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**CITY OF PITTSBURG, KANSAS**  
**COMMISSION AGENDA**  
**Tuesday, July 10, 2012**  
**5:30 PM**

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**CALL TO ORDER BY THE MAYOR:**

- a. Invocation by Josh Gooding of College Heights United Methodist Church
- b. Flag Salute Led by the Mayor
- c. Proclamation - Kansas All-Star Football Shrine Bowl Day - Received by Broc Bennett and Christian Smith
- d. Public Input

**CONSENT AGENDA:**

- a. Approval of the June 26, 2012, City Commission Meeting minutes.
- b. Approval of Ordinance No. G-1165 providing for the change of certain areas from R-2 Two-Family Residential to RP-3 Planned Medium Density Residential and amending and supplementing the Zoning District Boundary Map and Zoning Ordinance No. G-663, as amended, of the City of Pittsburg (Kevin Seward dba Seward Rentals, 408 E. Monroe). **Second Reading - ROLL CALL VOTE.**
- c. Approval of Ordinance No. G-1166 amending Section 78-116 of the Pittsburg City Code to prohibit parking on the south side of East Washington Street from Rouse Street west to the K.C.S. Railroad tracks and on the west side of South Olive Street from Jefferson Street to Webster Street. **Second Reading - ROLL CALL VOTE.**
- d. Approval of the Appropriation Ordinance for the period ending July 10, 2012, subject to the release of HUD expenditures when funds are received. **ROLL CALL VOTE.**

**SPECIAL PRESENTATIONS:**

- a. 2013 BUDGET - City Manager Daron Hall will present the 2013 Budget.
- b. 2013 BUDGET REQUESTS - Representatives from the Alliance for Technology Commercialization, Inc. (ATC), Pittsburg Area Chamber of Commerce, Homer Cole Community Center and Pittsburg Beautiful will provide presentations regarding their 2013 budget requests.

**CITY OF PITTSBURG, KANSAS**  
**COMMISSION AGENDA**  
**Tuesday, July 10, 2012**  
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**CONSIDER THE FOLLOWING:**

- a. TOWER LEASE AGREEMENT - Staff is requesting authorization to enter into a Tower Lease Agreement with Alltel Communications, LLC d/b/a Verizon Wireless, of Basking Ridge, New Jersey, to construct, maintain, and operate a replacement communications tower at 101 N. Locust, and authorization for the bidding of an antenna, coaxial cable and generator to be placed on the newly constructed tower. **Approve or disapprove the Tower Lease Agreement and, if approved, authorize the Mayor to sign the agreement on behalf of the City, and to authorize City staff to bid an antenna, coaxial cable and generator to be placed on the newly constructed tower.**

**NON-AGENDA REPORTS & REQUESTS:**

**EXECUTIVE SESSION:**

- a. EXECUTIVE SESSION - An Executive Session is necessary for discussion regarding confidential data relating to the financial affairs of a second party. **Motion to recess into Executive Session for approximately 45 minutes for discussion regarding confidential data relating to the financial affairs of a second party.**

**ADJOURNMENT**

*Office of the Mayor*  
CITY OF PITTSBURG, KANSAS

**PROCLAMATION**

*Whereas:* The Shrine Bowl of Kansas, Inc., sponsored by the five Shrine Centers of Kansas, namely, Abdallah of Overland Park, Arab of Topeka, Isis of Salina, Midian of Wichita and Mirza of Pittsburg, will sponsor their 39<sup>th</sup> Annual All-Star Football Game on July 28<sup>th</sup>, 2012, in Emporia, Kansas, and continue their tradition of philanthropy; and

*Whereas:* For over 89 years, the Ancient Arabic Order of the Nobles of the Mystic Shrine of North America, through its network of hospitals, has treated over 865,000 children with orthopedic disabilities, and in more recent years, treated thousands of severely burned children through its Burn Institute; and

*Whereas:* The citizens of the City of Pittsburg may aid this worthy and impartial work and further the efforts of this great charity in their support of this philanthropic event to favor the unfortunate children, regardless of race and creed; and

*Whereas:* All Stars Broc Bennett of Pittsburg High School and Christian Smith of St. Mary's-Colgan High School will be representing the City of Pittsburg in this Thirty-Ninth Annual Shrine Bowl Football Game.

*Now, Therefore,* I, John Ketterman, Mayor of the City of Pittsburg, Kansas, do hereby proclaim July 28<sup>th</sup>, 2012, as

**KANSAS ALL-STAR FOOTBALL SHRINE BOWL DAY**

in Pittsburg, and urge all citizens to join in this observance.

Dated this 10<sup>th</sup> day of July, 2012.

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

OFFICIAL MINUTES  
OF THE MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
June 26<sup>th</sup>, 2012

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A Regular Session of the Board of Commissioners was held at 5:30 p.m., Tuesday, June 26<sup>th</sup>, 2012, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor John Ketterman presiding and the following members present: Marty Beezley, Michael Gray and Patrick O'Bryan. Commissioner Draper was absent.

Pete Mayo of Via Christi provided the invocation.

Mayor Ketterman led the flag salute.

APPROVAL OF MINUTES – JUNE 12<sup>th</sup>, 2012 – On motion of Gray, seconded by O'Bryan, the Governing Body approved the minutes of the June 12<sup>th</sup>, 2012, City Commission Meeting as submitted. Motion carried. Absent: Draper.

CHARTER ORDINANCE NO. 28 – On motion of Gray, seconded by O'Bryan, the Governing Body approved Charter Ordinance No. 28, exempting the City of Pittsburg, Kansas, from the provisions of K.S.A. 12-4113(g), 12-4202, 12-4203, 12-4204, 12-4205a, and 12-4207, and any amendments thereto, which relate to the preparation, filing and service of complaints and notices to appear in Municipal Court; and, providing substitute and additional provisions on the same subject on second reading with the following roll call vote: Yea: Beezley, Gray, Ketterman, and O'Bryan. Motion carried. Absent: Draper.

ORDINANCE NO. G-1163 – On motion of Gray, seconded by O'Bryan, the Governing Body approved Ordinance No. G-1163 amending Section 78-76 of the Pittsburg City Code to prohibit the operation of trucks or commercial vehicles on Tucker Street from 21<sup>st</sup> Street to a point 180 feet north of its centerline of the intersection with 23<sup>rd</sup> Street, on second reading with the following roll call vote: Yea; Beezley, Gray, Ketterman, and O'Bryan. Motion carried. Absent: Draper.

ORDINANCE NO. G-1165 – On motion of Gray, seconded by O'Bryan, the Governing Body approved Ordinance No. G-1165 providing for the change of certain areas from R-2 Two-Family Residential to RP-3 Planned Medium Density Residential and amending and supplementing the Zoning District Boundary Map and Zoning Ordinance No. G-663, as amended, of the City of Pittsburg, on first reading. Motion carried. (Kevin Seward dba Seward Rentals, 408 E. Monroe). Absent: Draper.

RESOLUTION NO. 1126 – On motion of Gray, seconded by O'Bryan, the Governing Body approved Resolution No. 1126 confirming the designation of certain city positions as "City Officers", pursuant to Charter Ordinance No. 28. Motion carried. Absent: Draper.

OFFICIAL MINUTES  
OF THE MEETING OF THE  
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CITY OF PITTSBURG, KANSAS  
June 26<sup>th</sup>, 2012

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APPOINTMENTS TO HUMAN RELATIONS COMMISSION – On motion of Gray, seconded by O'Bryan, the Governing Body appointed Mark Newbold, Marilyn Sheldon, Kaylene Mayarske and Nazar Saman to two year terms and Patty Horgan, Jerry Waltrip and Astrid Zagorski to one year terms as members of the Human Relations Commission effective immediately. Motion carried. Absent: Draper.

APPROPRIATION ORDINANCE – On motion of Gray, seconded by O'Bryan, the Governing Body approved the Appropriation Ordinance for the period ending June 26<sup>th</sup>, 2012, subject to the release of HUD expenditures when funds are received, with the following roll call vote: Yea: Beezley, Gray, Ketterman and O'Bryan. Motion carried. Absent: Draper.

ACCESS AGREEMENT – 1308 NORTH WALNUT – On motion of Ketterman, seconded by Beezley, the Governing Body approved the request of Metso Minerals and August Mack Environmental, Inc. for access to the City of Pittsburg right-of-ways in the vicinity of the Metso Minerals property located at 1308 North Walnut for the purpose of conducting soil and groundwater sampling, and authorized the Mayor to sign the Site Access Agreement on behalf of the City of Pittsburg. Motion carried. Absent: Draper.

ENGINEERING SERVICES AGREEMENT – PROFESSIONAL ENGINEERING CONSULTANTS, P.A. – On motion of Beezley, seconded by O'Bryan, the Governing Body approved an agreement between the City of Pittsburg and Professional Engineering Consultants, P.A. to provide professional engineering services for the Armory Storm Shelter for a lump sum fee of \$6,500 plus reimbursable expenses, and authorized the Mayor to sign the agreement on behalf of the City of Pittsburg. Motion carried. Absent: Draper.

Mayor Ketterman suggested the City's building codes be updated to require new structures to include a hardened area or safe room to be used as a shelter in case of emergency.

WATERLINE REPLACEMENT PROJECTS – John Bailey, Director of Public Utilities, provided a verbal presentation on proposed waterline replacement projects to improve the City's water distribution system. Absent: Draper.

ORDINANCE NO G-1166 – On motion of O'Bryan, seconded by Beezley, the Governing Body approved Ordinance No. G-1166 amending Section 78-116 of the Pittsburg City Code to prohibit parking on the south side of East Washington Street from Rouse Street west to the Kansas City Southern Railroad tracks and on the west side of South Olive Street from Jefferson Street to Webster Street on first reading. Motion carried. Absent: Draper.

Ken Orender, owner of property in the 1000 block of East Washington, requested clarification on which side of Washington Street parking would be prohibited. Mayor Ketterman indicated that parking would be prohibited on the south side of East Washington.

OFFICIAL MINUTES  
OF THE MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
June 26<sup>th</sup>, 2012

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ORDINANCE NO. G-1166 (continued)

Mayor Ketterman requested staff prepare a list of standard requirements to be met in order for "no parking" requests to be granted in the future.

