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PLAT - CREEKSIDE EAST - Staff will provide a verbal recommendation from the Planning Commission/Board of Zoning Appeals to approve or disapprove the Preliminary and Final Plats submitted by Bart Arnett on behalf of Turnkey Developers, LLC, under the provisions of Article 2 of the Pittsburg Subdivision Regulations to allow the Preliminary and Final Plat of the property located immediately west of Free King Highway, north of the Water Treatment Plant and south of Remington Square, between East Quincy Street and East 4th Street.	
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CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, July 28, 2020
5:30 PM

CALL TO ORDER BY THE MAYOR:

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

CONSENT AGENDA:

- a. Approval of the July 14, 2020, City Commission Meeting minutes.
- b. Approval of the application submitted by Leroy Smith for a Cereal Malt Beverage License for the Third Annual Celebration to honor the life of Brandon Smith to be held at the Frisco Event Center (210 East 4th Street) from 4:00 p.m. until 11:00 p.m. on Saturday, August 1st, 2020, and authorize the City Clerk to issue the license.
- c. Approval of final payment to Cunningham Sandblasting & Painting Co., Inc., of Joplin, Missouri, in the amount of \$10,017.00, for the Water Treatment Plant Solids Contact Unit Blast and Recoat Project.
- d. Approval of staff recommendation to award the bid for the 2020 Asphalt Rejuvenation Project to Proseal, Inc., of El Dorado, Kansas based on their low bid meeting specifications of \$0.98 per square yard for a total project cost of \$75,727.54, and authorize the Mayor and City Clerk to sign the contract agreement once prepared.
- e. Approval of staff recommendation to award the bid for the West Euclid Street Repairs Project to Sprouls Construction, Inc., of Lamar, Missouri, based on their low bid meeting specifications of \$58,794.80, and authorize the Mayor and City Clerk to sign the contract agreement once prepared.
- f. Approval of the Appropriation Ordinance for the period ending July 28, 2020, subject to the release of HUD expenditures when funds are received.

ROLL CALL VOTE.

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, July 28, 2020
5:30 PM

PUBLIC HEARING:

- a. PUBLIC HEARING - The City of Pittsburg advertised for a Public Hearing to be held on Tuesday, July 28th, 2020, at 5:30 p.m. to receive public comment on the establishment of the Creekside East Rural Housing Incentive District (RHID) and the adoption of a plan for the development of housing and public facilities in such proposed district. **Following Public Hearing, adopt Ordinance No. S-1071 and the Creekside East Development Plan, and authorize the Mayor to sign the necessary documents on behalf of the City.**

SPECIAL PRESENTATIONS:

- a. PITTSBURG STATE UNIVERSITY UPDATE - Dr. Steve Scott, Pittsburg State University President, will provide details of the campus reopening plans in relation to the current coronavirus pandemic.
- b. PITTSBURG AREA CHAMBER OF COMMERCE VIDEO - Blake Benson, President of the Pittsburg Area Chamber of Commerce, will share a video highlighting steps being taken by area businesses in response to the coronavirus pandemic. **Receive for file.**
- c. 2021 BUDGET - Consider the 2021 budget for adoption. A public hearing will be scheduled for August 11, as prescribed by law, to be held in the City Commission Room, located in the Law Enforcement Center at 201 North Pine, at 5:30 p.m., for the purpose of hearing and answering questions relating to the 2021 budget. **Take that action deemed appropriate.**
- d. PUBLIC MEETING - WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT - The City has given notice of a Public Meeting to be held on Tuesday, July 28, 2020, at 5:30 p.m., in the City Commission Room in the Law Enforcement Center, 201 North Pine, to present and discuss alternatives for wastewater treatment plant and collection system improvements to be funded under the low interest State Revolving Loan Fund Program through the Kansas Department of Health and Environment for an anticipated amount of \$40,000,000. **Take that action deemed appropriate.**

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, July 28, 2020
5:30 PM

CONSIDER THE FOLLOWING:

- a. PLAT - CREEKSIDE EAST - Staff will provide a verbal recommendation from the Planning Commission/Board of Zoning Appeals to approve or disapprove the Preliminary and Final Plats submitted by Bart Arnett on behalf of Turnkey Developers, LLC, under the provisions of Article 2 of the Pittsburg Subdivision Regulations to allow the Preliminary and Final Plat of the property located immediately west of Free King Highway, north of the Water Treatment Plant and south of Remington Square, between East Quincy Street and East 4th Street. **Approve or disapprove recommendation and, if approved, authorize the Mayor and City Clerk to sign the Final Plat on behalf of the City.**

NON-AGENDA REPORTS & REQUESTS:

ADJOURNMENT

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
July 14th, 2020

A Regular Session of the Board of Commissioners was held at 5:30 p.m. on Tuesday, July 14th, 2020, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor Dawn McNay presiding and the following members present: Cheryl Brooks, Larry Fields, Chuck Munsell and Patrick O'Bryan.

Mayor McNay led the flag salute.

APPROVAL OF MINUTES – On motion of O'Bryan, seconded by Munsell, the Governing Body approved the June 23rd, 2020, City Commission Meeting minutes as presented. Motion carried.

EMERGENCY SOLUTIONS GRANT APPLICATION – On motion of O'Bryan, seconded by Munsell, the Governing Body approved staff recommendation to submit an Emergency Solutions Grant (ESG) application to the Kansas Housing Resources Corporation in the amount of \$302,754 for Homeless Services including prevention, rapid re-housing and day shelter services, and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried.

SILVERCREEK MEDICAL REIMBURSEMENT SOLUTIONS LOAN FORGIVENESS – On motion of O'Bryan, seconded by Munsell, the Governing Body approved the recommendation of the Economic Development Advisory Committee (EDAC) to forgive the loan payment in the amount of \$15,000 for Silvercreek Medical Reimbursement Solutions, as the required thresholds for forgiveness have been met, and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried.

APPROPRIATION ORDINANCE – On motion of O'Bryan, seconded by Munsell, the Governing Body approved the Appropriation Ordinance for the period ending July 14th, 2020, subject to the release of HUD expenditures when funds are received with the following roll call vote: Yea: Brooks, Fields, McNay, Munsell and O'Bryan. Motion carried.

ORDINANCE NO. S-1068 – On motion of Fields, seconded by Brooks, the Governing Body adopted Ordinance No. S-1068, levying a special assessment against lots or parcels of land on which refuse matter was located to pay the cost of making the premises safe and hygienic, and authorized the Mayor to sign the Ordinance on behalf of the City. Motion carried.

Director of Finance Jamie Clarkson noted that the assessment listed in Section 5 of the Ordinance has been paid by the property owner.

ORDINANCE NO. S-1069 – On motion of O'Bryan, seconded by Brooks, the Governing Body adopted Ordinance No. S-1069, levying a special assessment against lots or parcels of land on which existed weeds or obnoxious vegetable growth to pay the cost of cutting or removing said growth, and authorized the Mayor to sign the Ordinance on behalf of the City. Motion carried.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
July 14th, 2020

ORDINANCE NO. S-1070 – On motion of O’Bryan, seconded by Munsell, the Governing Body adopted Ordinance No. S-1070, levying a special assessment against lots or parcels of land on which a public nuisance was located to pay the cost of abating the nuisance, and authorize the Mayor to sign the Ordinance on behalf of the City. Motion carried.

EMERGENCY SOLUTIONS GRANT ACCEPTANCE – On motion of Munsell, seconded by Fields, the Governing Body approved staff recommendation to accept an Emergency Solutions Grant (ESG) from the Kansas Housing Resources Corporation (KHRC) in the amount of \$317,891.70 to support homeless services within our community, for the grant period of July 1st, 2020 through June 30th, 2021, and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried.

PRESENTATION OF THE CITY MANAGERS SUBMITTED 2021 BUDGET - City Manager Daron Hall and Director of Finance Jamie Clarkson presented the City Manager's Submitted Budget for 2021.

SALES TAX REVOLVING LOAN FUND UPDATE - Director of Finance Jamie Clarkson provided a financial update on the Sales Tax Revolving Loan Fund.

PAYTON'S HAMLET PROJECT – On motion of Fields, seconded by O’Bryan, the Governing Body approved the recommendation of the Economic Development Advisory Committee (EDAC) to contribute up to \$44,000 in funding to cover the cost of extending the infrastructure inside the Rural Housing Incentive District (RHID), including concrete streets, to serve the Payton's Hamlet development, and authorized the Mayor to usign the necessary documents on behalf of the City. Motion carried.

TURNKEY DEVELOPMENT - CREEKSIDE EAST PROJECT – On motion of Fields, seconded by Munsell, the Governing Body approved the recommendation of the Economic Development Advisory Committee (EDAC) to contribute up to \$356,000 in funding to cover the cost of extending the infrastructure inside the Rural Housing Incentive District (RHID), including concrete streets, to serve the Creekside East development, and authorized the Mayor to sign the necessary documents on behalf of the City. Motion carried.

GRANT REQUEST - ALISSA ROGGE – On motion of O’Bryan, seconded by Fields, the Governing Body approved the recommendation of the Economic Development Advisory Committee (EDAC) to provide a non-repayable grant to Alyssa Rogge for 10% of the redevelopment cost for the property located at 514 North Broadway, with the grant amount not to exceed \$11,000, and authorized the Mayor to sign the necessary documents on behalf of the City. Motion carried.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
July 14th, 2020

PURCHASE AND DEMOLITION - 525 SOUTH BROADWAY – On motion of O’Bryan, seconded by Fields, the Governing Body approved the recommendation of the Economic Development Advisory Committee (EDAC) to utilize up to \$122,000 from the Revolving Loan Fund (RLF) for the acquisition and demolition of the property located at 525 South Broadway, and authorized the Mayor to sign the necessary documents on behalf of the City. Motion carried with Brooks and Munsell voting in opposition.

CONDITIONAL USE PERMIT REQUEST – On motion of O’Bryan, seconded by Munsell, the Governing Body approved the recommendation of the Planning Commission/Board of Zoning Appeals to deny the request submitted by Joe Newlin of Pittsburg, Kansas, for a Conditional Use Permit under the provisions of Article 30-104.9 of the Pittsburg Zoning Ordinance to allow a contractor shop and/or yard, including construction equipment and/or a material storage area to be located at 1200 East 20th Street. Motion carried.

CONDITIONAL USE PERMIT REQUEST – On motion of O’Bryan, seconded by Munsell, the Governing Body approved the recommendation of the Planning Commission/Board of Zoning Appeals to deny the request submitted by Randi Wickham for a Conditional Use under the provisions of Article 30-104.22 of the Pittsburg Zoning Ordinance to allow a kennel to be located at 601 North Georgia. Motion carried.

NON-AGENDA REPORTS & REQUESTS:

BI-MONTHLY BUDGET REVIEW - Deputy Finance Director Larissa Bowman provided the June 30, 2020, bi-monthly budget review.

CORONAVIRUS – City Manager Daron Hall announced that several City employees have been tested for the coronavirus. As of today, seven of the City’s firefighters have tested positive for the virus. Mr. Hall explained the response of firefighters to EMT calls during the coronavirus pandemic.

MASK USAGE – Commissioner Munsell asked City Manger Daron Hall to discuss face mask requirements in place for the City of Pittsburg. Mr. Hall indicated that the City has taken the lead of the County and the State with regard to the mandate to require citizens to wear face masks in public. Mr. Hall stated that the City Commissioners will not be asked to vote on the issue.

CORONAVIRUS RESPONSE RECOGNITION – Mayor McNay thanked members of the County and State government for their diligence in responding to the coronavirus pandemic.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
July 14th, 2020

ADJOURNMENT: On motion of O'Bryan, seconded by McNay, the Governing Body adjourned the meeting at 6:50 p.m. Motion carried.

Dawn McNay, Mayor

ATTEST:

Tammy Nagel, City Clerk



DEPARTMENT OF PUBLIC UTILITIES
1506 North Walnut · Pittsburg KS 66762

(620) 240-5126
www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Director of Public Utilities

DATE: July 20, 2020

SUBJECT: Agenda Item – July 28, 2020
Final Payment
Water Treatment Plant Solids Contact Unit Blast & Recoat Project

The contractor, Cunningham Sandblasting & Painting Co., Inc., of Joplin, Missouri, has completed all work on the above-referenced project and is now requesting final payment in the amount of \$10,017.00, which is basically the retainage remaining on the project. There were no change orders issued for this project. The total project cost is \$100,170.00. Funding for this project is from Capital Outlay from the Water Treatment Plant 2019 Budget.

The project consisted of construction of the sweep blast and recoat of Solids Contact Unit #1 concrete walls along with the sandblast and paint of the SCU's carbon steel exposed to water.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, July 28, 2020. Action necessary will be approval or disapproval of the final payment to Cunningham Sandblasting & Painting Co., Inc.

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

Attachments: Final Payment Documents

cc: Jerry Jesky, P.E., Senior Engineer, Olsson

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 2 PAGES

CONTRACTOR: **Cunningham Sandblasting & Painting Co., Inc.**
 4835 Azure Lane
 Joplin, Missouri 64801

SUBCONTRACTOR:

PROJECT:
Pittsburg WTP
SCU #1 & SCU #2 Blast/Recoat

APPLICATION NUMBER: **3**
 PERIOD TO: **06/30/20**
 PROJECT NOS.:
 CONTRACT DATE:

Distribution to:
 OWNER
 ENGINEER
 ARCHITECT
 CONTRACTOR

CONTRACT FOR: **City of Pittsburg, Kansas**

VIA ENGINEER: **Olsson**
 VIA OWNER: **City of Pittsburg**

CONTRACTOR'S APPLICATION FOR PAYMENT

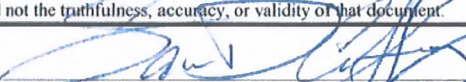
Application is made for payment, as shown below, in accordance with the Contract.
 Continuation Sheet, AIA Document G703, is attached.

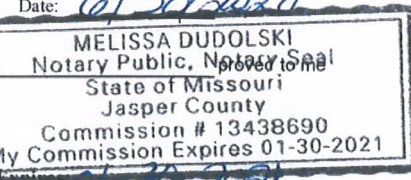
1. ORIGINAL CONTRACT SUM	\$100,170.00
2. Net Change By Change Orders.....	\$0.00
3. CONTRACT SUM TO DATE (Line 1 +2).....	\$ 100,170.00
4. TOTAL COMPLETED & STORED TO DATE..... (Column G on G703)	\$100,170.00
5. RETAINAGE:	
a. 0% % of Completed Work (Columns D & E on G703)	\$0.00
b. 0% % of Stored Material (Column F on G703)	\$0.00
Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$0.00
6. TOTAL EARNED LESS RETAINAGE..... (Line 4 less Line 5 Total)	\$100,170.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$90,153.00
8. CURRENT PAYMENT DUE	\$10,017.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ -

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total Approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.
 CONTRACTOR:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed it and not the truthfulness, accuracy, or validity of that document.

