Kate was the founding chairman of Wesley House. She indicated that she has found that reading about and participating in community activities keeps her interested in life.