**FORGIVABLE LOAN - FIREWORKS LEASING, LLC** - On motion of Gray, seconded by O'Bryan, the Governing Body approved the recommendation of the Economic Development Advisory Committee to grant a forgivable loan in the amount of \$700,000 at an interest rate of 3% on a three year term to Fireworks Leasing, LLC, for the purchase of and renovation of the property located at 1500 East 27<sup>th</sup> Street, saving eighty two jobs and adding five new jobs each year for three years, and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried. Absent: Draper.

**FORGIVABLE LOAN - VIA CHRISTI HOSPITAL PITTSBURG, INC.** – On motion of O'Bryan, seconded by Gray, the Governing Body approved the recommendation of the Economic Development Advisory Committee to grant a forgivable loan in the amount of \$500,000 at an interest rate of 3% on a three year term to Via Christi Hospital Pittsburg, Inc. for infrastructure on the construction of a surgical wing consisting of two floors with a total of approximately 40,000 square feet on the property located at 1 Mount Carmel Way, adding sixty-one new jobs; including seven new physicians, twenty-eight clinical staff and twenty-six hospital staff, and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried with Beezley abstaining, as she is a member of the Via Christi Board of Directors. Absent: Draper.

Commissioner Beezley noted that the Commissioners have been involved in the loans presented this evening since the initial applications were submitted.

Commissioner O'Bryan asked Director of Economic Development Mark Turnbull to explain the source of funding for the Revolving Loan Fund. Mr. Turnbull indicated that funding for the Revolving Loan Fund comes from a sales tax that was approved by the citizens of Pittsburg several years ago. This tax generates approximately \$800,000 per year to be used for economic development activities.

**FORGIVABLE LOAN - COMMUNITY HEALTH CENTER OF SOUTHEAST KANSAS** – On motion of Gray, seconded by Beezley, the Governing Body approved the recommendation of the Economic Development Advisory Committee to grant a forgivable loan in the amount of \$460,517 to the Community Health Center of Southeast Kansas, Inc., with a four year term based on a capital injection of \$5,700,000 and the creation of forty-two new jobs, with the stipulation that if the loan criteria is not met at the end of the four year term, the company will have a repayment period of six years at a three percent interest rate for the unforgiven amount, and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried. Absent: Draper.

OFFICIAL MINUTES  
OF THE MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
June 26<sup>th</sup>, 2012

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INCENTIVES AND LOAN - CDL ELECTRIC/SIGNAL – The Governing Body tabled consideration of incentives to be granted to assist CDL Electric/Signal in the construction of a 70,000 square foot office and warehouse facility, rail spur and rail maintenance facility. Absent: Draper.

KANSAS DEPARTMENT OF TRANSPORTATION ECONOMIC DEVELOPMENT GRANT - CDL – The Governing Body tabled consideration of a KDOT Economic Development grant for CDL to allow CDL to further expand its current services by utilizing a rail spur to a rail maintenance facility (RMF) that will be constructed on an industrial site within the City of Pittsburg. Absent: Draper.

DISPOSITION OF BIDS – On motion of O'Bryan, seconded by Gray, the Governing Body awarded the bid for the Sanitary Sewer Line Repair 2012 Project to Layne (Reynolds) Inliner, LLC, of Kiowa, Colorado, based on their low bid meeting specifications of \$253,304.00, and authorized the Mayor to execute the contract documents once they are prepared. Motion carried. Absent: Draper.

NON-AGENDA REPORTS AND REQUESTS:

COMMISSIONER DRAPER - City Manager Daron Hall noted that Commissioner Draper's absence from the meeting tonight was due to an illness.

GROWTH IN PITTSBURG - Commissioner Gray commented on the growth occurring in Pittsburg, with several businesses making commitments to stay in Pittsburg.

OPERATION CLEAN SWEEP - Commissioner Gray reminded citizens to pick up their trash and to be good neighbors.

ADJOURNMENT: On motion of Beezley, seconded by Gray, the Governing Body adjourned the meeting at 6:35 p.m. Motion carried.

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John Ketterman, Mayor

ATTEST:

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Tammy Nagel, City Clerk

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2519	EAGLE BEVERAGE CO INC	R	6/20/2012			168194		154.15
1962	RESERVE ACCOUNT	R	6/20/2012			168195		5,500.00
6874	LABETTE COMMUNITY COLLEGE	R	6/21/2012			168224		200.00
0188	SECRETARY OF STATE	R	6/21/2012			168401		25.00
4263	COX COMMUNICATIONS	R	6/22/2012			168651		1,581.48
6622	JEFF SWITLIK	R	6/22/2012			168654		9.44
6914	MAMTC	R	6/22/2012			168682		5,000.00
2519	EAGLE BEVERAGE CO INC	R	6/26/2012			168683		191.35
6154	4 STATE MAINTENANCE SUPPLY INC	R	6/28/2012			168684		165.78
2004	AIRE MASTER	R	6/28/2012			168685		15.45
6595	AMAZON.COM	R	6/28/2012			168686		3,990.96
6661	CALLS SERVICE	R	6/28/2012			168687		1,511.00
6192	KATHLEEN CERNE	R	6/28/2012			168688		600.00
6913	CHIEF / LAW ENFORCEMENT SUPPLY	R	6/28/2012			168689		508.94
0748	CONRAD FIRE EQUIPMENT INC	R	6/28/2012			168690		66.51
6830	GARRY'S GOLF CARS	R	6/28/2012			168691		700.00
6897	GREEN LIFE TURF CONTRACTING	R	6/28/2012			168692		850.33
6884	KANSAS CITY POWER PRODUCTS INC	R	6/28/2012			168693		430.55
6656	KNIPP EQUIPMENT INC	R	6/28/2012			168694		2,550.21
6912	MESA ANIMAL CLINIC	R	6/28/2012			168695		42.50
6864	MORIDGE MANUFACTURING INC	R	6/28/2012			168696		99.57
6308	PITTSBURG TITLE LLC	R	6/28/2012			168697		2,975.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6716	SID BOEDEKER SAFETY SHOE SERVI	R	6/28/2012			168698		1,149.95
6731	SMITH'S FLOOR STORE	R	6/28/2012			168699		646.00
6919	VALLEY MACHINERY	R	6/28/2012			168700		144.00
2350	WCA WASTE SYSTEMS INC	R	6/28/2012			168701		643.48
1	BARTLOW, JON	R	6/29/2012			168702		500.00
3516	CITY OF PITTSBURG	R	6/29/2012			168703		1,440.00
3516	CITY OF PITTSBURG	R	6/29/2012			168704		850.00
4263	COX COMMUNICATIONS	R	6/29/2012			168705		27.17
0497	CRAWFORD COUNTY DISTRICT COURT	R	6/29/2012			168706		36.00
0497	CRAWFORD COUNTY DISTRICT COURT	R	6/29/2012			168707		36.00
1	DOUGLAS, LARRY	R	6/29/2012			168708		475.00
1	DULING, SHANE	R	6/29/2012			168709		500.00
0380	KANSAS DEPARTMENT OF REVENUE	R	6/29/2012			168710		25.00
1	KS JUVENILE OFFICERS ASSOC	R	6/29/2012			168711		1,080.00
0175	REGISTER OF DEEDS	R	6/29/2012			168712		12.00
1	SALTSMAN, SHELBY	R	6/29/2012			168713		684.51
6023	JOHN T SEAL	R	6/29/2012			168714		504.00
0188	SECRETARY OF STATE	R	6/29/2012			168715		135.96
0188	SECRETARY OF STATE	R	6/29/2012			168716		112.00
0188	SECRETARY OF STATE	R	6/29/2012			168717		98.00
1	THE DANCE PITT	R	6/29/2012			168718		3,003.80
1	THOMAS, JOHN	R	6/29/2012			168719		350.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1108	WESTAR ENERGY	R	6/29/2012			168720		36.54
1	WESTHOFF, COTTON	R	6/29/2012			168721		200.00
0011	AMERICAN ELECTRIC INC	E	6/27/2012			999999		242.76
0026	STANDARD INSURANCE COMPANY	D	7/02/2012			999999		1,228.25
0038	LEAGUE OF KANSAS MUNICIPALITIE	E	6/27/2012			999999		115.00
0044	CRESTWOOD COUNTRY CLUB	E	6/27/2012			999999		233.00
0046	ETTINGERS OFFICE SUPPLY	E	6/27/2012			999999		1,069.29
0054	JOPLIN SUPPLY COMPANY	E	6/27/2012			999999		37.50
0055	JOHN'S SPORT CENTER	E	6/27/2012			999999		26.97
0056	JOPLIN GLOBE	E	6/27/2012			999999		359.00
0062	LINDSEY SOFTWARE SYSTEMS, INC.	E	6/27/2012			999999		795.00
0063	LOCKE WHOLESALE SUPPLY	E	6/27/2012			999999		1,034.72
0068	BROOKS PLUMBING LLC	E	6/27/2012			999999		162.29
0074	RUSSELL BELDEN ELECTRIC COMPAN	E	6/27/2012			999999		58.07
0075	RYAN'S DRIVE-THRU CLEANER	E	6/27/2012			999999		621.30
0078	SUPERIOR LINEN SERVICE	E	6/27/2012			999999		190.63
0083	WATER PRODUCTS INC	E	6/27/2012			999999		6,387.81
0084	INTERSTATE EXTERMINATOR, INC.	E	6/27/2012			999999		335.00
0087	FORMS ONE	E	6/27/2012			999999		523.12
0088	D & H LEASING INC	E	6/27/2012			999999		16.19
0105	PITTSBURG AUTOMOTIVE INC	E	6/27/2012			999999		1,342.11
0112	MARRONES INC	E	6/27/2012			999999		166.05