By: 
 State of: **Missouri** County of: **Jasper**
 Subscribed and sworn before me on this 30th day of June, 2020
 on the basis of satisfactory evidence to be the person who appeared before me.

Date: 6/30/2020


CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Construction Manager certifies that to the best of his knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$10,017.00

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)

CITY OF PITTSBURG, KS.

By:  Date: _____

ENGINEER:  Date: 7-21-20

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET - Schedule of Values

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use column 1 on Contracts where variable retainage for line items may apply.

APPLICATION NO: **3**
 APPLICATION DATE: **06/30/20**
 PERIOD TO: **06/30/20**
 ENGINEERS PROJECT NO: **F19-0146**

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C-G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)		
1	MOBILIZATION	\$5,000.00	\$5,000.00	\$0.00		\$5,000.00	100%	\$0.00	
2	SCU #1 - BLAST & PAINT LABOR	\$32,844.00	\$32,844.00	\$0.00		\$32,844.00	100%	\$0.00	
3	SCU #1 - MATERIALS	\$14,076.00	\$14,076.00	\$0.00		\$14,076.00	100%	\$0.00	
4	SCU #2 - BLAST & PAINT LABOR	\$30,625.00	\$30,625.00	\$0.00		\$30,625.00	100%	\$0.00	
5	SCU #2 - MATERIALS	\$13,125.00	\$13,125.00	\$0.00		\$13,125.00	100%	\$0.00	
6									
7	SCU #1 - STAINLESS POWERWASH	\$2,250.00	\$2,250.00	\$0.00		\$2,250.00	100%	\$0.00	
8	SCU #2 - STAINLESS POWERWASH	\$2,250.00	\$2,250.00	\$0.00		\$2,250.00	100%	\$0.00	
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SUB TOTALS:		\$100,170.00	\$100,170.00	\$0.00	\$0.00	\$100,170.00	100%	\$0.00	\$0.00
	Change Orders								
CHANGE ORDER TOTALS:		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
GRAND TOTALS		\$100,170.00	\$100,170.00	\$0.00	\$0.00	\$100,170.00	100%	\$0.00	\$0.00

Arch Insurance Company
3 Parkway, Suite 1500
Philadelphia, PA 19102

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

PROJECT: Water Treatment Plant Solids Contact Unit Blast & Recoat Project

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

CONTRACT FOR: \$100,170.00
CONTRACT DATE: February 11, 2020

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the Arch Insurance Company, Surety on bond of Cunningham Sandblasting & Painting Co., Inc., Contractor, hereby approves the reduction in or partial release of retainage to the Contractor, as follows:

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

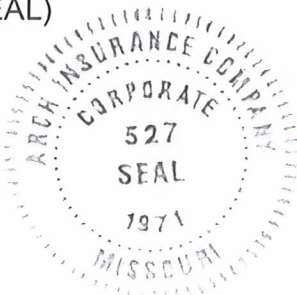
City of Pittsburg, Kansas, OWNER,
as set forth in the said Surety's bond.

IN WITNESS WHEREOF, Arch Insurance Company
the Surety has hereunto set its hand this 8 day of July, 2020.

ATTEST:

Arch Insurance Company
Surety

(SEAL)



Aksel Firat
Signature of Authorized Representative

Attorney-In-Fact
Title

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Aaron M. West, Aksel Firat, Jennifer Halland, Kelli Linsted and Megan R. Runde of Scottsdale, AZ (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (90,000,000.00). This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 9th day of June, 2020

Attested and Certified

Patrick K. Nails, Secretary

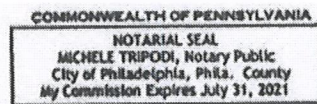


Arch Insurance Company

David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Michele Tripodi, Notary Public

My commission expires 07/31/2021

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated June 9, 2020 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

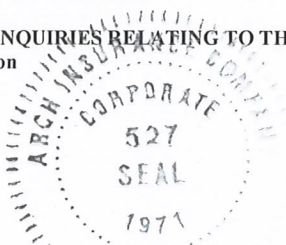
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 8 day of July, 2020.

Patrick K. Nails, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

Arch Insurance Company
3 Parkway, Suite 1500
Philadelphia, PA 19102

**TO: CITY CLERK
CITY OF PITTSBURG
PITTSBURG, KANSAS 66762**

**PROJECT: Water Treatment Plant Solids Contact Unit Blast &
Recoat Project**

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

<p>State of ^{Missouri} Kansas, <u>Jasper</u> County</p> <p>On this <u>10</u> day of <u>July</u>, 20<u>20</u>, before me, a Notary Public in and for the aforementioned County and State, personally appeared _____ to me known to be the identical person who executed the above statement.</p> <p><u>[Signature]</u> Notary Public</p> <p>My Commission Expires: <u>01-30-2021</u></p>	<p>Contractor: <u>Cunningham Sandblasting & Painting Co., Inc.</u></p> <p>By: <u>[Signature]</u></p> <p>Title: <u>CHIEF OPERATING OFFICER</u></p> <p>Seal: _____ (If Corporate)</p> <div data-bbox="820 1029 1299 1207" style="border: 1px solid black; padding: 5px; text-align: center;"> <p>MELISSA DUDOLSKI Notary Public, Notary Seal State of Missouri Jasper County Commission # 13438690 My Commission Expires 01-30-2021</p> </div>
---	--

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

IN WITNESS this 9 day of July, 2020.

(SEAL):

ARCH INSURANCE COMPANY
CORPORATE
527
SEAL
1971
MISSOURI

Arch Insurance Company
Aksel Firat
 Signature of Authorized Representative
 ATTORNEY-IN-FACT
 RESIDENT AGENT.

cc: Engineering Division

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Aaron M. West, Aksel Firat, Jennifer Halland, Kelli Linsted and Megan R. Runde of Scottsdale, AZ (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (90,000,000.00). This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 9th day of June, 2020

Attested and Certified

Patrick K. Nails

Patrick K. Nails, Secretary



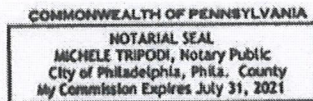
Arch Insurance Company

David M. Finkelstein

David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Michele Tripodi

Michele Tripodi, Notary Public
My commission expires 07/31/2021

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated June 9, 2020 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 9 day of July, 2020.

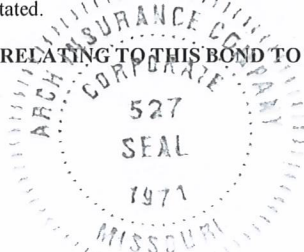
Patrick K. Nails

Patrick K. Nails, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance - Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.



DEPARTMENT OF PUBLIC UTILITIES
1506 North Walnut · Pittsburg KS 66762

(620) 240-5126
www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Director of Public Utilities

CAMERON ALDEN
Director of Public Works

DATE: July 20, 2020

SUBJECT: Agenda Item – July 28, 2020
Disposition of Bids
2020 Asphalt Rejuvenation Project

Bids were received on Tuesday, July 14, 2020, for the 2020 Asphalt Rejuvenation Project. Bid solicitations were sent to five (5) contractors, however, only one bid was received (see attached bid tab sheet). After reviewing the bids received, staff is recommending that the bid be awarded to Proseal, Inc., of El Dorado, Kansas, based on the low bid meeting specifications of \$0.98 per square yard. The total project is based on 77,27 square yards or a total project cost of \$75,727.54. Proseal, Inc. was the successful bidder last year with a bid of \$1.02 per square yard.

This work consists of furnishing all labor, material and equipment necessary to perform the application of an asphalt rejuvenating agent to asphaltic concrete surface courses. The application of this rejuvenating agent is expected to add life to recently paved streets extending the length of time that they will require major maintenance in the future. Refer to attached plan sheet for project locations.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, July 28, 2020. Action necessary will be approval or disapproval of staff's recommendation to award the bid to the low bidder as stipulated above and, if approved, authorize the Mayor and City Clerk to execute the contract documents when prepared. The project will be paid by Street Sales Tax Funds.

Attachments: Bid Tab Sheet
Plan Sheet of Project Locations

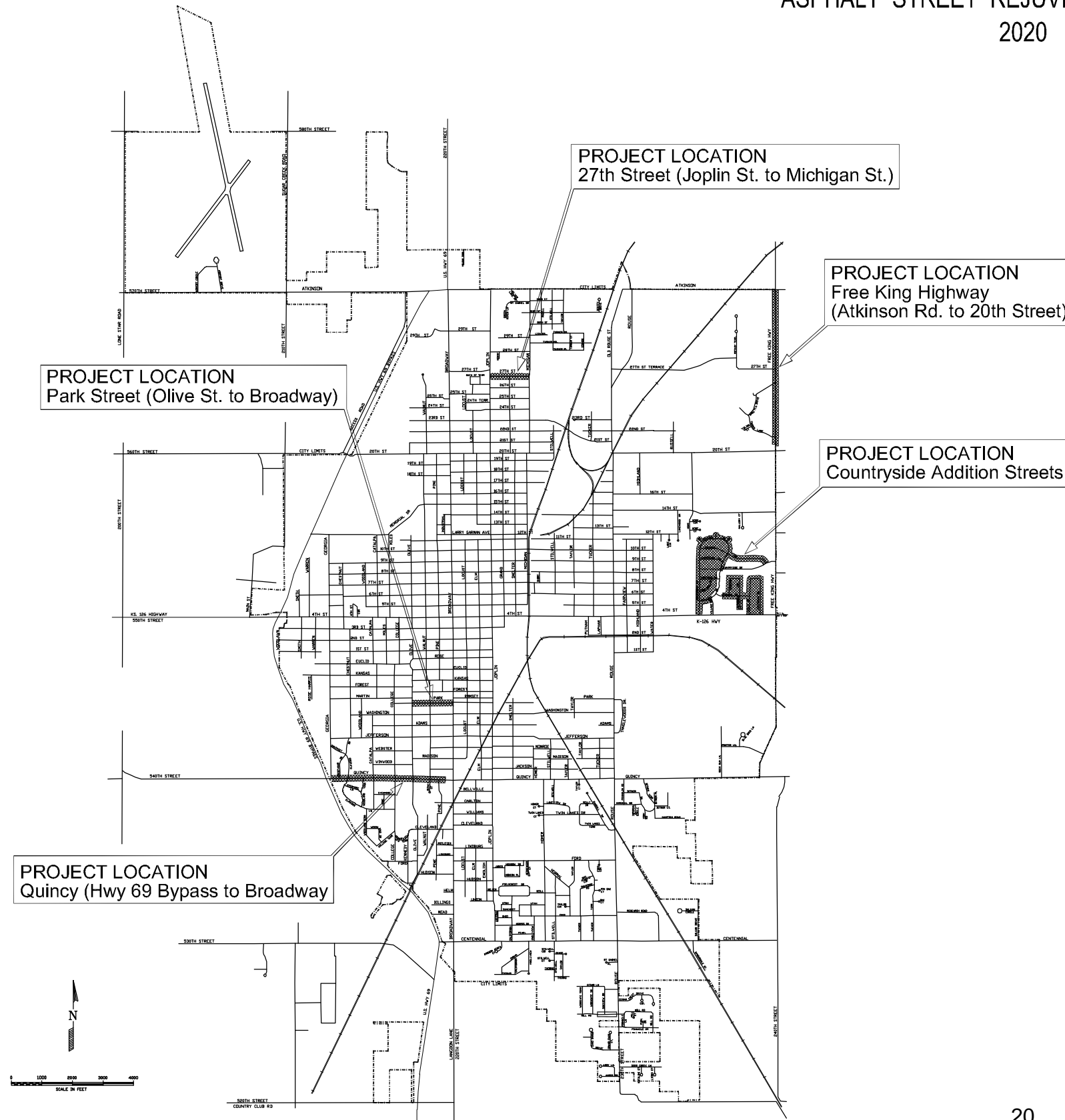


The City of Pittsburg, Kansas
Recapitulation of Bids
2020 Asphalt Rejuvenation Project
Tuesday, July 14, 2020--2:00 p.m.

Name & Address of Bidder	Base Bid Per Square Yard (77,273 SY)
Proseal, Inc. P.O. Box 741 El Dorado, Kansas 67042	\$0.98 Total - \$75,727.54 Reclamite

CITY OF PITTSBURG

STREET IMPROVEMENTS ASPHALT STREET REJUVENATION PROJECT 2020



INDEX OF SHEETS

NO.	TITLE
1.	Title Sheet
2.	Plan View & Quantities (Free King Highway - Atkinson Road to 20th Street)
3.	Plan View & Quantities (27th Street - Joplin Avenue to Michigan Street)
	" " " (Park Street - Olive Street to Broadway)
4.	Plan View & Quantities (Quincy Street - US Highway 69 Bypass to Broadway)
5.	Plan View & Quantities (Countryside Addition - West Portion Streets)
6.	" " " (Countryside Addition - East Portion Streets)
7.	General Traffic Control
8.	Channelizing Devices
9.	Road Closures
10.	Traffic Control Access
11.	Traffic Control Signs

PUBLIC OFFICIALS

MAYOR	Dawn McNay
CITY COUNSEL MEMBERS	Chuck Munsell Cheryl Brooks Larry Fields Patrick O'Bryan
CITY MANAGER	Daron Hall
CITY CLERK	Tammy Nagel
CITY ATTORNEY	Henry Menghini
DIRECTOR OF PUBLIC WORKS	Cameron Alden





DEPARTMENT OF PUBLIC UTILITIES
1506 North Walnut · Pittsburg KS 66762

(620) 240-5126
www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: CAMERON ALDEN
Director of Public Works

MATT BACON
Director of Public Utilities

DATE: July 20, 2020

SUBJECT: Agenda Item – July 28, 2020
Disposition of Bids – West Euclid Street Repairs Project
South Olive Street to South Catalpa Street

The City received bids on Tuesday, July 14, 2020, for the West Euclid Street Repairs Project from South Olive Street to South Catalpa Street. Bid solicitations were sent to 22 contractors, however, only three (3) bids were received (see attached bid tab sheet). After reviewing the bids received, City staff is recommending that the bid be awarded to the low bidder meeting specs, Sprouls Construction, Inc., of Lamar, Missouri, based on their bid of \$58,794.80. The Engineer's Estimate for this project is \$82,712.00.

This project will consist of the construction of new concrete curbing, pavement removal, and brick street patching.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, July 28, 2020. Action necessary will be approval or disapproval of staff's recommendation to award the bid to the low bidder as stipulated above and, if approved, authorize the Mayor and City Clerk to execute the contract documents when prepared. The project will be paid by Street Sales Tax Funds.