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0116	DANIEL E BRADEN	E	6/27/2012			999999		65.00
0117	THE MORNING SUN	E	6/27/2012			999999		1,661.78
0128	VIA CHRISTI HOSPITAL	E	6/27/2012			999999		2,295.00
0133	JIM RADELL CONSTRUCTION INC	E	6/27/2012			999999		1,167.35
0135	PITTSBURG AREA CHAMBER OF COMM	E	6/27/2012			999999		14,518.00
0145	BROADWAY LUMBER COMPANY, INC.	E	6/27/2012			999999		640.06
0154	BLUE CROSS & BLUE SHIELD	D	6/22/2012			999999		27,327.96
0154	BLUE CROSS & BLUE SHIELD	D	6/29/2012			999999		33,319.43
0154	BLUE CROSS & BLUE SHIELD	D	7/02/2012			999999		24,756.15
0163	O'REILLY AUTOMOTIVE INC	E	6/27/2012			999999		17.71
0181	INGRAM	E	6/27/2012			999999		64.41
0183	PRO-PRINT INC	E	6/27/2012			999999		60.00
0185	MISSION CLAY PRODUCTS LLC	E	6/27/2012			999999		23.24
0191	XEROX CORP	E	6/27/2012			999999		378.65
0194	KANSAS STATE TREASURER	D	6/29/2012			999999		1,236,150.00
0199	KIRKLAND WELDING SUPPLIES	E	6/27/2012			999999		4.50
0200	SHERWIN WILLIAMS COMPANY	E	6/27/2012			999999		151.32
0201	SPICER-ADAMS WELDING, INC.	E	6/27/2012			999999		47.20
0207	PEPSI-COLA BOTTLING CO OF PITT	E	6/27/2012			999999		2,672.65
0224	KDOR	D	6/21/2012			999999		342.96
0272	BO'S 1 STOP INC	E	6/27/2012			999999		292.86
0276	JOE SMITH COMPANY, INC.	E	6/27/2012			999999		3,856.81

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0278	LAWSON PRODUCTS INC	E	6/27/2012			999999		226.12
0306	CASTAGNO OIL CO INC	E	6/27/2012			999999		506.32
0317	KUNSHEK CHAT & COAL CO, INC.	E	6/27/2012			999999		300.00
0321	KP&F	D	6/22/2012			999999		359.90
0329	O'MALLEY IMPLEMENT CO INC	E	6/27/2012			999999		4,153.46
0332	PITTCRAFT PRINTING	E	6/27/2012			999999		316.00
0337	CROSS-MIDWEST TIRE	E	6/27/2012			999999		507.63
0339	GENERAL MACHINERY	E	6/27/2012			999999		1,438.78
0345	VICTOR L PHILLIPS CO	E	6/27/2012			999999		13.72
0363	FISHER SCIENTIFIC	E	6/27/2012			999999		252.30
0375	CONVENIENT WATER COMPANY	E	6/27/2012			999999		85.40
0409	WISEMAN'S DISCOUNT TIRE INC	E	6/27/2012			999999		12.95
0420	CONTINENTAL RESEARCH CORP	E	6/27/2012			999999		442.34
0429	LORD ELECTRIC	E	6/27/2012			999999		204.34
0434	UNITED LABORATORIES	E	6/27/2012			999999		187.50
0512	CALIFORNIA CONTRACTORS SUPPLIE	E	6/27/2012			999999		162.90
0516	AMERICAN CONCRETE CO INC	E	6/27/2012			999999		1,562.76
0525	3M	E	6/27/2012			999999		1,548.00
0530	THYSSENKRUPP CORPORATION	E	6/27/2012			999999		776.83
0551	DATA FLOW	E	6/27/2012			999999		132.61
0585	MOLLE MC AUTOMOTIVE INC	E	6/27/2012			999999		42.09
0589	BERRY TRACTOR & EQUIPMENT	E	6/27/2012			999999		245.74

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0636	SAM BROWN & SON SHEET METAL	E	6/27/2012			999999		695.00
0706	BLUE WATER POOL & SPA	E	6/27/2012			999999		12.98
0753	CRAWFORD COUNTY MENTAL HEALTH	E	6/27/2012			999999		13,466.50
0805	BROADWAY ANIMAL HOSPITAL	E	6/27/2012			999999		617.41
0806	JOHN L CUSSIMANIO	E	6/25/2012			999999		232.00
0837	BLACKBURN MANUFACTURING CO	E	6/27/2012			999999		97.44
0953	J A SEXAUER INC	E	6/27/2012			999999		157.54
0968	LEE ENTERPRISES	E	6/27/2012			999999		1,257.25
1050	KPERS	D	6/22/2012			999999		903.80
1070	KANSAS ATTORNEY GENERAL	E	6/27/2012			999999		210.00
1074	NICHOLS & WOLFE CHARTERED	E	6/28/2012			999999		12,071.85
1478	KANSASLAND TIRE OF PITTSBURG	E	6/27/2012			999999		153.69
1490	ESTHERMAE TALENT	E	6/27/2012			999999		50.00
1617	KANSAS EMPLOYMENT SECURITY FUN	D	6/25/2012			999999		3,266.65
1631	EVERYTHING SEW SEW	E	6/27/2012			999999		46.00
1733	BOYD METALS OF JOPLIN INC	E	6/27/2012			999999		76.13
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	6/27/2012			999999		223.35
2035	O'BRIEN ROCK CO., INC.	E	6/27/2012			999999		5,576.09
2137	VAN WALL GROUP	E	6/27/2012			999999		132.55
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	6/27/2012			999999		920.78
2621	MONICA LAFORTE	E	6/27/2012			999999		25.00
2664	UNIVAR USA INC	E	6/27/2012			999999		2,190.30

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2960	PACE ANALYTICAL SERVICES INC	E	6/27/2012			999999		2,652.00
2994	COMMERCIAL AQUATIC SERVICE INC	E	6/27/2012			999999		45.45
3079	COMMERCE BANK	D	6/26/2012			999999		24,984.16
3192	MUNICIPAL CODE CORP	E	6/27/2012			999999		387.20
3248	AIRGAS USA LLC	E	6/27/2012			999999		167.98
3376	ALL STAR PRO GOLF INC	E	6/27/2012			999999		332.19
3748	PRECISION SMALL ENGINE CO INC	E	6/27/2012			999999		70.50
3802	BRENNTAG MID-SOUTH INC	E	6/27/2012			999999		1,770.00
3971	FASTENAL COMPANY	E	6/27/2012			999999		22.71
3972	WASHINGTON ELECTRONICS INC	E	6/27/2012			999999		630.00
4133	T.H. ROGERS HOMECENTER	E	6/27/2012			999999		331.32
4183	BARBIZON LIGHT OF THE ROCKIES	E	6/27/2012			999999		354.71
4307	HENRY KRAFT, INC.	E	6/27/2012			999999		210.79
4390	SPRINGFIELD JANITOR SUPPLY, IN	E	6/27/2012			999999		402.24
4452	RYAN INSURANCE	E	6/27/2012			999999		20.00
4603	KANSAS GOLF AND TURF INC	E	6/27/2012			999999		168.14
4701	TRUCK PARTS & EQUIPMENT, INC.	E	6/27/2012			999999		238.90
4845	ENVIRONMENTAL EXPRESS INC	E	6/27/2012			999999		467.25
5049	CRH COFFEE INC	E	6/27/2012			999999		40.15
5275	US LIME COMPANY-ST CLAIR	E	6/27/2012			999999		3,679.65
5420	AQUIONICS INC	E	6/27/2012			999999		2,415.80
5464	TURN-KEY MOBILE INC	E	6/27/2012			999999		36,028.65

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5552	NATIONAL SIGN CO INC	E	6/27/2012			999999		452.02
5668	COUNTRYSIDE ANIMAL HOSPITAL OF	E	6/27/2012			999999		125.85
5690	CORGILL CONSTRUCTION INC	E	6/25/2012			999999		40,825.26
5902	STEAMATIC CARPET CLEANING	E	6/27/2012			999999		405.70
5904	TASC	D	6/22/2012			999999		7,622.63
5959	TOMARK SPORTS	E	6/27/2012			999999		108.23
6103	ED MCCULLOUGH	E	6/27/2012			999999		180.00
6117	ALEXANDER OPEN SYSTEMS INC	E	6/27/2012			999999		131.25
6175	HENRY C MENGHINI	E	6/27/2012			999999		768.50
6219	DOUGLAS PUMP SERVICE	E	6/27/2012			999999		442.85
6232	ASPHALT & FUEL SUPPLY LLC	E	6/27/2012			999999		29,387.90
6262	CLEAN THE UNIFORM COMPANY	E	6/27/2012			999999		353.12
6309	TAMMY FRYE	E	6/27/2012			999999		800.00
6309	TAMMY FRYE	E	7/02/2012			999999		400.00
6389	PROFESSIONAL TURF PRODUCTS LP	E	6/27/2012			999999		107.88
6558	VERMONT SYSTEMS INC	E	6/27/2012			999999		100.00
6721	LLOYDS TRASH SERVICE	E	6/27/2012			999999		26.78

* * T O T A L S * *		NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:		46	39,857.63	0.00	39,857.63
HAND CHECKS:		0	0.00	0.00	0.00
DRAFTS:		11	1,360,261.89	0.00	1,360,261.89
EFT:		114	218,048.20	35.23CR	218,012.97
NON CHECKS:		0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS		0.00		
	VOID CREDITS		0.00	0.00	

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: 80144	TOTALS:	171	1,618,167.72	35.23CR	1,618,132.49
BANK: 80144	TOTALS:	171	1,618,167.72	35.23CR	1,618,132.49	