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

Attachment: Bid Tab Sheet
Plan Sheet of Project Location



BID TABULATION
WEST EUCLID STREET REPAIRS PROJECT
BID OPENING: July 14, 2020 - 2:00 PM

BIDDER	TOTAL BID	BID BOND	ACKNOWLEDGE ADDENDUM NO. 1	ACKNOWLEDGE ADDENDUM NO. 2
Engineer's Estimate	\$82,712.00	Yes/No	Yes/No	Yes/No
Home Center Construction, Inc. 420 West Atkinson Road Pittsburg, Kansas 66762	\$98,197.40	Yes	Yes	Yes
Martin Outdoor Enterprises, Inc. P.O. Box 1564 Pittsburg, Kansas 66762	\$72,236.80	Yes	Yes	Yes
Sprouls Construction, Inc. 397 W Hwy DD Lamar, Missouri 64759	\$58,794.80	Yes	Yes	Yes



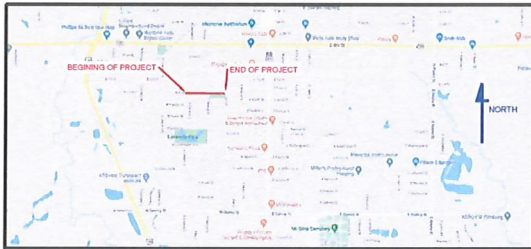
BID TABULATION
WEST EUCLID STREET REPAIRS PROJECT

Bid Opening: July 14, 2020- 2:00 PM

ITEM NO.	DESCRIPTION	UNIT	NO. OF UNITS	Engineer's Estimate		Home Center Construction, Inc. 420 West Atkinson Road Pittsburg, Kansas 66762		Martin Outdoor Enterprises, Inc. P.O. Box 1564 Pittsburg, Kansas 66762		Sprouls Construction, Inc. 397 W Hwy DD Lamar, Missouri 64759	
				UNIT COST	EXTENSION	UNIT COST	EXTENSION	UNIT COST	EXTENSION	UNIT COST	EXTENSION
1	Mobilization	L.S.	1	\$ 10,000.00	\$ 10,000.00	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00
2	Traffic Control	L.S.	1	\$ 5,500.00	\$ 5,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,750.00	\$ 2,750.00	\$ 2,000.00	\$ 2,000.00
3	Pavement Removal	S.Y.	226	\$ 35.00	\$ 7,910.00	\$ 93.00	\$ 21,018.00	\$ 126.00	\$ 28,476.00	\$ 25.00	\$ 5,650.00
4	Brick Street Patcing	S.Y.	205	\$ 235.00	\$ 48,222.00	\$ 227.00	\$ 46,580.40	\$ 54.00	\$ 11,080.80	\$ 199.00	\$ 40,834.80
5	18"x6" Concrete Curb (Special)	L.F.	277	\$ 40.00	\$ 11,080.00	\$ 87.00	\$ 24,099.00	\$ 90.00	\$ 24,930.00	\$ 30.00	\$ 8,310.00
Total				\$ 82,712.00	\$ 82,712.00	Total	\$ 98,197.40	Total	\$ 72,236.80	Total	\$ 58,794.80

CITY OF PITTSBURG, KANSAS EUCLID STREET REPAIRS PROJECT

PROJECT MAP



PLAN ORDER

<u>NO.</u>	<u>TITLE</u>
1.	Title Sheet
2.	General Notes and Plan Quantities
3.	Typical Sections
4.-6.	Brick Street and Concrete Curb Patching Areas
7.-11.	Traffic Control

CITY OFFICIALS

MAYOR	Dawn McNay
PRESIDENT OF THE BOARD	Chuck Munsell
CITY COUNSEL MEMBERS	Cheryl Brooks Larry Fields Patrick O'Bryan
CITY MANAGER	Daron Hall
CITY CLERK	Tammy Nagel
CITY ATTORNEY	Henry Menghini
DIRECTOR OF PUBLIC WORKS	Cameron Alden



MARCH 2020

Sheet
No.
1 of 11

VENDOR SET: 99 City of Pittsburg, KS
BANK: * ALL BANKS
DATE RANGE: 7/08/2020 THRU 7/21/2020

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	7/10/2020			187200		
C-CHECK	VOID CHECK	V	7/10/2020			187201		
C-CHECK	VOID CHECK	V	7/10/2020			187214		
C-CHECK	VOID CHECK	V	7/10/2020			187215		
C-CHECK	VOID CHECK	V	7/10/2020			187216		
C-CHECK	VOID CHECK	V	7/10/2020			187236		
C-CHECK	VOID CHECK	V	7/10/2020			187237		
C-CHECK	VOID CHECK	V	7/10/2020			187238		

* * T O T A L S * *

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	8			
VOID DEBITS		0.00		
VOID CREDITS		0.00	0.00	

TOTAL ERRORS: 0

VENDOR SET: 99 BANK:	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
		8	0.00	0.00	0.00
BANK:	TOTALS:	8	0.00	0.00	0.00

VENDOR SET: 99 City of Pittsburg, KS
 BANK: 80144 BMO HARRIS BANK
 DATE RANGE: 7/08/2020 THRU 7/21/2020

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0224	KDOR	D	7/08/2020			000000		6,089.41
0321	KP&F	D	7/10/2020			000000		44,567.69
0728	ICMA	D	7/10/2020			000000		550.00
1050	KPERS	D	7/10/2020			000000		37,974.48
5904	TASC	D	7/10/2020			000000		6,151.96
6415	GREAT WEST TANDEM KPERS 457	D	7/10/2020			000000		4,644.83
6952	ADP INC	D	7/17/2020			000000		6,374.10
7290	DELTA DENTAL OF KANSAS INC	D	7/10/2020			000000		1,147.60
7290	DELTA DENTAL OF KANSAS INC	D	7/17/2020			000000		2,354.07
7877	TRUSTMARK HEALTH BENEFITS INC	D	7/09/2020			000000		24,265.62
7877	TRUSTMARK HEALTH BENEFITS INC	D	7/16/2020			000000		4,632.10
6528	GALE GROUP/CENGAGE	E	7/13/2020			008697		134.36
6740	ED M FELD EQUIPMENT COMPANY, I	E	7/13/2020			008698		101.60
8205	MRI SOFTWARE LLC	E	7/13/2020			008699		1,540.00
8259	MIND SOFTWARE INC	E	7/13/2020			008700		3,060.00
0046	ETTINGERS OFFICE SUPPLY	E	7/13/2020			008701		496.56
0054	JOPLIN SUPPLY COMPANY	E	7/13/2020			008702		6,817.10
0055	JOHN'S SPORT CENTER, INC.	E	7/13/2020			008703		150.00
0101	BUG-A-WAY INC	E	7/13/2020			008704		280.00
0105	PITTSBURG AUTOMOTIVE	E	7/13/2020			008705		1,488.46
0117	GATEHOUSE MEDIA KANSAS HOLDING	E	7/13/2020			008706		194.60
0128	ASCENSION VIA CHRISTI HOSPITAL	E	7/13/2020			008707		399.00

VENDOR SET: 99 City of Pittsburg, KS
 BANK: 80144 BMO HARRIS BANK
 DATE RANGE: 7/08/2020 THRU 7/21/2020

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0133	JIM RADELL CONSTRUCTION COMPAN	E	7/13/2020			008708		37,616.60
0142	HECKERT CONSTRUCTION CO INC	E	7/13/2020			008709		38,836.87
0194	KANSAS STATE TREASURER	E	7/13/2020			008710		630.00
0272	BO'S 1 STOP INC	E	7/13/2020			008711		1,460.00
0276	JOE SMITH COMPANY, INC.	E	7/13/2020			008712		211.68
0292	UNIFIRST CORPORATION	E	7/13/2020			008713		59.00
0516	AMERICAN CONCRETE CO INC	E	7/13/2020			008714		1,059.75
0530	THYSSENKRUPP CORPORATION	E	7/13/2020			008715		3,628.32
0534	TYLER TECHNOLOGIES INC	E	7/13/2020			008716		11,560.00
0597	CORNEJO & SONS LLC	E	7/13/2020			008717		140.21
0628	BERRY COMPANIES, INC.	E	7/13/2020			008718		328.16
0726	PITTSBURG STATE UNIVERSITY	E	7/13/2020			008719		12,500.00
0746	CDL ELECTRIC COMPANY INC	E	7/13/2020			008720		447.14
1478	KANSASLAND TIRE #1828	E	7/13/2020			008721		573.76
1792	B&L WATERWORKS SUPPLY, LLC	E	7/13/2020			008722		2,214.01
2161	RECORDED BOOKS INC	E	7/13/2020			008723		171.62
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	7/13/2020			008724		1,714.32
2921	DATAPROSE LLC	E	7/13/2020			008725		3,781.78
2960	PACE ANALYTICAL SERVICES LLC	E	7/13/2020			008726		4,385.00
3261	PITTSBURG AUTO GLASS	E	7/13/2020			008727		250.00
3802	BRENNTAG MID-SOUTH INC	E	7/13/2020			008728		2,259.00
3971	FASTENAL COMPANY	E	7/13/2020			008729		6.70

VENDOR SET: 99 City of Pittsburg, KS
 BANK: 80144 BMO HARRIS BANK
 DATE RANGE: 7/08/2020 THRU 7/21/2020

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4262	KDHE SRF	E	7/13/2020			008730		17,682.28
4307	HENRY KRAFT, INC.	E	7/13/2020			008731		383.19
4621	JCI INDUSTRIES INC	E	7/13/2020			008732		5,037.00
4766	ACCURATE ENVIRONMENTAL LLC	E	7/13/2020			008733		1,603.01
5275	US LIME COMPANY-ST CLAIR	E	7/13/2020			008734		14,748.46
5420	AQUIONICS INC	E	7/13/2020			008735		267.30
5648	JASON WISKE	E	7/13/2020			008736		1,000.00
5764	INDEPENDENT ELECTRIC MACHINERY	E	7/13/2020			008737		4,260.00
5883	SPROULS CONSTRUCTION INC	E	7/13/2020			008738		115,857.08
6175	HENRY C MENGHINI	E	7/13/2020			008739		241.00
6524	ELLIOTT EQUIPMENT COMPANY	E	7/13/2020			008740		730.87
6851	SCHULTE SUPPLY INC	E	7/13/2020			008741		134.49
7038	SIGNET COFFEE ROASTERS	E	7/13/2020			008742		45.00
7239	JERRY MILLER	E	7/13/2020			008743		400.00
7427	OLSSON INC	E	7/13/2020			008744		12,516.40
7839	VISION SERVICE PLAN INSURANCE	E	7/13/2020			008745		1,739.46
7852	TRIA HEALTH, LLC	E	7/13/2020			008746		1,527.15
7930	SANDERSON PIPE CORPORATION	E	7/13/2020			008747		810.00
7959	ALL ABOARD FOUNDATION	E	7/13/2020			008748		2,485.06
8123	CBI SYSTEMS LTD	E	7/13/2020			008749		3,243.00
8132	MIKE CARPINO FORD PITTSBURG IN	E	7/13/2020			008750		447.20
8147	CHEM-AQUA, INC.	E	7/13/2020			008751		395.00

VENDOR SET: 99 City of Pittsburg, KS
 BANK: 80144 BMO HARRIS BANK
 DATE RANGE: 7/08/2020 THRU 7/21/2020

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8246	BETHANY ANN BROOKS	E	7/13/2020			008752		512.00
0748	CONRAD FIRE EQUIPMENT	E	7/20/2020			008753		4,179.87
0046	ETTINGERS OFFICE SUPPLY	E	7/20/2020			008754		301.81
0055	JOHN'S SPORT CENTER, INC.	E	7/20/2020			008755		281.94
0105	PITTSBURG AUTOMOTIVE	E	7/20/2020			008756		699.03
0142	HECKERT CONSTRUCTION CO INC	E	7/20/2020			008757		82,445.00
0272	BO'S 1 STOP INC	E	7/20/2020			008758		3,127.60
0276	JOE SMITH COMPANY, INC.	E	7/20/2020			008759		297.49
0577	KANSAS GAS SERVICE	E	7/20/2020			008760		480.00
0659	PAYNES INC	E	7/20/2020			008761		943.62
0711	HAYNES EQUIPMENT CO INC	E	7/20/2020			008762		4,467.00
0746	CDL ELECTRIC COMPANY INC	E	7/20/2020			008763		412.50
0823	TOUCHTON ELECTRIC INC	E	7/20/2020			008764		267.60
1075	COASTAL ENERGY CORP	E	7/20/2020			008765		1,842.60
1199	SCURLOCK INDUSTRIES OF NORTH M	E	7/20/2020			008766		6,743.36
1321	SHARP'S AUTOBODY CLINIC	E	7/20/2020			008767		2,211.40
1792	B&L WATERWORKS SUPPLY, LLC	E	7/20/2020			008768		5,320.21
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	7/20/2020			008769		1,900.95
2767	BRENNTAG SOUTHWEST, INC	E	7/20/2020			008770		2,138.40
3248	AIRGAS USA LLC	E	7/20/2020			008771		266.49
3272	DUNCAN HOUSING LLC	E	7/20/2020			008772		260.48
4452	RYAN INSURANCE, LLC	E	7/20/2020			008773		4,453.00

VENDOR SET: 99 City of Pittsburg, KS
 BANK: 80144 BMO HARRIS BANK
 DATE RANGE: 7/08/2020 THRU 7/21/2020

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4603	KANSAS GOLF AND TURF INC	E	7/20/2020			008774		19,500.00
5308	BUS ANDREWS EQUIPMENT INC	E	7/20/2020			008775		164.55
5482	JUSTIN HART	E	7/20/2020			008776		60.00
5506	MICHAEL E BROWN	E	7/20/2020			008777		105.00
5883	SPROULS CONSTRUCTION INC	E	7/20/2020			008778		7,518.75
6298	L. KEVAN SCHUPBACH	E	7/20/2020			008779		700.54
6595	AMAZON.COM, INC	E	7/20/2020			008780		5,600.22
7028	MATTHEW L. FRYE	E	7/20/2020			008781		400.00
8046	CONVERGEONE, INC.	E	7/20/2020			008782		900.00
0523	AT&T	R	7/10/2020			187199		7,688.62
7856	BARDAVON HEALTH INNOVATIONS, L	R	7/10/2020			187202		75.00
4263	COX COMMUNICATIONS KANSAS LLC	R	7/10/2020			187203		1,086.07
4263	COX COMMUNICATIONS KANSAS LLC	R	7/10/2020			187204		29.40
4263	COX COMMUNICATIONS KANSAS LLC	R	7/10/2020			187205		79.86
4263	COX COMMUNICATIONS KANSAS LLC	R	7/10/2020			187206		42.90
4263	COX COMMUNICATIONS KANSAS LLC	R	7/10/2020			187207		94.67
4263	COX COMMUNICATIONS KANSAS LLC	R	7/10/2020			187208		13.44
4263	COX COMMUNICATIONS KANSAS LLC	R	7/10/2020			187209		96.14
7517	CRAW-KAN TELEPHONE COOPERATIVE	R	7/10/2020			187210		1,119.94
0375	WICHITA WATER CONDITIONING	R	7/10/2020			187211		7.50
8209	DPC ENTERPRISES LP	R	7/10/2020			187212		1,368.00
1108	EVERGY KANSAS CENTRAL INC	R	7/10/2020			187213		105,290.43