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0050	DEENA HALLACY	E	7/02/2012			999999		155.31
0063	LOCKE WHOLESALE SUPPLY	E	6/25/2012			999999		168.96
0075	RYAN'S DRIVE-THRU CLEANER	E	6/25/2012			999999		65.80
0237	JON B. GARRISON	E	6/25/2012			999999		192.01
0256	STEPHEN GILLIS	E	6/25/2012			999999		43.12
0364	CRAWFORD COUNTY SHERIFF	E	6/25/2012			999999		1,674.00
0819	MID AMERICAN SIGNAL INC	E	6/25/2012			999999		3,120.00
0866	AVFUEL CORPORATION	E	6/25/2012			999999		25,769.19
0866	AVFUEL CORPORATION	E	7/02/2012			999999		43,657.01
2542	CHARLES YOST	E	6/25/2012			999999		400.00
2971	KERIT	E	6/25/2012			999999		87,277.00
3884	MARK D. TURNBULL	E	6/25/2012			999999		242.15
3909	LADONNA MESPLAY	E	6/25/2012			999999		238.09
4390	SPRINGFIELD JANITOR SUPPLY, IN	E	6/25/2012			999999		50.75
4970	ERIC VANCE	E	7/02/2012			999999		1,825.00
5113	MIDWEST REGIONAL BALLET	E	7/02/2012			999999		230.55
5537	CHRIS MOORE	E	6/25/2012			999999		8.00
5609	RON WHITE	E	7/02/2012			999999		168.00
6130	T & K RENTALS LLC	E	7/02/2012			999999		100.00
6875	DARON HALL	E	7/02/2012			999999		1,000.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
* * T O T A L S * *								
		NO		INVOICE AMOUNT			DISCOUNTS	CHECK AMOUNT
	REGULAR CHECKS:	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:	20		166,393.84			8.90CR	166,384.94
	NON CHECKS:	0		0.00			0.00	0.00
	VOID CHECKS:	0	VOID DEBITS	0.00				
			VOID CREDITS	0.00	0.00		0.00	
TOTAL ERRORS: 0								
VENDOR SET: 99	BANK: EFT	TOTALS:	20	166,393.84			8.90CR	166,384.94
BANK: EFT	TOTALS:	20		166,393.84			8.90CR	166,384.94

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6266	KENNETH JOSEPH BRADY	R	7/02/2012			168722		261.00
6585	CLASS HOMES 1 LLC	R	7/02/2012			168723		138.00
3147	INTERNAL REVENUE SERVICE	R	7/02/2012			168724		2,110.00
6168	K AND B RENTALS LLC	R	7/02/2012			168725		601.00
1601	GRAIG MOORE	R	7/02/2012			168726		490.00
6517	STACE MORRIS	R	7/02/2012			168727		1,386.00
1800	DAN RODABAUGH	R	7/02/2012			168728		251.00
6451	NAZAR SAMAN	R	7/02/2012			168729		764.00
3406	JON SCHWENKER	R	7/02/2012			168730		219.00
4636	WESTAR ENERGY, INC. (HAP)	R	7/02/2012			168731		654.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	10	6,874.00	0.00	6,874.00
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:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99 BANK: HAP TOTALS:	10	6,874.00	0.00	6,874.00
BANK: HAP TOTALS:	10	6,874.00	0.00	6,874.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0224	KDOR	D	6/22/2012			000000		13,821.49
0321	KP&F	D	6/22/2012			000000		34,444.77
0728	ICMA	D	6/22/2012			000000		1,386.23
1050	KPERS	D	6/22/2012			000000		24,129.49
3147	INTERNAL REVENUE SERVICE	D	6/22/2012			000000		69,281.59
6415	ING FINANCIAL ADVISORS	D	6/22/2012			000000		3,898.24
6627	AMERICAN FUNDS SERVICE COMPANY	D	6/22/2012			000000		230.77
0349	UNITED WAY OF CRAWFORD COUNTY	R	6/22/2012			168220		89.00
1503	FAMILY SUPPORT PAYMENT CENTER	R	6/22/2012			168221		209.28
2228	KANSAS PAYMENT CENTER	R	6/22/2012			168222		2,351.13
2577	OK CENTRALIZED SUPPORT RE	R	6/22/2012			168223		130.97
0028	PAYROLL CLEARING	E	6/22/2012			999999		81,496.44

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	4	2,780.38	0.00	2,780.38
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	7	147,192.58	0.00	147,192.58
EFT:	1	81,496.44	0.00	81,496.44
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00		
		0.00	0.00	

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: PY	TOTALS:	12	231,469.40	0.00	231,469.40
BANK: PY	TOTALS:		12	231,469.40	0.00	231,469.40
REPORT TOTALS:			213	2,022,904.96	44.13CR	2,022,860.83

Passed and approved this 10<sup>th</sup> day of June, 2012.

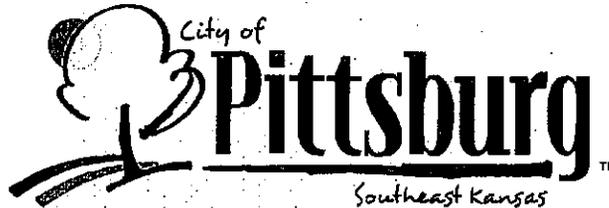
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John Ketterman, Mayor

ATTEST:

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Tammy Nagel, City Clerk



Outside Entity Request of City Funding Assistance

Name of entity requesting funding: Alliance for Technology Commercialization, Inc.

Address: Shirk Hall #135  
1501 S. Joplin Street  
Pittsburg, KS. 66762-7560

Contact Person: Eric Ferrell, President

Phone Number: 620-235-4927

Amount of requested funds: \$40,774

Amount of funding received in previous year: \$40,774

Source of requested funding:

Funds to be used for: FY 2013 Operational

Description of services and benefits provided to the community:

Assist Pittsburg area residents to 'commercialize' their new ideas and inventions, including but not limited to: developing prototypes, market research, patent searches, focus groups, alpha testing, additional research & development, fund raising strategies, identifying product and production partners, business planning and collaborative initiatives. This results in the creation of high value jobs, new companies and prosperity. \*See also attached Memorandum of Understanding (MOU)\*

Other sources of funding and the Percent of the organization's budget that those sources provide:

State of Kansas (Dept. of Commerce),	37%
Pittsburg St. University (in kind services),	10%
Client fees (and Royalties),	9%
Other (Crawford & Coffey Counties),	2%



**ALLIANCE FOR TECHNOLOGY COMMERCIALIZATION, INC.**  
1501 S. JOPLIN ST.  
SHIRK HALL  
PITTSBURG, KS 66762-7560  
PHONE: 620-235-4927  
FAX: 620-235-4030  
WWW.ATCKANSAS.COM

**ALLIANCE for  
TECHNOLOGY  
COMMERCIALIZATION**

*Technology to the Marketplace*

Thursday, May 31, 2012

Mr. Jon B. Garrison, Director of Finance and Administration  
City of Pittsburg  
201 W. 4<sup>th</sup> Street  
Pittsburg, KS. 66762

RE: Outside Entity Request of City Funding Assistance

Dear Mr. Garrison:

Thank you for the opportunity to apply for FY 2013 City of Pittsburg Funding Assistance. This year has been filled with successes and opportunities for the Alliance for Technology Commercialization Inc (ATC). We are proud to share the highlights of our FY 2012 as well as share our goals for FY 2013.

We hope that the City is pleased with our performance under the Memorandum of Understanding, dated December 2011. We are focused on not only meeting, but exceeding the goals and expectations set forth in our agreement. Thank you for the opportunity to help facilitate Pittsburg's economic success.

I am returning the completed Outside Entity Request for City Funding Assistance application. I have also enclosed an addendum which goes into more detail, our accomplishments, scope of work and request for next year. Please feel free to request additional information and/or clarification of anything I have submitted.

Sincerely,

M. Eric Ferrell  
President

Encl: Application packet

cc: Daron Hall, Mark Turnbull

Alliance for Technology Commercialization Inc. (ATC)  
Pittsburg Innovation and Commercialization Center (ICC)  
FT 2013 Outside Entity Request for City Funding Assistance – *Addendum*  
May 31, 2012

History of ATC – City of Pittsburg Partnership

- ATC is the Alliance for Technology Commercialization Inc, a not-for-profit corporation, originally chartered in 1998
- ATC is a true partnership bringing together the resources of the City of Pittsburg, Pittsburg State University and the State of Kansas. (Founding Members of the Corporation)
- ATC was established to help develop, transfer and commercialize new technologies. The objective is to create high value jobs and increase prosperity in Pittsburg.
- ATC is one of six Innovation and Commercialization Centers located across the State of Kansas. The others are located in Wichita, Manhattan, Lawrence, Lenexa and Hutchinson.
- ATC targets researchers, entrepreneurs, inventors and existing businesses that have developed, or are developing new technologies.
- ATC works throughout the city to identify and meet prospective commercialization clients. Over the last eleven years we have worked with 157 Pittsburg inventors to help develop, transfer and commercialize new technologies.
- ATC is actively involved on the PSU campus, attending student presentations, presenting projects to classes for client assistance, promoting innovation and technology commercialization, and meeting staff and faculty to identify students and graduates for employment opportunities, filling local technology positions.
- ATC is governed by a Board of Directors, representing each of the Members. The Directors are: Dr. Linden Dalecki, Jon Hotaling, Julie Menghini, Dr. Andy Myers, Richard Oler, Steve Robb, Mark Turnbull, and Lynda Wilkinson.
- Milestone Management Inc (wholly owned by ATC) provides consulting services to client companies in exchange for equity and product royalties.
- Milestone Ventures LLC (City of Pittsburg - 34% owner) has made 13 investments in 10 companies. We have made a total of \$310,000 in investments, including \$100,000 in a Pittsburg based technology company. In this case, the City has seen a 600% on their investment. For every dollar (of City funds) that was invested in this company, the KTEC network invested six more.