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7995	HERITAGE TRACTOR INC	R	7/10/2020			187217		29.40
7792	KANREN, INC	R	7/10/2020			187218		11,499.96
0380	KANSAS DEPARTMENT OF REVENUE	R	7/10/2020			187219		100.00
2877	KDHE - BUREAU OF WATER	R	7/10/2020			187220		20.00
0225	KDOR	R	7/10/2020			187221		8,271.46
7697	MARTIN MEDINA	R	7/10/2020			187222		275.00
7938	ROSANO DEL PILAR MENDEZ	R	7/10/2020			187223		25.00
7601	MEYER LAW FIRM, LLC	R	7/10/2020			187224		54.00
8208	MICHAEL JOHNSON	R	7/10/2020			187225		80.00
6942	MULBERRY LIMESTONE QUARRY	R	7/10/2020			187226		173.07
7392	ASSURECO RISK MANAGEMENT & REG	R	7/10/2020			187227		350.00
8249	NATALEE MORRIS	R	7/10/2020			187228		200.00
8263	SMARTDRAW SOFTWARE LLC	R	7/10/2020			187229		69.95
6377	SOUTHEAST KANSAS RECYCLING CEN	R	7/10/2020			187230		30.00
5644	FRED SPIGARELLI, P.A.	R	7/10/2020			187231		1,000.00
8089	JORAN STOUT-MITCHELL	R	7/10/2020			187232		200.00
6260	TRANE	R	7/10/2020			187233		715.00
8258	TURNKEY LLC	R	7/10/2020			187234		1,155.00
5589	VERIZON WIRELESS SERVICES, LLC	R	7/10/2020			187235		10,401.79
2350	WCA WASTE SYSTEMS INC	R	7/10/2020			187239		1,048.57
6154	4 STATE MAINTENANCE SUPPLY INC	R	7/17/2020			187278		147.17
1	ALL SEASONS	R	7/17/2020			187279		35.00

VENDOR SET: 99 City of Pittsburg, KS
 BANK: 80144 BMO HARRIS BANK
 DATE RANGE: 7/08/2020 THRU 7/21/2020

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8264	ERNEST V. CHARLES	R	7/17/2020			187280		105.00
4050	CITRIX SYSTEMS INC	R	7/17/2020			187281		490.53
1616	CITY OF PITTSBURG	R	7/17/2020			187282		179.03
5283	CLASS LTD	R	7/17/2020			187283		472.80
6865	MICHAEL S COLE	R	7/17/2020			187284		105.00
7657	COPY PRODUCTS, INC.	R	7/17/2020			187285		137.08
4263	COX COMMUNICATIONS KANSAS LLC	R	7/17/2020			187286		90.16
0375	WICHITA WATER CONDITIONING	R	7/17/2020			187287		7.00
8076	JONATHAN D DELANGE	R	7/17/2020			187288		160.00
1	E-470 PUBLIC HIGHWAY AUTH	R	7/17/2020			187289		4.30
4636	EVERGY KANSAS CENTRAL INC. (HA	R	7/17/2020			187290		582.67
6358	FIREX, INC.	R	7/17/2020			187291		83.00
6923	HUGO'S INDUSTRIAL SUPPLY INC	R	7/17/2020			187292		600.00
7680	IMA, INC.	R	7/17/2020			187293		9,375.00
8261	JAYLYNN JENKINS	R	7/17/2020			187294		192.00
0063	LOCKE WHOLESALE SUPPLY	R	7/17/2020			187295		2.96
7945	LUCKY-BUT LAWN CARE, LLC	R	7/17/2020			187296		40.00
8208	MICHAEL JOHNSON	R	7/17/2020			187297		80.00
8206	PRAXAIR, INC.	R	7/17/2020			187298		2,262.78
8089	JORAN STOUT-MITCHELL	R	7/17/2020			187299		200.00
5904	TASC	R	7/17/2020			187300		120.00
7325	TODD A FISHER	R	7/17/2020			187301		105.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8262	DEVIN WALSH	R	7/17/2020			187302		192.00

* * T O T A L S * *

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	58	168,458.65	0.00	168,458.65
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	11	138,751.86	0.00	138,751.86
EFT:	86	482,549.96	0.00	482,549.96
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0			
VOID DEBITS		0.00		
VOID CREDITS		0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: 80144 TOTALS:	155	789,760.47	0.00	789,760.47
BANK: 80144 TOTALS:	155	789,760.47	0.00	789,760.47
REPORT TOTALS:	155	789,760.47	0.00	789,760.47

Passed and approved this 28th day of July, 2020.

Dawn McNay, Mayor

ATTEST:

Tammy Nagel, City Clerk

ORDINANCE NO. S-1071

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

WHEREAS, K.S.A. 12-5241 *et seq.* (the “Act”) authorizes any city incorporated in accordance with the laws of the state of Kansas (the “State”) with a population of less than 60,000 located in a county with a population of less than 80,000, to designate rural housing incentive districts within such city; and

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

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

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

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

WHEREAS, the City of Pittsburg, Kansas (the “City”) has an estimated population of approximately 20,178, is located in Crawford County, Kansas, which has an estimated population of approximately 39,019, and therefore constitutes a city as the term is defined in the Act; and

WHEREAS, the governing body of the City (the “Governing Body”) has performed a Housing Needs Analysis, dated October 2015 (the “Analysis”), a copy of which is on file in the office of the City Clerk; and

WHEREAS, the Governing Body adopted Resolution No. 1178 on November 10, 2015, which made certain findings relating to the need for financial incentives relating to the construction of quality housing within the City, declared it advisable to establish a rural housing incentive district pursuant to the Act, and authorized the submission of such resolution and the Analysis to the Kansas Department of Commerce in accordance with the Act; and

WHEREAS, the Secretary of the Kansas Department of Commerce, pursuant to a letter dated February 5, 2016, authorized the City to proceed with the establishment of a rural housing incentive district pursuant to the Act; and

WHEREAS, the City has caused to be prepared a plan (the “Plan”) for the development or redevelopment of housing and public facilities in the proposed Creekside East-Phase 1 Rural Housing Incentive District (the “District”) in accordance with the provisions of the Act; and

WHEREAS, the Plan includes:

1. The legal description and map required by K.S.A. 12-5244(a).
2. The existing assessed valuation of the real estate in the proposed District listing the land and improvement value separately.
3. A list of the names and addresses of the owners of record of all real estate parcels within the proposed District.
4. A description of the housing and public facilities project or projects that are proposed to be constructed or improved in the proposed District, and the location thereof.
5. A listing of the names, addresses, and specific interests in real estate in the proposed District of the developers responsible for development of the housing and public facilities in the proposed District.
6. The contractual assurances, if any, the Governing Body has received from such developer or developers, guaranteeing the financial feasibility of specific housing tax incentive projects in the proposed District.
7. A comprehensive analysis of the feasibility of providing housing tax incentives in the proposed District as provided in the Act, which shows the public benefit derived from the District will exceed the costs and that the income therefrom, together with all public and private sources of funding, will be sufficient to pay for the public improvements that may be undertaken in the District.

WHEREAS, the Governing Body of the City has heretofore adopted Resolution No. 1236, which made a finding that the City is considering establishing the proposed District and adopting the proposed Plan pursuant to the Act, set forth the boundaries of the proposed District, provided a summary of the proposed Plan, called a public hearing concerning the establishment of the proposed District for July 28, 2020, and provided for notice of such public hearing as provided in the Act; and

WHEREAS, a public hearing was held on July 28, 2020, after notice was duly published and delivered in accordance with the provisions of the Act; and

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

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

Section 1. Findings. The Governing Body hereby finds that notice of the public hearing conducted July 28, 2020, was duly made in accordance with the provisions of the Act.

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

PART OF A TRACT OF LAND DESCRIBED IN BOOK 309, PAGE 579 IN THE REGISTER OF DEEDS OFFICE IN CRAWFORD COUNTY, KANSAS, BEING PART OF THE EAST HALF OF SECTION 28, TOWNSHIP 30 SOUTH, RANGE 25 EAST, CRAWFORD COUNTY, KANSAS, DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1/2" IRON PIN AT THE EAST QUARTER CORNER OF SECTION 28; THENCE SOUTH 86°27'01" WEST, 30.67 FEET TO A FOUND 3/4" PIPE AT THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 386, PAGE 733 IN THE REGISTER OF DEEDS OFFICE IN CRAWFORD COUNTY, KANSAS BEING THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 86°27'01" WEST ALONG THE NORTH LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 386, PAGE 733, 630.17 FEET TO A FOUND 5/8" IRON PIN AT THE NORTHWEST CORNER OF SAID TRACT OF LAND; THENCE SOUTH 86°19'30" WEST ALONG THE NORTH LINE OF A TRACT OF LAND DESCRIBED IN BOOK 608, PAGE 364 IN THE REGISTER OF DEEDS OFFICE IN CRAWFORD COUNTY, KANSAS, 543.54 FEET; THENCE NORTH 03°40'00" WEST, 135.16 FEET; THENCE SOUTH 86°20'00" WEST, 14.23 FEET; THENCE NORTH 03°40'00" WEST, 153.67 FEET; THENCE 31.50 FEET ALONG A 175.00 FOOT RADIUS CURVE TO THE LEFT WITH A CHORD BEARING NORTH 08°49'26" WEST, A DISTANCE OF 31.46 FEET; THENCE NORTH 86°20'00" EAST, 592.06 FEET; THENCE NORTH 03°40'00" WEST, 109.13 FEET TO A POINT ON THE WEST LINE OF LOT 1 IN REMINGTON SQUARE, A SUBDIVISION OF LAND IN THE CITY OF PITTSBURG, KANSAS AS SHOWN IN PLAT BOOK N, PAGE 88; THENCE SOUTH 51°10'39" EAST ALONG THE WEST LINE OF SAID LOT 1, ALSO BEING THE CENTERLINE OF THE ABANDONED ST. LOUIS AND SAN FRANCISCO RAILROAD, 311.11 FEET TO THE NORTHWEST CORNER OF TRACT A IN SAID REMINGTON SQUARE; THENCE NORTH 87°08'25" EAST ALONG THE NORTH LINE OF SAID TRACT A, 374.38 FEET TO THE NORTHEAST CORNER OF SAID TRACT A; THENCE SOUTH 2°19'21" EAST ALONG THE EAST LINE OF SAID TRACT A, 215.15 FEET TO THE POINT OF BEGINNING.

AND ALSO;

COMMENCING AT A FOUND 1/2" IRON PIN AT THE EAST QUARTER CORNER OF SECTION 28; THENCE SOUTH 86°27'01" WEST, 30.67 FEET TO A FOUND 3/4" PIPE AT THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 386, PAGE 733 IN THE REGISTER OF DEEDS OFFICE IN CRAWFORD COUNTY, KANSAS; THENCE CONTINUING SOUTH 86°27'01" WEST ALONG THE NORTH LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 386, PAGE 733, 630.17 FEET TO A FOUND 5/8" IRON PIN AT THE NORTHWEST CORNER OF SAID TRACT OF LAND; THENCE SOUTH 86°19'30" WEST ALONG THE NORTH LINE OF A TRACT OF LAND DESCRIBED IN BOOK 608, PAGE 364 IN THE REGISTER OF DEEDS OFFICE IN CRAWFORD COUNTY, KANSAS, 673.76 FEET TO THE NORTHWEST CORNER OF SAID TRACT OF LAND; THENCE SOUTH 86°20'00" WEST, 290.85 FEET; THENCE SOUTH 87°46'00" WEST, 189.60 FEET; THENCE SOUTH 03°42'59" EAST, 511.76 FEET TO THE NORTHWEST CORNER OF PAYTON'S HAMLET, A SUBDIVISION OF LAND IN THE CITY OF PITTSBURG, KANSAS AS SHOWN IN PLAT BOOK N, PAGE 178; THENCE ALONG THE WEST LINE OF SAID PAYTON'S HAMLET SOUTH 03°42'59" EAST, 48.55 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST LINE, SOUTH 03°42'59" EAST, 160.13 FEET; THENCE LEAVING SAID WEST LINE, SOUTH 86°55'52" WEST, 60.00 FEET TO THE WEST RIGHT-OF-WAY OF DEER RUN LANE AS PLATTED IN SAID PAYTON'S HAMLET; THENCE SOUTH 03°42'59" EAST ALONG THE SAID WEST RIGHT-OF-WAY, 259.19 FEET TO THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 603, PAGE 884 IN THE REGISTER OF DEEDS OFFICE IN CRAWFORD COUNTY, KANSAS; THENCE SOUTH 86°58'29" WEST ALONG THE NORTH LINE OF SAID TRACT OF LAND, 402.10 FEET; THENCE NORTH 02°14'31" WEST, 413.93 FEET; THENCE NORTH 86°17'00" EAST, 451.42 FEET, TO THE POINT OF BEGINNING. CONTAINS A TOTAL OF 11.86 ACRES, MORE OR LESS, SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD OR FACT. BEARINGS ARE BASED ON THE KANSAS COORDINATE SYSTEM OF 1983, SOUTH ZONE.

The District's boundaries do not contain any property not referenced in Resolution No. 1236, which provided notice of the public hearing on the creation of the District and adoption of the Plan.

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

Section 4. Adverse Effect on Other Governmental Units. If, within 30 days following the conclusion of the public hearing on July 28, 2020, any of the following occurs, the Governing Body shall take action to repeal this Ordinance:

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

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

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

Section 5. Further Action. The Mayor, City Clerk, city officials and employees, including the City Attorney, and Gilmore & Bell, P.C., are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Ordinance.

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

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PASSED by the Governing Body of the City of Pittsburg, Kansas, and **SIGNED** by the Mayor on July 28, 2020.