- FY 2012
- Met with 39 new inventors, innovators and entrepreneurs this year
- Generated \$11,112 in client fees and royalties
- Matched City of Pittsburg's funding: \$1.3 to \$1
- Completed 9<sup>th</sup> Annual Pittsburg Sr. High School Business Plan Competition
- Completed Pittsburg's 2<sup>nd</sup> Entrepreneurship Breakfast
- Completed Quarterly Performance Reports to City
- Made formal funding requests before Allen, Anderson, Bourbon, Cherokee, Coffey, Crawford, Labette, Linn, Miami, Neosho, Wilson and Woodson County Commissioners.
- No employee salary increase since FY 2009

### Statement of Work

- Technology Transfer Program
  1. ATC meets regularly with Kansas Polymer Research Center (KPRC)
  2. Completes research and due diligence on prospective partners and projects
  3. Meets regularly with PSU students, faculty and researchers.
  4. Evaluates engineering senior project presentations for commercialization opportunities.
- Business Development Program
  1. Provided technical services for 39 prospective regional clients (15 in Pittsburg).
  2. Meets regularly with Revdel, LLC, ramping up Pittsburg technology business.
- Incubation
  1. Provided incubator services to Revdel, LLC, including mentoring, accounting, video-conferencing and management consulting.
- Internship
  1. Employed PSU MBA student (s) Fall 2011 and Spring 2012 semesters
- Marketing
  1. Hosted 2<sup>nd</sup> Pittsburg Entrepreneurship Breakfast
  2. Collaborated with PSU College of Business, College of Technology, Network Kansas, KS Small Business Development Center, MBA Association, PSU's Young Entrepreneur Association and SIFE.
  3. Published three ATC Newsletters (attached)
  4. Facilitated the PHS Business Plan High School Business Plan Competition
  5. Participate in SEK Inc's Economic Development Council
  6. Participated in Project 17 and Economic Development Subcommittee
  7. Participated in PSU Plastic and Electronic Engineering Technology Advisory Councils
  8. Participated in Joplin Regional Innovation partnership summit
- Resource to City of Pittsburg
  1. Assisted in hosting City/PSU/MAMTC Innovation event on campus
  2. Co-sponsored Entrepreneurial Breakfast with City
  3. Participated in City focus group on entrepreneurial initiatives

### FY 2013 - GOALS

- New Fees Schedule for Services (discounted for City of Pittsburg residents)
- Meet with 40 new inventors, innovators and entrepreneurs.
- Continue working with Kansas Polymer Research Center (KPRC), Dr. Jin Song - *new* KPRC Research Director, and the greater university toward translating research into business opportunity in Pittsburg and the surrounding region.
- Continue working with St. Mary's Colgan and Pittsburg Sr. High School entrepreneurial programs. [30+ students already enrolled in fall Entrepreneurship Class]
- Pursue grant opportunities to identify entrepreneurial, innovation and investment education opportunities for ATC clients and Pittsburg angels.
- Make formal funding requests before Allen, Anderson, Bourbon, Cherokee, Coffey, Crawford, Labette, Linn, Miami, Montgomery, Neosho, Wilson and Woodson County Commissioners.
- Complete FY 2013 Memorandum of Understanding with City of Pittsburg
- Exceed the City of Pittsburg's expectations.
- No salary increase over FY 2009, 2010, 2011, 2012

### Exhibits

- Pittsburg's 2<sup>nd</sup> Entrepreneurship Breakfast, flyer
- Winners – Pittsburg High School Business Plan Competition, *Morning Sun*
- Consolidated Budget FY 2013
- ATC Newsletters (July, October 2011, April 2012)
- Independent Auditors Report, dated October 3, 2011 (FY 2011)

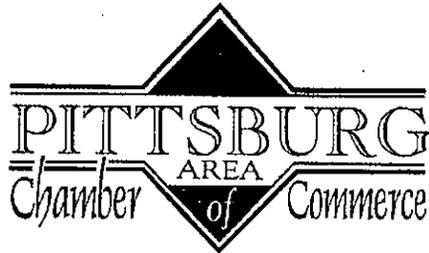


201 West 4<sup>th</sup> Street - P.O. Box 688  
Pittsburg, Kansas 66762  
(620) 231-4100

### Outside Entity Request for City Funding Assistance

<b>Name of entity requesting funding:</b>	<u>Pittsburg Area Chamber of Commerce</u>
<b>Address:</b>	<u>117 W. 4th</u> <u>Pittsburg</u>
<b>Contact Person:</b>	<u>Blake Benson</u>
<b>Phone Number:</b>	<u>231-1000</u>
<b>Amount of requested funds:</b>	<u>\$63,000</u>
<b>Amount of funding received in previous year:</b>	<u>\$58,000</u>
<b>Source of requested funds:</b>	<u>(Internal use only)</u>
<b>Funding to be used for:</b>	<u>See attached</u> <u></u> <u></u> <u></u>
<b>Description of services and benefits provided to the community:</b>	<u>See attached</u> <u></u> <u></u> <u></u>
<b>Other sources of funding and the percent of the organization's budget that those sources provide:</b>	<u>Private investment - 75%</u> <u>Crawford County - 12%</u> <u></u> <u></u>

**PLEASE RETURN TO JON GARRISON, DIRECTOR OF FINANCE  
BY JUNE 1, 2012**



June 1, 2012

Mr. Jon Garrison  
City of Pittsburg  
P O Box 688  
Pittsburg, Kansas 66762

Dear Mr. Garrison:

It is with great pleasure that I present the contract for services proposal between the Pittsburg Area Chamber of Commerce and the City of Pittsburg. I have highlighted our year end accomplishments, many of which were made possible as a direct result of the city's support.

We respectfully request to be returned to our 2009 investment level of \$63,000. Although we have been able to meet our obligations under our reduced amount of \$58,000, we would like to invest more resources into our "shop at home" efforts, especially as they relate to the crucial holiday and back to school shopping seasons. We would also like to make improvements to our website, which often serves as a front door to our community.

Although the chamber also contracts with Crawford County to administer the Crawford County Convention & Visitors Bureau, we are funded primarily (75% of total budget) by private business investment and make the most prudent use of public funds received. Please note that the funds we receive from the city and county are targeted toward specific services and are rendered as contracts for services provided. We feel these are great examples of what is possible through public/private partnerships.

It's been an honor to partner with you over the past year and I look forward to strengthening this partnership even more in the next year. Thank you for your support.

Sincerely,

A handwritten signature in black ink, appearing to read "Blake Benson", is written over a horizontal line.

Blake Benson  
President



## Outside Entity Request for City Funding Assistance

Prepared for the City of Pittsburg  
June 1, 2012

### ***Front Door to the Community***

The Pittsburg Area Chamber of Commerce continues to serve as a clearinghouse of information for the City of Pittsburg, the community and the surrounding area. During the past year, we filled over 20,000 requests for information. Whether it's directions to a business, an inquiry about a product, tourism information, sharing the amenities our area can offer, or relocating a business or family, our professional staff ensures that both newcomers and visitors garner a great first impression of our community. The chamber is also a valuable resource for local residents, who commonly request information on events like Little Balkans Days, Paint the Town Red, various local homecomings, etc. Without the chamber, most of these 20,000 inquiries would go to city hall and would likely necessitate additional staff to accommodate the large volume.

In addition to answering phone and walk-in inquiries, the chamber again produced the full color Pittsburg Area Relocation & Resource Guide, which provides newcomers valuable information on various city services (i.e. parks, utilities, etc.) Other publications we produce are the city/county maps; Manufacturer's Directory; Clubs and Organization Directory; Real Estate and Rental Guides; Legislative Directory and much more. In addition, all this information is available on our website at [www.PittsburgAreaChamber.com](http://www.PittsburgAreaChamber.com). Our site gives a professional, sophisticated first impression of the area, and is packed with frequently requested information. Our site also makes it much easier for potential customers to find Pittsburg area businesses and regularly features positive news about the area. In this day and age, the chamber feels that this web presence is crucial in presenting our community in a positive light. With the city's support, the chamber would like to further invest in website upgrades over the next year to make this web presence even stronger.

## ***Marketing of City Events and Information***

We also utilize our website and attractive weekly e-mail newsletter to publicize various city initiatives like the annual Fourth of July celebration, citywide yard sales and Memorial Auditorium events to the more than 500 businesses and organizations, and their approximately 8,000 employees, that support the chamber. This provides the city a valuable tool for disseminating information.

We also became the nation's first chamber to invest in a messaging system that will further help area residents stay apprised of city-supported events. With the RED (Real-time Events Delivered) system, which was designed by a Pittsburg State University student, chamber members may opt in to receive updates from Memorial Auditorium and the City of Pittsburg regarding any information the City may wish to disseminate. Those opting in may also choose whether to receive the information via e-mail, text or downloaded directly to their smart phone or computer calendar. The chamber is proud to offer this service to the City of Pittsburg at no extra charge as part of our contract.

## ***Downtown Development***

Perhaps the most prominent example of our chamber/city relationship is the work of Judy Westhoff, downtown development director. Over the past few years, Judy has served as a liaison between the city and our downtown business community and maintained strong communication through various projects and phases of the downtown revitalization effort. Just a few of Judy's many activities over the last year include:

- Coordinated all monthly meetings of the downtown revitalization committee.
- Stayed in constant contact with downtown business owners regarding available façade grant funds. Made 310 personal contacts with downtown businesses.
- Assisted with communication about economic development inquiries from realtors and property owners. Updated downtown list with current information on current ownership of building owners, current business owners and buildings available for rent/lease or for sale.
- Served as a liaison between the downtown business community and the City of Pittsburg.
- Coordinated music events during the summer at Europe Park in order to increase traffic downtown.
- Delivered 93 posters to be displayed in the downtown businesses for the 2011 SAE Baja event at PSU and visited with merchants about the potential of over 2,000 people visiting our community.
- Served as a member of the Citizens Advisory Board until six-year term expired in December 2011.
- Served as a member of the Economic Development Advisory Committee until six-year term expired in December 2011.
- Served as a member of the "Step Up Team"
- Provided information to downtown business owners about sidewalk sales during the Four-State Farm Show and Little Balkans Days. Displayed a large sign at the Farm Show inviting people to shop downtown for sales and the downtown music event.
- Participated in meetings and communication with storeowners about "Paint the Town Red" an event that continues to expand on our support for Pittsburg State University.
- Hand delivered 98 signs "Welcome to Downtown Football Fans" and encouraged business owners to offer sales during this time.
- Attended a Kansas Downtown Symposium- KS Main Street in Independence in October for three days learning about activities in other communities.
- Participated in "Operation Thank You" and delivered chamber membership plaques to 37 downtown chamber members.
- Made 28 calls to downtown businesses participating in the Holiday Cash Program encouraging the annual shop-at-home campaign.
- Assisted with coordination regarding the Art Walk in October and again in May. More than artists displayed their work and musicians entertained in the downtown. Contacted a total of 62 businesses about this event.

- Attended several city commission meetings, especially when there was downtown discussion scheduled. Also attended façade grant committee meetings, chamber ribbon cuttings and coffees.
- Member of the Noon Rotary Club and past president
- Pittsburg Family YMCA, board member, past president and membership drive
- Co-Chair of the Pittsburg Community Theatre
- Board member and president of the Community Health Center –SEK
- Board member of the Children's Advocacy Center

As mentioned above, Judy has been focused on creating and supporting events that increase downtown foot traffic, including the downtown summer concert series. Events such as this and the "Paint the Town Red" downtown kickoff event are geared toward enticing more locals to enjoy our downtown community. The chamber will also explore ways for downtown businesses to collaborate with each other.

This is an exciting time for the downtown area and we look forward to capitalizing on the city's investment for the betterment of the community.

### *Legislative Advocacy*

The chamber continues to take the lead in monitoring and communicating with our legislators on issues that will have an effect on the growth of Pittsburg and the surrounding area. The chamber's Government Review Council (GRC) worked hard this year to take positions on key legislation impacting the business community. The chamber testified before legislative committees, coordinated Pittsburg Area Day on the Hill and the First Saturday legislative breakfast series and called on our federal delegation throughout the year.

The chamber's top three legislative priorities were as follows:

- 1) Protect transportation funding crucial to the continued progress of Highway 69
- 2) Support Pittsburg State University's efforts to create a polymer chemistry degree, the first of its kind in the state.
- 3) Protect Pittsburg and southeast Kansas representation through the legislative redistricting process.

The chamber board and GRC will begin discussing priorities for the 2013 legislative session later this fall.

The chamber feels that this area, legislative advocacy, is one with endless possibilities and our organization looks forward to closer collaboration with the City in the future.

### *State of the City*

The chamber again coordinated the Mayor's State of the City event featuring then-Mayor Marty Beezley. This annual event serves to provide the mayor an opportunity to address local residents on various city efforts. The October 2011 event featured almost 150 attendees, along with complimentary hot buffet breakfast. From coordinating logistics and registration, to producing and mailing invitations, to ensuring all attendees have a pleasant experience, coordinating a successful event of this magnitude takes considerable time and effort but the chamber staff remains committed to the event's continued success. Thanks to the support of the City of Pittsburg and the chamber's effort to secure private sponsorships, this event is free of charge to all residents.

## ***Keeping Our Shopping Dollars at Home***

In its tenth year of existence, the chamber's Community Gift Certificate Program continues to thrive. Currently, over 50 participating businesses create this community wide gift giving ability. The chamber, in partnership with CableOne, will continue to promote this initiative not only as gifts but employee bonuses and incentives. In the past year, over \$10,000 of community gift certificates have been sold and redeemed in our community. The results? Keeping our shopping dollars at home that might've otherwise left the community.

The chamber also coordinated concentrated marketing campaigns aimed at keeping holiday and back to school shopping dollars in the area. The response was tremendous and, despite a lagging national economy, many local retailers reported a positive year. The chamber will continue its aggressive efforts to encourage local residents to support the Pittsburg area.

Efforts like these work to ensure a growing tax base for the city and the services it provides.

The chamber also coordinated another extremely successful business expo, featuring over 30 of the area's top businesses showcasing their goods and services. This is another example of the chamber's leadership in encouraging local businesses to support one another for the good of our area.

## ***Our Future Community Leaders***

Improved Leadership Crawford County Programs – The Pittsburg Area continues to be on the cutting edge on leadership education. As one of 17 participating communities in the Kansas Community Leadership Initiative (KCLI) sponsored by the Kansas Health Foundation, Leadership Crawford County is better than ever. Our focus over the past few years has turned to our youth. We took the concepts of 21<sup>st</sup> Leadership into the classrooms of all 6<sup>th</sup> graders in Crawford County, sharing the importance of leadership at school, at home and in their communities. These students will someday be the leaders of our community.

The chamber also remains heavily involved in the Pittsburg Area Young Professionals (PAYP) network, which engages those in the 21-40 year old range. This program provides an outlet for professional and personal networking, and development among the emerging professional demographic in the Pittsburg area. These leaders represent a unified and credible voice for young professionals on community issues that emphasize quality of place opportunities that make Pittsburg unique. This program connects the youthful and seasoned business community to strengthen the resources available in our region. The chamber helped launch the effort to establish this group of emerging leaders and remains heavily involved in its continued development.

## ***Visioning Effort***

One of the chamber's top priorities over the next year will be the continued progress of "Imagine Pittsburg 2030," a community visioning process in collaboration with the City of Pittsburg and other community partners. The vision steering committee has narrowed our focus down to four primary areas of focus:

- 1) Housing
- 2) Economic development
- 3) Infrastructure
- 4) Public wellness

We are now assembling action teams to address each of these priorities. Those teams will begin meeting on June 18.

## *Miscellaneous*

- ✓ The chamber, along with the Pittsburg State University Office of Alumni & Constituent Relations, continued the growth of the "Paint the Town Red" event. This event has garnered national attention from the NCAA and has become one of the area's most anticipated annual events. The event not only showcases local support for Pittsburg State University, but creates a positive first impression for many students, families and other newcomers to our area.
- ✓ Our agreement with the City of Pittsburg secures an active chamber membership for the city, which enables city staff to attend all of our chamber events. Such events allow city staff an impressive amount of visibility among local business leaders.

On behalf of the board of directors and all the nearly 500 members of the Pittsburg Area Chamber of Commerce, we thank you for your continued support of the programs we provide to this community. We do not take our responsibilities lightly and are honored to be your partner in growth. A healthy local economy is crucial to the city's success and we're committed to fostering a positive business climate. Thank you for the opportunity to partner with the City of Pittsburg.



201 West 4<sup>th</sup> Street – P.O. Box 688  
Pittsburg, Kansas 66762  
(620) 231-4100

### Outside Entity Request for City Funding Assistance

Name of entity requesting funding: Homer Cole Community Center  
Address: 3003 N. Joplin  
Pittsburg, KS 66762

Contact Person: Teri McKinnis

Phone Number: 620 231 9773

Amount of requested funds: \$ 9,000<sup>00</sup>

Amount of funding received in previous year: \$ 7,650<sup>00</sup>

Source of requested funds: \_\_\_\_\_  
(Internal use only)

Funding to be used for: Repairs, improvements, utilities, maintenance, supplies, ect.

Description of services and benefits provided to the community: ARRP Groups, card groups, Ladies Aglow, Weightwatchers, older ks workers program, Veterans Rep, Free Foot clinic, Dance Music, 60 plus, Area Agency on Aging, Senior meals daily, Bingo, ect.

Other sources of funding and the percent of the organization's budget that those sources provide: Crawford Co Commissioners  
County Provides 25%  
City Provides 20%  
Building rentals 55%

PLEASE RETURN TO JON GARRISON, DIRECTOR OF FINANCE  
BY JUNE 1, 2012

May 14, 2012

Pittsburg City Commissioners  
201 W. 4<sup>th</sup> Street  
Pittsburg, Ks. 66762

Dear Commissioners,

We would first like to take a moment and thank you for your support in years past. It has been greatly appreciated and much utilized.

It's time once again to ask for your support. We here at the Homer Cole Pittsburg Community Center offer many programs and services that are fueled by funds such as those given by the city of Pittsburg.

When you grant us funding we use it for utilities, office and building supplies, repairs to our building, grounds maintenance, and salaries for our two part time employees. We know this coming year we will be needing repairs and replacement for our aging heating and air system. This is always a large expense and one we would not be able to afford without the generous help from funds like that the city helps provide.

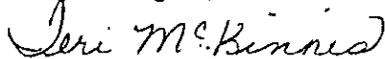
The Center continues to serve the area much like we have in the past years. However we are always trying to improve the services that are offered to the community. One of the new programs that the public can use at the Center is P.A.T.H. (personal actions to health) who are helping educate the area on ways to better health. We also continue to provide service to more than 25 local groups as well.

To further show how many people the Center touch on an annual basis we had over 6,300 people through our doors in the year 2011. That is just the public in here on a daily basis, not counting when the center is being used privately or the senior citizens coming in for lunch M-F.

For the year 2011 we were given \$ 7,650 to aid our organization with providing services to the community. This year we are asking for \$9000. As mentioned above our heating and air system are in need of improvement or replacement, as well as general operating costs. In years past we have been given an allotment such as this. We realize that the funding has been lowered by as much as 15% the last two years but we ask that you keep in mind the repairs that our building is in need of.

On behalf of all of us here at the Homer Cole Pittsburg Community Center we would once again like to thank you for all the support you have given us over the years and we are very grateful for any support you might give us in 2013. It's always our pleasure to serve this community.

Very Best Regards,



Teri McKinnis, manager  
Homer Cole Pittsburg Community Center



201 West 4<sup>th</sup> Street - P.O. Box 688  
 Pittsburg, Kansas 66762  
 (620) 231-4100

### Outside Entity Request for City Funding Assistance

**Name of entity requesting funding:** PITTSBURG BEAUTIFUL

**Address:** JIM BUCHE - PRES/TREAS  
308 WINWOOD DR.  
PITTSBURG, KS. 66762

**Contact Person:** JIM BUCHE

**Phone Number:** 620/232-5845

**Amount of requested funds:** \$ 2,000<sup>00</sup>

**Amount of funding received in previous year:** \$ 2,000<sup>00</sup>

**Source of requested funds:** \_\_\_\_\_  
 (Internal use only)

**Funding to be used for:** PLANTING URNS/ SPRING & FALL  
MAINTAINING 4 DOZEN LOCATIONS  
WITH MULCH-FLOWERS-TREES-ETC  
ADDITIONS TO RV & BIKE PARK

**Description of services and benefits provided to the community:** HELP BEAUTIFY OUR CITY  
HELP CITIZENS WANT TO  
BEAUTIFY, HELP WITH A  
DON'T LITTER CAMPAIGN.