(SEAL)

Dawn McNay, Mayor

ATTEST:

Tammy Nagel, City Clerk

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**DEVELOPMENT PLAN
OF THE CITY OF PITTSBURG, KANSAS
CREEKSIDE EAST-PHASE 1
RURAL HOUSING INCENTIVE DISTRICT**

JULY 28, 2020

INTRODUCTION

On November 10, 2015 the City Commission (the “Governing Body”) of the City Pittsburg, Kansas (the “City”) adopted Resolution 1178, which that found and determined that:

1. There is a shortage of quality housing of various price ranges in the City despite the best efforts of public and private housing developers.
2. The shortage of quality housing can be expected to persist and that additional financial incentives are necessary in order to encourage the private sector to construct or renovate housing in the City.
3. The shortage of quality housing is a substantial deterrent to the future economic growth and development of the City.
4. The future economic wellbeing of the City depends on the Governing Body providing additional incentives for the construction of/or renovation of quality housing in the City.

Based on these findings and determinations, the Governing Body proposed the establishment of a Rural Housing Incentive District within the City pursuant to K.S.A. 12-5241 *et seq.* (the “Act”).

Following the adoption of Resolution 1178, a certified copy was submitted to the Secretary of Commerce for approval of the establishment of the Rural Housing Incentive District in the City as required by K.S.A. 12-5244(c). On February 5, 2016, the Secretary of Commerce provided written confirmation approving the establishment of the Rural Housing Incentive District within the City.

DEVELOPMENT PLAN ADOPTION

K.S.A. 12-5245 states that once a city receives approval from the Secretary of Commerce for the development of a rural housing incentive district, the governing body must adopt a plan for the development of housing and public facilities within the proposed district.

DEVELOPMENT PLAN

As a result of the shortage of quality housing, the City proposes this development plan (the “Development Plan”) to assist in the development of quality housing within the City.

(1) ***Legal Description and Map of the District.*** The legal description of the Creekside East-Phase 1 Rural Housing Incentive District (the “District”) is as follows:

PART OF A TRACT OF LAND DESCRIBED IN BOOK 309, PAGE 579 IN THE REGISTER OF DEEDS OFFICE IN CRAWFORD COUNTY, KANSAS, BEING PART OF THE EAST HALF OF SECTION 28, TOWNSHIP 30 SOUTH, RANGE 25 EAST, CRAWFORD COUNTY, KANSAS, DESCRIBED AS FOLLOWS:

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COUNTY, KANSAS, 543.54 FEET; THENCE NORTH 03°40'00" WEST, 135.16 FEET; THENCE SOUTH 86°20'00" WEST, 14.23 FEET; THENCE NORTH 03°40'00" WEST, 153.67 FEET; THENCE 31.50 FEET ALONG A 175.00 FOOT RADIUS CURVE TO THE LEFT WITH A CHORD BEARING NORTH 08°49'26" WEST, A DISTANCE OF 31.46 FEET; THENCE NORTH 86°20'00" EAST, 592.06 FEET; THENCE NORTH 03°40'00" WEST, 109.13 FEET TO A POINT ON THE WEST LINE OF LOT 1 IN REMINGTON SQUARE, A SUBDIVISION OF LAND IN THE CITY OF PITTSBURG, KANSAS AS SHOWN IN PLAT BOOK N, PAGE 88; THENCE SOUTH 51°10'39" EAST ALONG THE WEST LINE OF SAID LOT 1, ALSO BEING THE CENTERLINE OF THE ABANDONED ST. LOUIS AND SAN FRANCISCO RAILROAD, 311.11 FEET TO THE NORTHWEST CORNER OF TRACT A IN SAID REMINGTON SQUARE; THENCE NORTH 87°08'25" EAST ALONG THE NORTH LINE OF SAID TRACT A, 374.38 FEET TO THE NORTHEAST CORNER OF SAID TRACT A; THENCE SOUTH 2°19'21" EAST ALONG THE EAST LINE OF SAID TRACT A, 215.15 FEET TO THE POINT OF BEGINNING.

AND ALSO;

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A map of the District is attached as *Exhibit A* to this Development Plan.

(2) ***Existing Assessed Valuation of the District.*** The assessed valuation of all real estate within the District for 2019 is \$533 (calculated by using the appraised value of \$6,160 for the entire 52-acre tract, multiplying by 30% to reach an assessed value of \$1,848 for the entire 52-acre tract, and

multiplying the assessed value by a fraction equal to 15/52, which corresponds to the 15 acres of the larger 52 acre tract to be included in the boundaries of the District).

(3) **Owners of Record.** The name and address of the owner of record for the real estate within the District is:

Turnkey Developers LLC
110 E. Oak Street
Arma, KS 66762

(4) **Description of Housing and Public Facilities Projects.** The housing and public facilities projects that are proposed to be constructed include the following:

Housing Facilities

The housing facilities will consist of constructing approximately 26 single family residential homes with two to four bedrooms, two to three baths, one or two stories, and two or three car garages. These homes will have the option of a basement, and may range in size from 1,200 square feet to 3,000 square feet. There will be at least three or four floor plans, which can be varied in design to create at least eight different street elevations.

Public Facilities

The public facilities will include the construction of all infrastructure improvements within the District, including electric, gas, water, sewer, storm sewer, and street improvements. These infrastructure improvements will be constructed concurrently with the project.

A copy of the Site Plan is attached as **Exhibit B** to this Development Plan.

(5) **Developer’s Information.** The names, addresses and specific interests in the real estate in the District of the developers responsible for development of the housing and public facilities is:

Owner of Real Property: Turnkey Developers LLC
110 E. Oak Street
Arma, KS 66712

Developer: Turnkey Developers LLC
110 E. Oak Street
Arma, KS 66712

Individuals with specific interest: Bart Arnett and Nate Stahl

(6) **Contractual Assurances.** The Governing Body entered into a Development Agreement, dated June 23, 2020 (the “Development Agreement”), with Turnkey Developers LLC, a Kansas limited liability company engaged in the business of development with its principal office located at 110 East Oak Street, Arma, Kansas 66712 (the “Developer”). The Development Agreement, as supplemented and amended, includes the project construction schedule, a description of projects to be constructed, financial obligations of the developer, and financial and administrative support from the City. The Development Agreement includes contractual assurances, if any, the Governing Body has received from the Developer guaranteeing the financial feasibility of specific housing tax incentive projects in the proposed district. A copy of the Development Agreement is attached as **Exhibit C** to this Development Plan.

(7) ***Comprehensive Analysis of Feasibility.*** A comprehensive analysis was conducted to determine whether the public benefits derived from the District will exceed the costs and that the income from the District, together with other sources of revenue, would be sufficient to pay for the public improvements to be undertaken in the District. A copy of the analysis is attached as ***Exhibit D*** to this Development Plan. The analysis estimates the property tax revenues that will be generated from the District, less existing property taxes, to determine the revenue stream available to support reimbursement to the Developer for all or a portion of the costs of financing the public infrastructure. The estimates indicate that the revenue realized from the project would be adequate to pay the eligible costs.

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EXHIBIT A
DEVELOPMENT PLAN
CREEKSIDE EAST-PHASE 1
RURAL HOUSING INCENTIVE DISTRICT

MAP OF THE DISTRICT

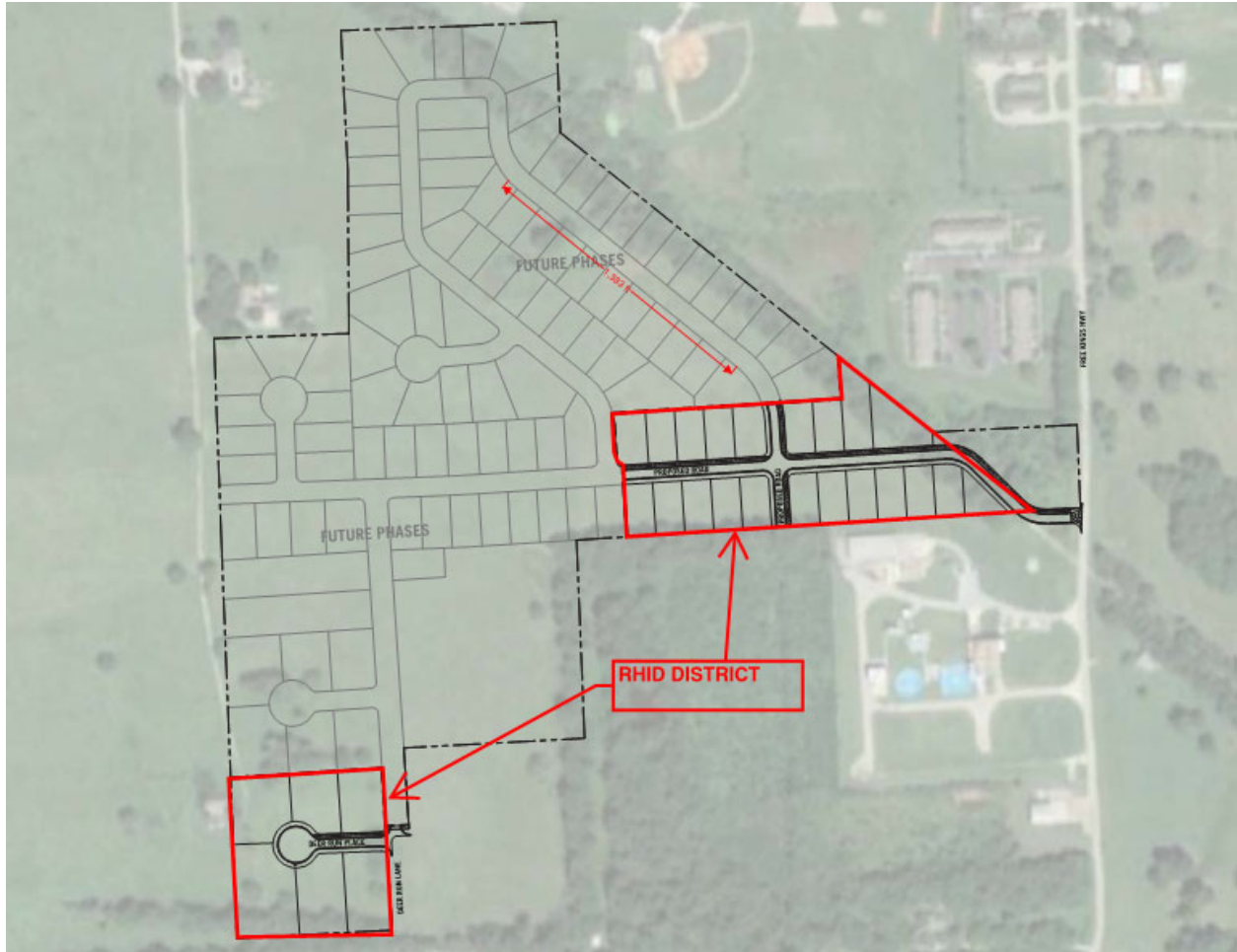


EXHIBIT C
DEVELOPMENT PLAN
CREEKSIDE EAST-PHASE 1
RURAL HOUSING INCENTIVE DISTRICT
DEVELOPMENT AGREEMENT

**DEVELOPMENT AGREEMENT
CREEKSIDE EAST-PHASE 1
RURAL HOUSING INCENTIVE DISTRICT**

THIS DEVELOPMENT AGREEMENT (“**Agreement**”) is entered into effective as of June 23, 2020 (the “**Effective Date**”), by and between the **CITY OF PITTSBURG, KANSAS**, a municipal corporation of the State of Kansas (“**City**”), and **TURNKEY DEVELOPERS LLC**, a Kansas limited liability company engaged in the business of development with its principal office located at 110 East Oak Street, Arma, Kansas 66712 (“**Developer**”). The City and the Developer are each a “**Party**” and collectively the “**Parties**.”

RECITALS

A. Developer has acquired real property located within the boundaries of City and described on *Exhibit A* attached hereto and incorporated herein by reference (the “**Property**”).

B. Developer desires to develop the Property by constructing the “Creekside East-Phase 1” residential development and all related internal infrastructure improvements (“**Creekside East-Phase 1 Development**”), all as more fully described herein.

C. City has determined that the construction of Creekside East-Phase 1 Development will foster the economic development of City and surrounding area of Crawford County, Kansas.

D. The Parties are authorized to enter into this Agreement and to complete the responsibilities set forth herein with respect to Creekside East-Phase 1 Development.

AGREEMENT

NOW THEREFORE, in consideration of the premises and promises contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**ARTICLE I
DEFINITIONS AND RULES OF CONSTRUCTION**

1.1 Definitions. As used in this Agreement, the following words and terms have the meaning set forth below:

“**Agreement**” means this Development Agreement, as the same may be from time to time modified, amended or supplemented in writing by the Parties hereto.

“**City**” means the City of Pittsburg, Kansas.

“**City Expenses**” means all legal and professional costs, fees and expenses incurred by City with regard to the preparation of this Agreement, the Funding Agreement, and any and all other Ordinances, Resolutions or other documents necessary for implementation of the District as well as for representation and appearances of legal counsel at any hearings or proceedings required to implement the District.

“**Concept Site Plan**” means the site development plan prepared by a licensed professional engineer, or firm thereof, acceptable to City, depicting the conceptual program for construction of the Development Project and the Internal Infrastructure Improvements.

“Construction Plans” means plans, drawings, specifications and related documents, and construction schedules for the construction of the Work, together with all supplements, amendments or corrections.

“Developer” means Turnkey Developers LLC, a Kansas limited liability company, or its permitted successors or assigns.

“Development Costs” means the total amount spent or expected to be spent by Developer to construct the Work.

“Development Plan” means the Development Plan prepared by the City in accordance with the provisions of the Rural Housing Incentive District Act and approved by the Developer, a copy of which is attached hereto at *Exhibit F*.

“Development Project” means single family residential units and auxiliary structures to be constructed on the Property in accordance with the Concept Site Plan.

“District” means the Creekside East-Phase 1 Rural Housing Incentive District to be established pursuant the Rural Housing Incentive District Act and the RHID Ordinance.

“Eligible Costs” means the City Expenses, and that portion of the costs of the Internal Infrastructure Improvements which are reimbursable to the Developer pursuant to the provisions of K.S.A. 12-5249, including associated legal, engineering and project finance costs, all as more specifically described on *Exhibit C* attached hereto and incorporated herein by this reference.

“Funding Agreement” means the funding agreement between the City and the Developer, dated June 23, 2020, relating to the Developer providing a source of funds to the City to finance costs incurred by the City for legal, financial, planning, inspection, and other services, or for direct out-of-pocket expenses and other reasonable costs resulting from services rendered to the Developer to review, evaluate, process, and inspect the Project and actions related thereto.

“Governing Body” means the City Commission of the City of Pittsburg, Kansas.