**Other sources of funding and the percent of the organization's budget that those sources provide:**

<u>CFSEK ENDOWED FUND</u>	<u>6%</u>
<u>ALLAN TRUST FUND</u>	<u>82</u>
<u>VARIOUS GRANTS &amp; DONATIONS</u>	<u>5</u>
<u>CITY OF PITTSBURG</u>	<u>7</u>

PLEASE RETURN TO JON GARRISON, DIRECTOR OF FINANCE  
 BY JUNE 1, 2012

May 22, 2012

The City of Pittsburg  
201 West 4<sup>th</sup> Street  
Pittsburg, Ks. 66762

Attn: Jon B. Garrison  
Director of Finance and Administration

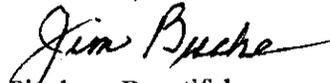
Dear Mr. Garrison,

On behalf of Pittsburg Beautiful, I am requesting funding in the amount of \$2,000 for the 2013 year. This is the same funding you gave us last year.

We continue to be committed to the beautification of Pittsburg and maintaining our many landscape projects. We are also working with the Parks & Rec. Dept. to make improvements to the R.V. Park at 20<sup>th</sup> & the Bypass.

Thank you for considering our request.

Jim Buche, President/Treasurer



Pittsburg Beautiful  
308 Winwood Dr.  
Pittsburg, Ks. 66762



DEPARTMENT OF PUBLIC WORKS

201 West 4<sup>th</sup> Street · Pittsburg KS 66762

(620) 231-4170

www.pittks.org

## Interoffice Memorandum

**TO:** DARON HALL  
City Manager

**FROM:** WILLIAM A. BEASLEY  
Director of Public Works

**DATE:** June 29, 2012

**SUBJECT:** Agenda Item – July 10, 2012  
Tower Lease Agreement  
Alltel Communications, LLC d/b/a Verizon Wireless

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In January 2012, the City Commission approved a proposal from Verizon Wireless to construct a new tower at the City's tower site on the northwest corner of 1<sup>st</sup> and Locust. The tower would remain the property of the City but, in exchange, the City agreed to abate the increase in lease fees for six years to offset the tower construction costs. With the assistance of the City Attorney and, after several drafts, Verizon and the City staff agreed to the attached proposed lease for consideration by the City Commission.

Currently, the City is receiving \$1,019 per month (or \$12,228 annually) from Verizon for lease on the existing tower, which they have six antennas and six coaxial cables. With the construction of a new tower, Verizon will have nine antennas and 12 coaxial cables. The lease provides that the City will retain the current fee of \$1,019 per month with Verizon for six years abating the additional lease fee for the cost of constructing the tower.

The approximate cost of constructing a new 200 foot tower is between \$70,000 and \$80,000. During the first six-year period of the lease, the City will receive \$73,368 and will be abating \$73,368 towards the tower construction. The lease provides that beginning year seven the City will receive \$2,219 per month (or \$26,628 annually) for the remainder of the lease. The lease also provides that Verizon's contractor will assemble the new tower and, after placing the City's equipment onto the new tower, will dismantle the old tower. The old tower will be retained as property of the City to be disposed of as we wish.

**MEMO TO: DARON HALL**  
**JUNE 29, 2012**  
**PAGE TWO**

The Public Utilities Department has requested the top 75 feet of the tower to be used at the Wastewater Treatment Plant to provide radio communication with the Water Treatment Plant. The staff is proposing that the remaining 125 feet of the old tower be sold by sealed bids to be salvaged or reused as a tower.

City staff is also requesting permission to receive bids to replace some of the equipment currently on the tower. The coaxial cable and several antennas on the tower have been painted several times, and staff is concerned that while dismantling the equipment the coaxial cable will get kinked causing future problems.

Approximately two years ago during a fire that occurred in the vicinity of the tower, power was lost to the radio tower and the existing generator failed to energize. Immediately after that, work was done on the generator. During monthly tests the generator has performed as needed, but because this is a critical operation of the City the staff would like to replace this generator with a new generator. The staff is proposing the current generator be move to City Hall to power the computer servers in the event of power outage. The estimated cost of replacing the antennas, coaxial cable and generator is approximately \$10,000. The City anticipates taking those funds from Sales Tax Capital Outlay. This will also make it easier to transfer the existing equipment to the new tower once it is constructed.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, July 10, 2012. Action being requested is to approve the lease and authorize the Mayor to sign it on behalf of the City of Pittsburg and to authorize the bidding of the antenna, coaxial cable and generator to be placed on the newly constructed tower.

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

Attachment: Tower Lease Agreement

cc: Tammy Nagel, City Clerk  
Joe Beaman, Traffic & Communications Superintendent  
Project File  
Memo File

## TOWER LEASE AGREEMENT

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2012, between The City of Pittsburg, Kansas, a Kansas municipality, with a principle address of 201 West Fourth Street, Pittsburg, Kansas 66762, hereinafter designated LESSOR and Alltel Communications, LLC d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the “Parties” or individually as the “Party”.

### WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

**WHEREAS**, LESSOR is the owner of certain real property located at 101 N. Locust, in the City of Pittsburg, County of Crawford, State of Kansas;

**WHEREAS**, LESSEE is currently collocated on an existing communications tower (“Existing Communications Tower”) owned by LESSOR which does not have the structural capacity to accommodate LESSEE’s equipment modifications; and

**WHEREAS**, LESSEE desires to lease a portion of the subject Property, as defined herein, to construct, maintain and operate a replacement communications tower (“Replacement Communications Tower”); and

**WHEREAS**, LESSOR desires LESSEE to construct the Replacement Communications Tower which upon completion, will be owned and maintained by LESSOR, and a portion of which shall be leased to LESSEE; and

**WHEREAS**, LESSOR deems it in the best interest of LESSOR to lease a portion of said Property to LESSEE, along with a portion of the Replacement Communications Tower; and

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. REPLACEMENT OF EXISTING COMMUNICATIONS TOWER WITH REPLACEMENT TOWER.

- a. Construction of Replacement Communications Tower. The subject property is only suitable for colocation only if the Existing Communications Tower is removed and

all equipment on the Existing Communications Tower is transferred to the Replacement Communication Tower. The Replacement Communications Tower shall be of sufficient structural capacity to accommodate LESSOR, LESSEE, all third parties with existing equipment on the Existing Communications Tower, and some additional capacity for three (3) additional carriers. The Replacement Communications Tower shall be designed according to ANSI/TIA/EIA-222F Structural Standards for Steel Towers. The parties shall agree on the location of the Replacement Communications Tower on the Property, as defined herein, prior to the commencement of construction. During construction of the Replacement Communications Tower and until LESSOR conveys title to the Existing Communications Tower to LESSEE, LESSEE shall not remove the Existing Communications Tower from the Property, nor shall LESSEE's construction of the Replacement Communications Tower unreasonably interfere with or interrupt the operation of the Existing Communications Tower. LESSEE shall cause LESSOR's equipment (collectively, the "Existing Equipment") to be removed from the Existing Communications Tower and installed on the Replacement Communications Tower at the appropriate elevations as determined by LESSOR. All work to be performed with respect to the Existing Equipment shall be performed by third parties approved by LESSOR, such approval not to be unreasonably withheld or delayed, under LESSOR's supervision, in a workmanlike manner consistent with LESSOR's construction standards.

b. Government Approvals. Prior to commencing construction of the Replacement Communications Tower, LESSEE shall obtain and submit to LESSOR copies of all certificates, permits, licenses, and other approvals that may be required by any federal, state, or local authorities, including, without limitation, the FCC, relating to LESSEE's construction of the Replacement Communications Tower (collectively the "Governmental Approvals"). LESSOR, at no cost to LESSOR, shall cooperate with LESSEE's reasonable business efforts to obtain Governmental Approvals. LESSOR shall be responsible for obtaining any and all necessary permits or licenses required by the FAA and shall be responsible for complying with any and all zoning requirements as required by any local jurisdiction.

c. Approval of LESSOR. Prior to commencing the construction of the Replacement Communications Tower, LESSEE will obtain the approval of LESSOR for the construction drawings which shall detail the planned location and specifications of (i) the Replacement Communications Tower, (ii) all ground based Existing Equipment, and (iii) all Existing Equipment which is to be installed upon the Replacement Communications Tower. In the event LESSEE is not able to obtain such approvals, LESSEE may terminate this Agreement.

d. Conveyance of Replacement Communications Tower. As used in this section, "Final Completion" shall occur when the local jurisdiction in which the Replacement Communications Tower is located has inspected the Replacement Communications Tower and has issued a final unconditioned certificate of occupancy or equivalent certification with respect to the Replacement Communications Tower. Upon Final

Completion, LESSEE shall provide LESSOR with all certificates, permits, licenses or other approvals required by any federal, state or local authority to construct the Replacement Communications Tower, and all other documents reasonably requested by LESSOR evidencing that the Replacement Communications Tower is free of all liens and encumbrances and that the Replacement Communications Tower complies with all applicable local, state and federal laws and regulations. Upon LESSOR's written acknowledgment of receipt of such documentation in a form reasonably acceptable to LESSOR, LESSEE shall convey title to the Replacement Communications Tower to LESSOR by bill of sale and LESSEE shall assign to LESSOR all warranties provided by the tower manufacturer to the extent they are transferable by an Assignment of Warranties.

e. Removal of Existing Communications Tower. The Parties hereby agree that LESSEE shall, at its sole cost and expense, dismantle the Existing Communications Tower for the benefit of LESSOR. LESSOR shall, at its sole cost and expense, remove the dismantled Existing Communications Tower or, at its option, maintain the dismantled Existing Communications Tower in storage.

f. Payment of Costs. LESSEE shall pay all costs associated with the construction of the Replacement Communications Tower, including without limitation: the cost of the Replacement Communications Tower; freight to the Site; foundation installation costs; tower erection costs; costs associated with the construction of a fence or other provisions for security; the reasonable cost of drawing telephone and electric services to the Replacement Communications Tower; tower grounding costs; the cost of building and other permits; the costs of erosion control and drainage; landscaping costs; the cost of environmental and geotechnical studies; the costs of all design and engineering plans and specifications and surveys; title examination and title commitment costs; recording costs; and costs incurred regarding FCC compliance, and any and all other required Federal regulatory filings, excluding any FAA filings. LESSEE shall also pay all costs associated with the relocation of the Existing Equipment from the Existing Communications Tower to the Replacement Communications Tower including, without limitation, all costs to (i) disconnect the Existing Equipment from electric and telco utilities; (ii) remove the Existing Equipment including without limitation all platforms, cables, antennas, concrete pads, and equipment shelters, from the Existing Communications Tower and the ground; (iii) install the Existing Equipment, including without limitation platforms, cables, antennas, concrete pads, and equipment shelters, on the Replacement Communications Tower and the ground; and (iv) reconnect the Existing Equipment to electric and telco utilities.