“Internal Infrastructure Improvements” means the electric, gas, water, sewer, storm sewer, and street improvements necessary for Creekside East-Phase 1 Development and located within the boundaries of the Property, including engineering costs, any costs of right-of-way and appurtenances related thereto, as set forth on the approved plat for Creekside East-Phase 1 Development, all as more specifically described on *Exhibit C* attached hereto and incorporated herein by this reference.

“Material Change” means any change in the Concept Site Plan that significantly affects the nature of the Internal Infrastructure Improvements, modifies the number of single family residences, or increases/decreases the cost of the Development Project by \$25,000 or more for each change or \$100,000 in the aggregate.

“Mayor” means the Mayor of the City of Pittsburg, Kansas or their duly authorized agent.

“Plans and Specifications” means the plans and specifications for the Internal Infrastructure Improvements prepared by a licensed professional engineer, or firm thereof, acceptable to City.

“Property” means the real property (including but not limited to fee interests, leasehold interests, tenant-in-common interests, and such other like or similar interests) on which the Development Project will be located, more specifically described in *Exhibit A* attached hereto and depicted on *Exhibit B* attached hereto.

“Related Party” means any party related to the Developer by one of the relationships described in Section 267(b) of the United States Internal Revenue Code of 1986, as amended and any successor entity in which the principals of the Developer (either individually or collectively) or Developer own or control no less than fifty percent (50%) of the voting interest in such successor entity.

“RHID Funds” means those amounts paid from the Crawford County Treasurer to the Treasurer of the City pursuant to K.S.A. 12-5250(b)(2)(A) as a result of Creekside East-Phase 1 Development.

“RHID Ordinance” means the ordinance passed by the Governing Body approving the Development Plan and establishing the District.

“Rural Housing Incentive District Act” means K.S.A. 12-5241 *et seq.*, as amended.

“Substantial Completion” means the stage in the progress of the Work when the Work or designated portions thereof is sufficiently complete in accordance with the Construction Plans, excepting all punch list items so that Developer can occupy or utilize the Work for its intended purpose.

“Work” means all work necessary to prepare the Property and to construct the Development Project and the Internal Infrastructure Improvements, including; (1) demolition and removal of any existing improvements located on the Property, grading and earthwork; (2) construction, reconstruction and/or relocation of utilities; (3) construction of the single family residences and related structures; (4) construction and installation of site landscaping on the Property, as described in the Concept Site Plan; and (5) all other Work described in the Concept Site Plan, or reasonably necessary to effectuate the intent of this Agreement.

1.2 Rules of Construction. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction apply in construing the provisions of this Agreement:

- (a) The terms defined in this Article include the plural as well as the singular.
- (b) All accounting terms not otherwise defined herein have the meanings assigned to them, and all computations herein provided for will be made, in accordance with generally accepted accounting principles.
- (c) All references herein to “generally accepted accounting principles” refer to such principles in effect on the date of the determination, certification, computation or other action to be taken hereunder using or involving such terms.
- (d) All references in this instrument to designated “Articles,” “Sections” and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed.
- (e) The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.

(f) The Article and Section headings herein are for convenience only and will not affect the construction hereof.

ARTICLE II REPRESENTATIONS AND WARRANTIES

2.1 Representations of the City. The City makes the following representations and warranties, which are true and correct on the date hereof, to the best of the City's knowledge:

(a) ***Due Authority.*** The City has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and this Agreement has been duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal valid and binding obligation of the City, enforceable in accordance with its terms.

(b) ***No Defaults or Violation of Law.*** The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

(c) ***No Litigation.*** There is no litigation, proceeding or investigation pending or, to the knowledge of the City, threatened against the City with respect to this Agreement or affecting the Property. In addition, no litigation, proceeding or investigation is pending or, to the knowledge of the City, threatened against the City seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the City to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the City of the terms and provisions of this Agreement.

(d) ***Governmental or Corporate Consents.*** No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution and delivery by the City of this Agreement.

(e) ***No Default.*** No default or Event of Default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of the City under this Agreement.

2.2 Representations of the Developers. The Developer makes the following representations and warranties, which are true and correct on the date hereof, to the best of the Developer's knowledge:

(a) ***Due Authority.*** The Developer has all necessary power and authority to execute and deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of the Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement constitutes the legal valid and binding obligation of the Developer, enforceable in accordance with its terms.

(b) ***No Defaults or Violation of Law.*** The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which they are now a party, and do not and will not constitute a default under any of the foregoing.

(c) **No Litigation.** No litigation, proceeding or investigation is pending or, to the knowledge of the Developer, threatened against Creekside East-Phase 1 Development, or the Developer. In addition, no litigation, proceeding or investigation is pending or, to the knowledge of the Developer, threatened against the Developer seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer, of the terms and provisions of this Agreement.

(d) **No Material Change.** (1) The Developer has not incurred any material liabilities or entered into any material transactions other than in the ordinary course of business except for the transactions contemplated by this Agreement and (2) there has been no material adverse change in the business, financial position, prospects or results of operations of the Developer, which could affect the Developer's ability to perform its obligations pursuant to this Agreement from that shown in the financial information provided by the Developer to the City prior to the execution of this Agreement.

(e) **Governmental or Corporate Consents.** No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution, delivery and performance by the Developer of this Agreement other than as set forth herein.

(f) **No Default.** No default or Event of Default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of the Developer under this Agreement, or any other material agreement or material instrument to which the Developer is a party or by which Developer is or may be bound.

(g) **Compliance with Laws.** The Developer is in material compliance with all valid laws, ordinances, orders, decrees, decisions, rules, regulations and requirements of every duly constituted governmental authority, commission and court applicable to any of its affairs, business, operations as contemplated by this Agreement.

(h) **Other Disclosures.** The information furnished to the City by the Developer in connection with the matters covered in this Agreement is true and correct and does not contain any untrue statement of any material fact and does not omit to state any material fact required to be stated therein or necessary to make any statement made therein, in the light of the circumstances under which it was made, not misleading.

2.3 Maintenance of Existence. During the term of this Agreement the Developer (including any permitted successors or assigns) will maintain its legal existence, will continue to be in good standing under the laws of the State of Kansas and will not dissolve, consolidate with or merge into another entity or permit one or more other entities to consolidate with or merge into it.

2.4 Conditions to the Effectiveness of this Agreement. Contemporaneously with the execution of this Agreement, and as a precondition to the effectiveness of this Agreement, the Developer will submit the following documents to the City:

(a) a copy of the Developer's Articles of Organization and a good standing certificate dated within one month of the date of this Agreement, each certified by the Secretary of State of the State of Kansas;

(b) a certified copy of the Operating Agreement of the Developer;

- (c) a list of the current officers of the Developer; and
- (d) an executed copy of the Funding Agreement.

2.5 Final Approval Required. This Agreement will be void: (a) if the City does not finalize all required steps to create the District pursuant to the Rural Housing Incentive District Act by adoption of the RHID Ordinance within 60 days after the Effective Date; or (b) if the District is nullified in the manner set forth in K.S.A. 12-5246. Until the passage of the RHID Ordinance, the Governing Body retains sole discretion on the Development Project. In addition, the zoning commission and the City retain full discretion within existing ordinances and policy regarding its zoning, planning, permitting and inspection requirements.

ARTICLE III RURAL HOUSING INCENTIVE DISTRICT

3.1 Preliminary Resolution. Governing Body has heretofore adopted Resolution No. 1178 (the “Preliminary Resolution”), which made certain findings pursuant to the Rural Housing Incentive District Act, relative to the need for housing in the City and declaring an intent to establish rural housing incentive districts within the City.

3.2 Department of Commerce Finding. Pursuant to the Preliminary Resolution, the City caused to be prepared a Housing Needs Analysis and forwarded the same with the Preliminary Resolution, to the Kansas Secretary of Commerce. On February 5, 2016, the Kansas Secretary of Commerce issued a letter to the City making certain findings required by the Rural Housing Incentive District Act, and approved the City’s ability to establish rural housing incentive districts.

3.3 Further Proceedings. City has caused to be prepared the Development Plan in accordance with the provisions of the Rural Housing Incentive District Act, and plans to consider a resolution calling a public hearing relative to the Development Plan, conduct a public hearing, and consider the RHID Ordinance approving the Development Plan and establishing the District. The District will be deemed to be established at the time the RHID Ordinance is passed by the Governing Body and published as required by law. The Parties acknowledge that the creation of the District is subject to nullification in the manner set forth in K.S.A. 12-5246.

ARTICLE IV CONSTRUCTION

4.1 Concept Site Plan.

(a) Developer, at its cost, has had prepared the Concept Site Plan, which is hereby approved by the Parties. Notwithstanding anything to the contrary herein, the City’s acceptance of the Concept Site Plan is not acceptance of the final site plan as required by the City ordinances and the City retains full and complete discretion to review, modify and approve or not approve such final site plan through its normal planning, zoning and permitting process.

(b) Developer will promptly notify City in writing of any proposed Material Changes to the Concept Site Plan at least 30 days prior to the implementation of any such Material Change, including a description of the Material Change and reasons therefore, including any supporting documentation requested by the City. Developer may implement a proposed Material Change to the Concept Site Plan only with the advance written consent of the City.

(c) Developer may make changes which are not Material Changes to the Concept Site Plan or any aspect thereof as site conditions or other issues of feasibility may dictate or as may be necessary or desirable in the sole determination of Developer to enhance the economic viability of the Development Project, with approval from the City's planning and zoning board.

4.2 Schedule. Developer will commence construction of the Internal Infrastructure Improvements not more than 90 days after the RHID Ordinance is passed by the Governing Body. Developer will diligently pursue Substantial Completion of the Internal Infrastructure Improvements and must obtain Substantial Completion of the Internal Infrastructure Improvements within 12 months of approval of the final site plan or the Developer will be in material breach of this Agreement. Developer will diligently pursue Substantial Completion of the Development Project and must obtain Substantial Completion of the Development Project within 5 years of approval of the final site plan or the Developer will be in material breach of this Agreement.

4.3 Development Project Construction.

(a) Developer will construct the Development Project in a good and workmanlike manner in accordance with the terms of the Development Plan and this Agreement and as set forth in the Construction Plans. Notwithstanding anything to the contrary herein, all work on the Development Project will comply with existing City codes, rules and regulations. If Developer or a Related Party serves as general contractor for the Development Project, Developer or such Related Party will not charge more for such services than a third-party contractor would customarily charge for such services. All work on the Development Project will be inspected by City staff during construction as if this Agreement did not exist.

(b) Developer may enter into one or more construction contracts to compete the Development Project. Prior to the commencement of construction of the Development Project, Developer will obtain, or will require that any such contractor obtain, the insurance required in *Section 6.8* hereof and will deliver evidence of such insurance to City.

4.4 Internal Infrastructure Improvements Construction.

(a) Developer will construct, at its cost, the Internal Infrastructure Improvements in a good and workmanlike manner in accordance with the Plans and Specifications approved by City consistent with the construction of the Development Project so that the Substantial Completion of the Internal Infrastructure Improvements associated with the Development Project will be completed on or before Substantial Completion of the Development Project. If Developer or a Related Party serves as general contractor for the Internal Infrastructure Improvements, Developer or such Related Party will not charge more for such services than a third-party contractor would customarily charge for such services.

(b) Developer is responsible for securing any rights-of-way and/or easement rights from private parties necessary to improve or build the Internal Infrastructure Improvements and City will reasonably cooperate with Developer with respect to any such acquisition. All costs associated with the acquisition of rights-of-way and/or easements will be considered an Eligible Cost. City will reasonably cooperate with Developer in obtaining all necessary permits for construction of the Internal Infrastructure Improvements in accordance with the City's standard permitting process.

(c) Developer may enter into one or more construction contracts to compete the Work for the Internal Infrastructure Improvements. Prior to the commencement of construction of the Internal Infrastructure Improvements, Developer will obtain or will require that any such contractor obtain, the insurance required by *Section 6.8* hereof and will deliver evidence of such insurance to City.

(d) Promptly after Substantial Completion of the Work with respect to the Internal Infrastructure Improvements, or a phase thereof, in accordance with the provisions of this Agreement, Developer will furnish to City a Certificate of Substantial Completion in the form attached hereto as **Exhibit D**. The City will, within thirty (30) days following delivery of each Certificate of Substantial Completion, carry out such inspections as it deems necessary to (i) verify reasonable satisfaction with, and the accuracy of, the certifications contained in each Certificate of Substantial Completion, and (ii) verify, in the City's sole discretion, that the Internal Infrastructure Improvements have been constructed to meet or exceed City quality standards and comply with all applicable City code and permitting requirements. Each Certificate of Substantial Completion will be deemed accepted by City unless, prior to the end of such 30-day period after delivery to City of each Certificate of Substantial Completion, City furnishes Developer with specific written objections to the status of the Work, describing such objections and the written objections to the status of the Work, describing such objections and the measures required to correct such objections in reasonable detail.

(e) After Substantial Completion of the Internal Infrastructure Improvements and verification by the City, in the City's sole discretion, that the Internal Infrastructure Improvements have been constructed to meet or exceed City quality standards and comply with all applicable City code and permitting requirements, Developer will dedicate to the City, and the City will accept, title to the Internal Infrastructure Improvements. Following such dedication, City will be responsible, at its sole cost and expense, for all operating and capital costs for the dedicated Internal Infrastructure Improvements from that date forward, and will maintain the dedicated Internal Infrastructure Improvements in a manner consistent with similar public improvements in the City. Notwithstanding the foregoing, Developer may, at its sole discretion and expense, enhance the maintenance of operation of the Internal Infrastructure Improvements for the betterment of the Development Project with prior consent of the City.

ARTICLE V FINANCING OBLIGATIONS

5.1 Financing of Internal Infrastructure Improvements. All costs of the Internal Infrastructure Improvements will be paid in cash, or financed, by Developer. The City will use RHID Funds to reimburse Developer for all or a portion of the Eligible Costs, subject to the terms of this Agreement. Reimbursements will be made solely to the Developer. So long as the total amount of Eligible Costs requested for reimbursement does not exceed the actual amount expended for such use or 110% of the total set forth on **Exhibit C**:

(a) the Developer may seek reimbursement of any particular line item on **Exhibit C** not exceeding 120% of the amount stated therein; and

(b) the Developer will be permitted to adjust the amounts estimated as Eligible Costs within and between each line item with the written consent of the City Representative.

5.2 Request for Reimbursement. The Developer will certify all costs and expenditures to be made in connection with the Eligible Costs in accordance with the following:

(a) The Developer will submit to the City a Request for Reimbursement in the form attached hereto as **Exhibit E** setting forth the amount for which reimbursement is sought and an itemized listing of the related Internal Infrastructure Improvements.

(b) Each Request for Reimbursement will be accompanied by such bills, contracts, invoices, or other evidence reasonably satisfactory to the City to document that payment has been made by the Developer for such Eligible Costs.

5.3 Reimbursement. The City will have 30 calendar days after receipt of any Request for Reimbursement to review and respond by written notice to the Developer. If the submitted documentation demonstrates that: (1) the Request for Reimbursement shows payment of the Eligible Costs; (2) the expense was incurred; (3) the Developer is not in default under this Agreement; and (4) the City has not discovered any fraud on the part of the Developer, then the City will approve the Request for Reimbursement and promptly reimburse the Developer for the Eligible Costs pursuant to the terms of this Agreement if sufficient RHID Funds are available, and quarterly as funds become available in the event that RHID Funds in the City's possession are at that time insufficient. In the event the City does not respond within such 30-day period, the Request for Reimbursement will be deemed approved. If the City disapproves of the Request for Reimbursement, the Parties will meet to resolve any such differences. If a resolution is not found regarding specific cost(s), the denied cost will not be Eligible Costs unless and until a final order from a court of competent jurisdiction is received by the City requiring the cost to be accepted as an Eligible Cost or other written agreement of the Parties. Reimbursements will cease upon the earlier of (a) such time as the Eligible Costs have been fully reimbursed to Developer, or (b) 25 years after the date of the establishment of the District. The City will have no liability and/or responsibility to Developer for any payment greater than the amounts received from the Crawford County Treasurer pursuant to the provisions of K.S.A. 12-5250(b)(2)(A) as a result of the creation of the District.

5.4 Payment of City Expenses. If the Funding Agreement has not already been entered into between the Developer and the City, then upon execution of this Agreement the Developer and City will enter into a Funding Agreement substantially in the form attached as *Exhibit G*, requiring the Developer to reimburse the City for City Expenses. All City Expenses paid by the Developer will be Eligible Costs.

ARTICLE VI GENERAL PROVISIONS

6.1 City's Right to Terminate. In addition to all other rights of termination as provided herein, City may terminate this Agreement at any time if:

(a) Developer defaults in or breaches any material provision of this Agreement and fails to cure such default or breach within thirty (30) days after receipt of written notice from City of such default or breach; or

(b) Developer fails to close on the purchase of the Property within 60 days after the creation of the District.

6.2 Developer's Right to Terminate. In addition to all other rights of termination as provided herein, Developer may terminate this Agreement at any time if City defaults in or breaches any material provision of this Agreement (including any City default under *Article V* hereof) and fails to cure such default or breach within 30 days after receipt of written notice from Developer of such default or breach.

6.3 Successors and Assigns.

(a) This agreement will be binding on and inure to the benefit of the Parties and their respective heirs, administrators, executors, personal representatives, agents, successors and assigns.

(b) Until Substantial Completion of the Development Project has occurred, the obligations of Developer under this Agreement may not be assigned in whole or in part without the prior written approval of City, which approval will not be unreasonably withheld, conditioned, or delayed upon a reasonable demonstration by Developer of the proposed assignee's experience and financial capability to undertake and complete all portions of the Work with respect to the Development Project and the Internal Infrastructure Improvements, all in accordance with this Agreement. Notwithstanding the foregoing, Developer is permitted to subcontract the construction of any portion of the Development Project or Internal Infrastructure Improvements without the consent of City but Developer will remain liable under this Agreement.

(c) The City hereby approves, and no prior consent will be required in connection with:

(1) the right of Developer to encumber or collaterally assign its interest in the Property or any portion thereof or any interest in the Agreement to secure loans, advances or extensions of credit to finance or from time to time refinance all or any part of the Eligible Costs, or the right of the holder of any such encumbrance or transferee of any such collateral assignment;

(2) the right of Developer to assign Developer's rights, duties and obligations under the Agreement to a Related Party; or

(3) the right of Developer to sell or lease individual portions of the Property in the ordinary course of the development of the Development Project;

provided that in each such event Developer named herein will remain liable hereunder for the Substantial Completion of the Development Project, and will be released from such liability hereunder only upon Substantial Completion of the Development Project.

6.4 Remedies.

(a) Except as otherwise provided in this Agreement and subject to Developer's and City's respective rights of termination, in the event of any breach of any term or condition of this Agreement by either Party, or any successor, the breaching Party (or successor) will, upon written notice from the other Party specifying such claimed breach, proceed immediately to cure or remedy such breach, and will, in any event, within 30 days after receipt of notice, cure or remedy such default. If the breach is not cured or remedied, the aggrieved Party may hold the breaching Party in default of this Agreement and there upon may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to proceedings to compel specific performance by the defaulting or breaching Party, withholding funds received pursuant to K.S.A. 12-5250(b)(2)(A) and/or repeal of the ordinance establishing the District. For purposes of this **Section 6.4**, no Party may be deemed in default of this Agreement unless and until it has received notice of any claimed breach and has been given an opportunity to cure the same.

(b) Notwithstanding any other provision of this Agreement, in no event will the Developer or the City ever be liable for any punitive, special, incidental, or consequential damages in connection with this Agreement, or otherwise. For purposes of this **Section 6.4**, consequential damages include, but are not limited to, lost profits, lost tax revenue, or other similar losses which are not direct out-of-pocket costs incurred by the non-defaulting Party. Any monetary damages owed by the City will be limited to and will only be payable from RHID Funds actually received by the City as a result of the creation of the District.

6.5 Force Majeure. Neither City nor Developer nor any successor in interests will be considered in breach or default of their respective obligations under this Agreement, and times for

performance of obligations hereunder will be extended in the event of any delay caused by force majeure, including, without limitation, damage or destruction by fire or casualty; strike; lockout; civil disorder; act of terror; war; restrictive government regulations; lack of issuance of any permits and/or legal authorization by any governmental entity necessary for the Developer to proceed with construction of the Work or any portion thereof, shortage of delay in shipment of material or fuel; acts of God; unusually adverse weather or soil conditions; unforeseen site conditions that render the site economically or physically undevelopable (as a result of additional cost or delay), or any other cause or contingency similarly; or other causes beyond the Parties' reasonable control, including but not limited to, any litigation, court order or judgment resulting from any litigation affecting the validity of this Agreement; provided that such event of force majeure will not be deemed to exist as to any matter initiated or unreasonably sustained by Developer, and further provided that Developer notifies city in writing within thirty (30) days of the commencement of such claimed event of force majeure.

6.6 Notices. Any notice, demand or other communication required by this Agreement to be given by either Party hereto to the other will be in writing and will be sufficiently given or delivered if dispatched by certified United State first class mail, postage prepaid, or delivered personally,

a. In the case of Developer, to:

Turnkey Developers LLC
Attn: Bart Arnett
110 E. Oak Street
Email: bart@arnettglass.com
Phone: (620) 249-4224

b. In the case of City, to:

City of Pittsburg, Kansas
Attention: City Manager
P.O. Box 688
Pittsburg, Kansas 66762
Email: daron.hall@pittks.org
Phone: (620) 231-4100

With a copy to:
City of Pittsburg, Kansas
Attn: City Attorney
P.O. Box 1988
Pittsburg, Kansas 66762
Email: henry.menghini@pittks.org
Phone: (620) 231-6030

Or to such other address with respect to either Party as that Party may, from time to time, designate in writing and forward to the other as provided in this **Section 6.6**.

6.7 Conflict of Interest. No member of the Governing Body or any branch of City's government who has any power of review or approval of any of Developer's undertakings, or of City's contracting for goods or services for Creekside East-Phase 1 Development, will participate in any decisions relating thereto which affect that member's personal interests or the interests of any corporation or partnership in which that member is directly or indirectly interested. Any person having such interests will immediately, upon knowledge of such possible conflict, disclose, in writing, to the Governing Body the nature of such interest and seek a determination by the Governing Body with respect to such interest and, in the meantime, will not participate in any actions or discussions relating to the activities herein proscribed. City represents to Developer that no such conflicts of interest exist as of the date hereof.

6.8 Insurance; Damage or Destruction.

(a) Developer will cause there to be insurance coverage as hereinafter set forth at all times during the process of constructing the Work and, from time to time at the request of City, will furnish City with proof of payment of premiums on:

(1) Builder's Risk insurance, written on the so called "Builder's Risk—Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Work at the date of completion, and with coverage available in non-reporting form on the so called "all risk" form of policy. The interest, if any, of City will be protected in accordance with a clause in form and content satisfactory to City; and,

(2) Comprehensive general liability insurance (including operations, operations of subcontractors, completed operations and contractual liability insurance) together with an owner's contractor's policy, with limits against bodily injury and property damage of not less than Five Million Dollars (\$5,000,000.00) for all claims arising out of a single accident or occurrence and Two Million Dollars (\$2,000,000.00) for any one person in a single accident or occurrence (to accomplish the above required limits, an umbrella excess liability policy may be used); and

(3) Workers Compensation insurance, with statutorily required coverage.

(b) The policies of insurance required pursuant to clauses (1) and (2) above will be in form and content reasonably satisfactory to City and will be placed with financially sound and reputable insurers licensed to transact business in the State of Kansas with general policy holder's rating of not less than A- and a financial rating of A- as rated in the most current available "Best's" insurance reports. The policy of insurance delivered pursuant to clause (1) above will contain an agreement of the insurer to give not less than 30 days advance written notice to the City in the event of cancellation of such policy or change affecting the coverage thereunder. All policies of insurance required pursuant to this section will name City as an additional insured. Developer will deliver to City evidence of all insurance to be maintained hereunder.

6.9 Inspection. Developer will allow City and its employees, agents and representatives to inspect, upon request, all architectural, engineering, demolition, construction and other contracts and documents pertaining to the construction of the Work as City determines is reasonable and necessary to verify Developer's compliance with the terms of this Agreement.

6.10 Choice of Law. This Agreement will be deemed to have been fully executed, made by the Parties in, and governed by the laws of State of Kansas for all purposes and intents.

6.11 Entire Agreement; Amendment. The Parties agree that this Agreement, the Development Plan, and the Funding Agreement, collectively constitute the entire agreement between the Parties and that no other agreements or representations other than those contained in this Agreement have been made by the Parties. This Agreement may be amended only in writing and effective when signed by the authorized agents of the Parties.

6.12 Counterparts. This Agreement is executed in multiple counterparts, each of which constitute one and the same instruments.

6.13 Severability. If any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder will continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

6.14 Representatives Not Personally Liable. No elected or appointed official, agent, employee or representative of City will be personally liable to Developer in the event of any default or breach by any Party under this Agreement or for any amount which may become due to any Party or on any obligations under the terms of this Agreement.

6.15 Legal Actions. If a third party brings an action against City, or any officials, agents, employees or representatives thereof contesting the validity or legality of any of the terms of this Agreement, or the ordinance approving this Agreement, Developer may, at Developer's option but only with City's consent, assume the defense of such claim or action (including without limitation, to settle or compromise any claim or action for which Developer has assumed the defense) with counsel of Developer's choosing. The Parties expressly agree that so long as no conflicts of interest exist between them, the same attorney or attorneys may simultaneously represent City and Developer in any such proceeding; provided, Developer and its counsel will consult with City throughout the course of any such action and Developer will pay all reasonable and necessary costs incurred by City in connection with such action. If such defense is assumed by Developer, all costs of any such action incurred by City will be promptly paid by Developer. If City refuses to permit Developer to assume the defense of any action, then costs incurred by City will be paid by City.

6.16 Release and Indemnification. Notwithstanding the expiration, termination or breach of this Agreement by either Party, the indemnifications and covenants contained in this Section 6.16 will, except as otherwise expressly set forth herein, survive such expiration, termination or breach of this Agreement by Parties hereto.

(a) Notwithstanding anything herein to the contrary, City and its Governing Body members, officers, agents, servants, employees and independent contractors will not be liable to Developer for damages or otherwise in the event that any ordinance, order or resolution adopted in connection with this Agreement is declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either City is prevented from performing any of the covenants and agreements herein or Developer is prevented from enjoying the rights and privileges hereof.

(b) Developer releases from, agrees to indemnify and hold harmless City, its Governing Body members, officers, agents, servants and employees against, and covenants and agrees that City and its Governing Body members, officers, agents, servants, employees and independent contractors will not be liable for, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the acquisition of the Property or construction of the Work including any and all claims arising from the acquisition of the Property, including, but not limited to, location of hazardous wastes, hazardous materials or other environmental contaminants on the Property, including all costs of defense, including attorney's fees, except for those matters rising out of the willful and/or wanton negligence of City and its governing body members, officers, agents, servants, and employees.

(c) City and its Governing Body members, officers, agents, servants and employees will not be liable for any damage or injury to the persons or property of Developer or its officers, agents, servants or employees or any other person who may be about the Property or the Work except for matters arising out of the willful and/or wanton negligence of City and its Governing Body members, officers, agents, servants and employees.

(d) All covenants, stipulations, promises, agreements and obligations of City contained herein will be deemed to be the covenants, stipulations, promises, agreements and obligations of City and not of any of its Governing Body members, officers, agents, servants or employees in their individual capacities.

(e) No official, employee or representative of City will be personally liable to Developer in the event of a default or breach by any Party to this Agreement.

(f) Developer releases from and covenants and agrees the City, its Governing Body members, officers, employees, agents and independent contractors will not be liable for, and agrees to indemnify and hold City, its Governing Body, members, officers, employees, agents and independent contractors harmless from and against any and all suits, interest, claims and cost of attorney fees incurred by any of them, resulting from, arising out of, or in any way connected with: (1) the Development Project or its approval, (2) the construction of the Work, (3) the negligence or willful misconduct of Developer, its employees, agents or independent contractors in connection with the management, development, and construction of the Work, (4) the compliance by Developer with all applicable state, federal and local environmental laws, regulations, ordinances and orders, (5) underground storage tanks located on or about the Property, (6) friable asbestos or asbestos-containing materials at, on, or in the Property, (7) the operation of all or any part of the Property, or the condition of the Property, including, without limitation, any environmental cost or liability, or (8) negotiations, inspections, acquisitions, preparations, construction, leasing, operations, and other activities of Developer or its agents in connection with or leading to the Development Project or the Property; except that the foregoing release and indemnification will not apply in the case of such liability arising directly out of the willful and/or wanton negligence of City or its authorized Governing Body members, officers, employees and agents or which arises out of matters undertaken by City following termination of this Agreement.

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TURNKEY DEVELOPERS LLC

By: Bart Arnett
Bart Arnett, Authorized Member

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF CRAWFORD)

This instrument was acknowledged before me on July 23, 2020, by Bart Arnett, a duly authorized Managing Member of Turnkey Developers LLC, a Kansas limited liability company, on behalf of said limited liability company.