2. PREMISES. LESSOR hereby leases to the LESSEE a portion of that certain space ("the Tower Space") on the LESSOR's tower, hereinafter referred to as the "Tower", located at 101 N. Locust, Pittsburg, KS 66762 with a Tax Parcel ID of 2092902014001010 and being further described in Deed Book 190 at Page 321 as recorded in the Office of the Register of Deeds for Crawford County (the entirety of LESSOR's property is referred to hereinafter as the

“Property”), together with a parcel of land (the “Land Space”) sufficient for the installation of LESSEE's equipment building; together with the non-exclusive right (“the Right of Way”) for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a thirty (30) foot wide right-of-way extending from the nearest public right-of-way, N. Locust, to the Land Space; and together with any further rights of way (the “Further Rights of Way”) over and through the Property between the Land Space and the Tower Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The Tower Space, Land Space, Right of Way and Further Rights of Way, if any, are substantially described in Exhibit "A", attached hereto and made a part hereof demised premises and are collectively referred to hereinafter as the "Premises".

In the event any public utility is unable to use the Right of Way or Further Rights of Way, the LESSOR hereby agrees to grant an additional right-of-way(s) either to the LESSEE or to the public utility at no cost to the LESSEE.

LESSOR hereby grants permission to LESSEE to install, maintain and operate the radio communications equipment, antennas and appurtenances described in Exhibit "B" attached hereto.

LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said Tower.

3. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and Premises, and said survey shall then become Exhibit "C" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

4. TERM; RENTAL; ELECTRICAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for six (6) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Twelve Thousand Two Hundred Twenty-Eight Dollars (\$12,228.00) to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 25 below. The Agreement shall commence based upon the date LESSEE commences installation of the equipment on the Premises. In the event the date LESSEE commences installation of the equipment on the Premises falls between the 1<sup>st</sup> and 15<sup>th</sup> of the month, the Agreement shall commence on the 1<sup>st</sup> of that month and if the date installation commences falls between the 16<sup>th</sup> and 31<sup>st</sup> of the month, then the Agreement shall commence on the 1<sup>st</sup> day of the following month (either the “Commencement Date”). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date. LESSOR and LESSEE

acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after a written acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 25. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

c. LESSOR shall, at all times during the Term, provide electrical service and telephone service access within the Premises. If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall furnish and install

an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, the LESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the LESSEE shall pay the LESSOR thirty (30) days after receipt of an invoice from LESSOR indicating the usage amount based upon LESSOR's reading of the sub-meter. All invoices for power consumption shall be sent by LESSOR to LESSEE at Verizon Wireless, P.O. Box 182727, Columbus, OH 43218. LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

5. EXTENSIONS. This Agreement shall automatically be extended for one (1) additional four (4) year term unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".

6. EXTENSION RENTALS. The annual rental for the first (1st) additional four (4) year extension term shall be increased to Twenty-Six Thousand Six Hundred Twenty-Eight and no/100ths (\$26,628.00) Dollars.

7. INTENTIONALLY OMITTED.

8. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

9. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace or repair its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests and structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests or structural analysis is unsatisfactory; (v) LESSEE determines that the Premises is no longer technically or structurally compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

10. INDEMNIFICATION. Subject to Paragraph 11 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the

indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

11. INSURANCE.

a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits not less than \$2,000,000 for injury to or death of one or more persons in any one occurrence and \$1,000,000 for damage or destruction to property in any one occurrence; or \$3,000,000 combined single limit coverage for bodily injury and property damage. LESSOR and LESSEE each agree that it will include the other Party as an additional insured.

c. In addition, LESSOR shall obtain and keep in force during the Term a policy or policies insuring against loss or damage to the Tower at full replacement cost, as the same shall exist from time to time without a coinsurance feature. LESSOR's policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and earthquake unless required by a lender or included in the base premium), including coverage for any additional costs resulting from debris removal and reasonable amounts of coverage for the enforcement of any ordinance or law regulating the reconstruction or replacement of any undamaged sections of the Tower required to be demolished or removed by reason of the enforcement of any building, zoning, safety or land use laws as the result of a covered loss, but not including plate glass insurance.

12. LIMITATION OF LIABILITY. Except for indemnification pursuant to paragraphs 10 and 32, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

13. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure

periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

14. ACCESS TO TOWER. LESSOR agrees the LESSEE shall have free access to the Tower at all times for the purpose of installing and maintaining the said equipment. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said premises.

15. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all Laws (as defined in Paragraph 36 below). The LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. If the LESSOR fails to make such repairs within after sixty (60) days written notice from LESSEE including maintenance the LESSEE may make the repairs and the costs thereof shall be payable to the LESSEE by the LESSOR on demand together with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. If the LESSOR does not make payment to the LESSEE within ten (10) days after such demand, the LESSEE shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from the LESSEE to the LESSOR.

The Parties agree that no materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances.

The Parties agree that all antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

Upon request of the LESSOR, LESSEE agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for the purpose of LESSOR performing maintenance, repair or similar work at the Property or on the Tower provided:

- a. The Temporary Relocation is similar to LESSEE's existing location in size and is fully compatible for LESSEE's use, in LESSEE's reasonable determination;
- b. LESSOR pays all costs incurred by LESSEE for relocating LESSEE's equipment to the Temporary Relocation and improving the Temporary Relocation so that it is fully compatible for the LESSEE's use, in LESSEE's reasonable determination;
- c. LESSOR gives LESSEE at least ninety (90) days written notice prior to requiring LESSEE to relocate;

- d. LESSEE's use at the Premises is not interrupted or diminished during the relocation and LESSEE is allowed, if necessary, in LESSEE's reasonable determination, to place a temporary installation on the Property during any such relocation; and
- e. Upon the completion of any maintenance, repair or similar work by LESSOR, LESSEE is permitted to return to its original location from the temporary location with all costs for the same being paid by LESSOR.

16. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all steps necessary to correct and eliminate the interference within forty-eight (48) hours. To the extent LESSEE is unable to cure the interference within this timeframe, LESSEE shall voluntarily power down the equipment causing the interference except for intermittent testing until such time as the interference is remedied. If after thirty (30) days, LESSEE is unable to cure the interference despite its good faith efforts, it will remove the equipment which caused the interference, or at its option, terminate this Agreement. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

17. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna(s), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

18. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 17 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 17 and this Paragraph 18, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 16 shall be equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

19. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer.

20. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Tower thereon to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. In the event of a sale or transfer of the property and an assignment of this Agreement to the purchaser thereof, LESSOR shall be relieved of its obligations hereunder, and LESSEE shall look to the new owner for performance of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Tower and/or Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

21. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

22. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient

title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

23. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 4. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

24. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

25. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

26. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: City of Pittsburg, Kansas  
ATTN: City Clerk  
201 West Fourth Street  
Pittsburg, Kansas 66762

LESSEE: Alltel Communications, LLC  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

27. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

28. SUBORDINATION AND NON-DISTURBANCE. LESSOR shall obtain a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property, Tower or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Tower or Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Tower or Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Tower or Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may

otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

29. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

30. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within fifteen (15) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than fifteen (15) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such fifteen (15) day period and thereafter diligently pursued to completion.

31. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-

defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, the non-defaulting Party shall use reasonable efforts to mitigate its damages in connection with a default by the defaulting Party. If the non-defaulting Party so performs any of the defaulting Party's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by the non-defaulting Party shall immediately be owing by the defaulting Party to the non-defaulting party, and the defaulting Party shall pay to the non-defaulting Party upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

### 32. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Tower or Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Tower or Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

33. CASUALTY. In the event of damage by fire or other casualty to the Tower or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may

reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

34. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Tower, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

35. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this

Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

36. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

37. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

38. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

39. PRIOR TERMINATED AGREEMENT. LESSOR and LESSEE agree that this Agreement replaces the Tower Space Agreement between The City of Pittsburg and Liberty Cellular, Inc. dated October 1, 1993, as amended by that certain First Addendum to Tower Space Agreement dated November 14, 2000 and as further amended by that certain Second addendum to Tower Space Agreement dated February 11, 2003 referenced by LESSEE as Contract # 83182 ("Terminated Agreement"). LESSOR and LESSEE acknowledge that notwithstanding the termination of the Terminated Agreement and the commencement of this Agreement, LESSEE may continue to make, and the LESSOR may continue to receive, rental and other payments pursuant to the Terminated Agreement. In such event, any rental or other payments made pursuant to the Terminated Agreement after its termination shall be applied and credited against any rentals or other payments due to LESSOR under this Agreement or the Terminated Agreement.

[SIGNATURES TO APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

**LESSOR:**

**THE CITY OF PITTSBURG, KANSAS**

By: \_\_\_\_\_

Its: Mayor –

Date: \_\_\_\_\_

**ATTEST:**

City Clerk – Tammy Nagel

(SEAL)

**LESSEE:**

**ALLTEL COMMUNICATIONS, LLC  
D/B/A VERIZON WIRELESS**

By: \_\_\_\_\_

Beth Ann Drohan  
Area Vice President Network

Date: \_\_\_\_\_

(SEAL)

**EXHIBIT A**

**PREMISES**

## **EXHIBIT B**

### LESSEE'S EQUIPMENT

LESSEE is authorized to install and maintain the following equipment:

#### ANTENNA INFORMATION

ANTENNAS: twelve (12) antennas at 145' and 50' rad centers

Orientation: 330°/90°/210°/215°

Diameter of transmission line: 1 5/8"

Number of transmission lines: fifteen (15)

#### Frequencies:

##### CDMA

- a. TX freq.: 869 – 880 MHz.
- b. RX freq.: 824 – 835 MHz.

##### LTE

- c. TX freq.: 776 – 787 MHz.
- d. RX freq.: 741 – 757 MHz.