(SEAL) 

Haley Markley
Notary Public

Haley Markley
Typed or Printed Name of Notary Public

My Appointment Expires:
Jan. 22, 2024

SCHEDULE OF EXHIBITS

Exhibit A	Property Description
Exhibit B	Property Map
Exhibit C	Eligible Costs for Creekside East-Phase 1 Development
Exhibit D	Certification of Substantial Completion Form
Exhibit E	Request for Reimbursement Form
Exhibit F	Development Plan
Exhibit G	Funding Agreement

EXHIBIT A

**PROPERTY DESCRIPTION
CREEKSIDE EAST-PHASE 1
RURAL HOUSING INCENTIVE DISTRICT**

PART OF A TRACT OF LAND DESCRIBED IN BOOK 309, PAGE 579 IN THE REGISTER OF DEEDS OFFICE IN CRAWFORD COUNTY, KANSAS, BEING PART OF THE EAST HALF OF SECTION 28, TOWNSHIP 30 SOUTH, RANGE 25 EAST, CRAWFORD COUNTY, KANSAS, DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1/2" IRON PIN AT THE EAST QUARTER CORNER OF SECTION 28; THENCE SOUTH 86°27'01" WEST, 30.67 FEET TO A FOUND 3/4" PIPE AT THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 386, PAGE 733 IN THE REGISTER OF DEEDS OFFICE IN CRAWFORD COUNTY, KANSAS BEING THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 86°27'01" WEST ALONG THE NORTH LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 386, PAGE 733, 630.17 FEET TO A FOUND 5/8" IRON PIN AT THE NORTHWEST CORNER OF SAID TRACT OF LAND; THENCE SOUTH 86°19'30" WEST ALONG THE NORTH LINE OF A TRACT OF LAND DESCRIBED IN BOOK 608, PAGE 364 IN THE REGISTER OF DEEDS OFFICE IN CRAWFORD COUNTY, KANSAS, 543.54 FEET; THENCE NORTH 03°40'00" WEST, 135.16 FEET; THENCE SOUTH 86°20'00" WEST, 14.23 FEET; THENCE NORTH 03°40'00" WEST, 153.67 FEET; THENCE 31.50 FEET ALONG A 175.00 FOOT RADIUS CURVE TO THE LEFT WITH A CHORD BEARING NORTH 08°49'26" WEST, A DISTANCE OF 31.46 FEET; THENCE NORTH 86°20'00" EAST, 592.06 FEET; THENCE NORTH 03°40'00" WEST, 109.13 FEET TO A POINT ON THE WEST LINE OF LOT 1 IN REMINGTON SQUARE, A SUBDIVISION OF LAND IN THE CITY OF PITTSBURG, KANSAS AS SHOWN IN PLAT BOOK N, PAGE 88; THENCE SOUTH 51°10'39" EAST ALONG THE WEST LINE OF SAID LOT 1, ALSO BEING THE CENTERLINE OF THE ABANDONED ST. LOUIS AND SAN FRANCISCO RAILROAD, 311.11 FEET TO THE NORTHWEST CORNER OF TRACT A IN SAID REMINGTON SQUARE; THENCE NORTH 87°08'25" EAST ALONG THE NORTH LINE OF SAID TRACT A, 374.38 FEET TO THE NORTHEAST CORNER OF SAID TRACT A; THENCE SOUTH 2°19'21" EAST ALONG THE EAST LINE OF SAID TRACT A, 215.15 FEET TO THE POINT OF BEGINNING.

AND ALSO;

COMMENCING AT A FOUND 1/2" IRON PIN AT THE EAST QUARTER CORNER OF SECTION 28; THENCE SOUTH 86°27'01" WEST, 30.67 FEET TO A FOUND 3/4" PIPE AT THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 386, PAGE 733 IN THE REGISTER OF DEEDS OFFICE IN CRAWFORD COUNTY, KANSAS; THENCE CONTINUING SOUTH 86°27'01" WEST ALONG THE NORTH LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 386, PAGE 733, 630.17 FEET TO A FOUND 5/8" IRON PIN AT THE NORTHWEST CORNER OF SAID TRACT OF LAND; THENCE SOUTH 86°19'30" WEST ALONG THE NORTH LINE OF A TRACT OF LAND DESCRIBED IN BOOK 608, PAGE 364 IN THE REGISTER OF DEEDS OFFICE IN CRAWFORD COUNTY, KANSAS, 673.76 FEET TO THE NORTHWEST CORNER OF SAID TRACT OF LAND; THENCE SOUTH 86°20'00" WEST, 290.85 FEET; THENCE SOUTH 87°46'00" WEST, 189.60 FEET; THENCE SOUTH 03°42'59" EAST, 511.76 FEET TO THE NORTHWEST CORNER OF PAYTON'S HAMLET, A SUBDIVISION OF LAND IN THE CITY OF PITTSBURG, KANSAS AS SHOWN IN PLAT BOOK N, PAGE 178; THENCE ALONG THE WEST

LINE OF SAID PAYTON'S HAMLET SOUTH 03°42'59" EAST, 48.55 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST LINE, SOUTH 03°42'59" EAST, 160.13 FEET; THENCE LEAVING SAID WEST LINE, SOUTH 86°55'52" WEST, 60.00 FEET TO THE WEST RIGHT-OF-WAY OF DEER RUN LANE AS PLATTED IN SAID PAYTON'S HAMLET; THENCE SOUTH 03°42'59" EAST ALONG THE SAID WEST RIGHT-OF-WAY, 259.19 FEET TO THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 603, PAGE 884 IN THE REGISTER OF DEEDS OFFICE IN CRAWFORD COUNTY, KANSAS; THENCE SOUTH 86°58'29" WEST ALONG THE NORTH LINE OF SAID TRACT OF LAND, 402.10 FEET; THENCE NORTH 02°14'31" WEST, 413.93 FEET; THENCE NORTH 86°17'00" EAST, 451.42 FEET, TO THE POINT OF BEGINNING. CONTAINS A TOTAL OF 11.86 ACRES, MORE OR LESS, SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD OR FACT. BEARINGS ARE BASED ON THE KANSAS COORDINATE SYSTEM OF 1983, SOUTH ZONE.

EXHIBIT B

**PROPERTY MAP
CREEKSIDE EAST-PHASE 1
RURAL HOUSING INCENTIVE DISTRICT**

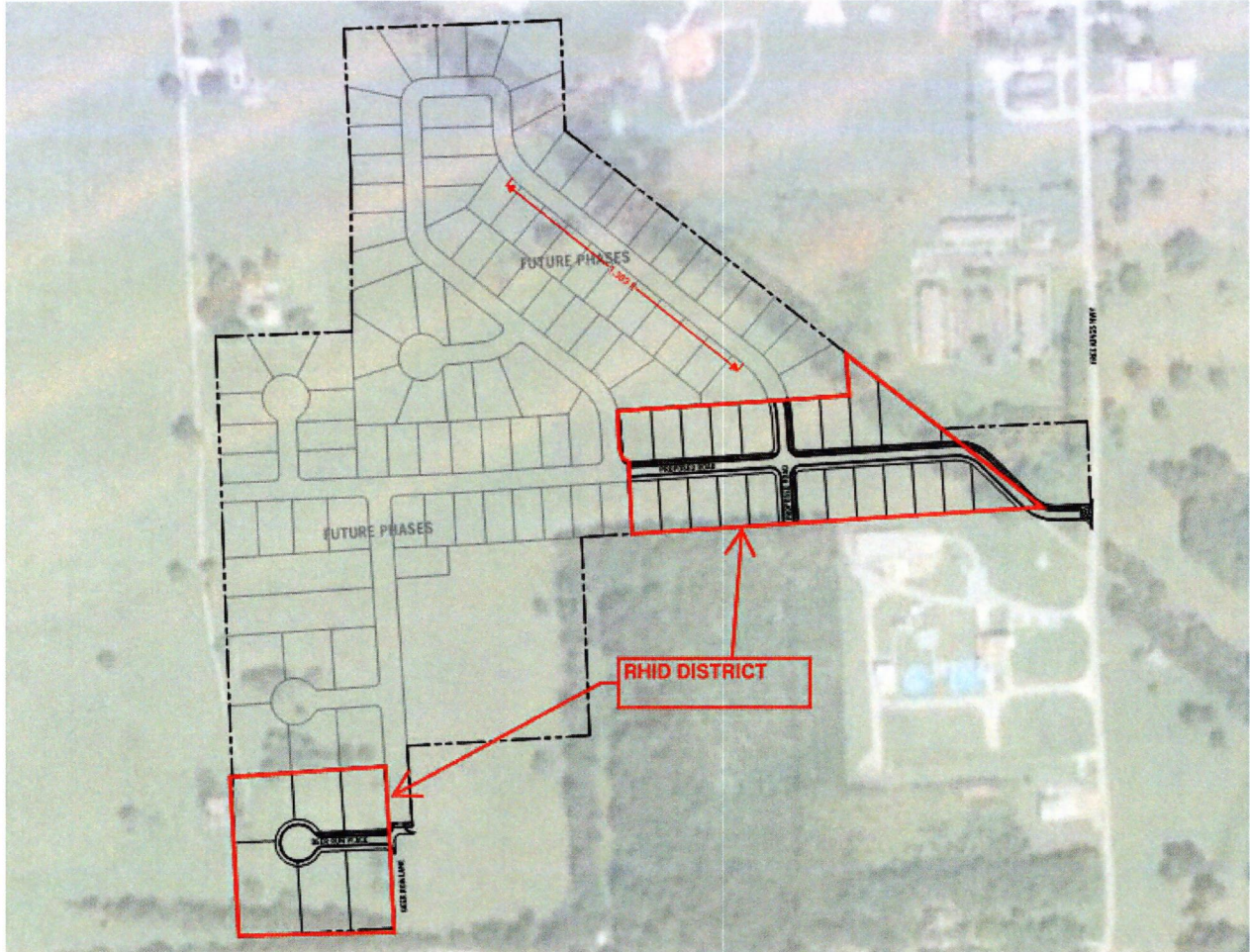


EXHIBIT C

**ELIGIBLE COSTS FOR
CREEKSIDE EAST-PHASE 1
RURAL HOUSING INCENTIVE DISTRICT**

Category	Estimated Amount
Sewers, Streets, and Grading	\$542,000
Electric, Gas and Water Utilities	215,000
Engineering Design, Inspection, Surveying	60,000
Interest Expense and Banking Fees	678,000
Miscellaneous & City Expenses	25,000
Land Acquisition	<u>266,804</u>
Total	<i>\$1,786,804</i>

EXHIBIT D

CERTIFICATION OF SUBSTANTIAL COMPLETION FORM

The undersigned, on behalf of Turnkey Developers LLC (the "Developer"), pursuant to **Section 4.4** of the Development Agreement dated as of June 23, 2020 (the "Development Agreement") by and among the City of Pittsburg, Kansas, and the Developer, hereby certifies as follows. All capitalized terms used herein have the meaning attributable to such terms in the Development Agreement.

1. The Internal Infrastructure Improvements are sufficiently complete in accordance with the Construction Plans, excepting all punch list items, such that the Developer can occupy or utilize the Work for its intended purpose.
2. Such portion of the Work has been completed in a good and workmanlike manner.
3. There are no mechanic's or materialmen's liens or other statutory liens on file encumbering title to the Property; all bills for labor and materials furnished for such portion of the Work which could form the basis of a mechanic's, materialmen's or other statutory lien against the Property have been paid in full, and within the past four months no such labor or materials have been furnished which have not been paid for.
4. All applicable building codes have been complied with in connection with the Work.

Dated: _____, 20 ____

TURNKEY DEVELOPERS LLC

By: _____
Authorized Member

EXHIBIT E

REQUEST FOR REIMBURSEMENT

City of Pittsburg, Kansas
Attention: City Administrator

You are hereby requested by the undersigned, an authorized representative of Turnkey Developers LLC (the “Developer”) to disburse funds held by the City in the special revenue fund created pursuant the authority in K.S.A. 12-5250(b)(2)(A) for the Creekside East-Phase 1 Development project (the “Fund”) and set forth in the Development Agreement between the City of Pittsburg, Kansas and the Developer for the Creekside East-Phase 1 Rural Housing Incentive District dated June 23, 2020 (the “Agreement”) to reimburse expenditures made by the Developer for Eligible Costs (as defined in the Agreement) as described on and in the amounts set forth in the Schedules attached to this invoice and incorporated herein by this reference (the “Schedules”).

I hereby certify that the amounts requested in the attached Schedules have been paid by the Developer in payment of costs that are Eligible Costs, as defined in the Agreement.

I further certify that no part of the amounts set forth in the Schedules have been the basis for any previous withdrawal of any moneys from the Fund.

Attached to the Schedules is a description of the nature of the item billed, a reference to which type of Eligible Cost the expense applies to under the Rural Housing Incentive Act and the Agreement, and a copy of the contract, invoice or other billing for the Eligible Costs for which Developer seeks reimbursement, along with copies of checks, evidence of wire transfers or other evidence of payment by the Developer of such Eligible Costs and hereby certify that such copies are true and accurate copies of the original documents.

Dated: _____, 20____

TURNKEY DEVELOPERS LLC

By: _____
Authorized Member

Invoice Reimbursement Schedule

Pursuant **Section 5.2** of the Agreement, I hereby request reimbursement of the amounts specified below and I certify that the description of the purchase or nature of each payment is reasonable, accurate and complete and that Developer has previously paid such Eligible Costs:

	Payee Name	Date of Payment	Purpose or Nature of Payment	Amount
1.				\$
2.				\$
3.				\$
4.				\$
5.				\$
6.				\$

Total Expenses \$ _____

Developer Signature

Note: Copies of bills, contracts, checks and other evidence reflecting the amounts shown above (as described in Section 5.2 of the Agreement) should be attached to this Schedule.

EXHIBIT F
DEVELOPMENT PLAN

EXHIBIT G
FUNDING AGREEMENT

**FUNDING AGREEMENT
(CREEKSIDE EAST-PHASE 1 RURAL HOUSING INCENTIVE DISTRICT)**

This Funding Agreement (“Agreement”) is entered into as of June 23, 2020, between the **CITY OF PITTSBURG, KANSAS** (“City”), and **TURNKEY DEVELOPERS LLC** (“Developer”).

RECITALS

WHEREAS, the City is a political subdivision organized and existing under the laws of the State of Kansas (the “State”); and

WHEREAS, the Developer is a Kansas limited liability company engaged in the business of development with its principal office located at 110 East Oak Street, Arma, Kansas 66712, and the Developer and the City anticipate negotiating and entering into a Development Plan and Agreement, whereby the Developer will develop real property by constructing approximately 26 single family houses and all related internal infrastructure improvements in one or more phases at a proposed residential development consisting of approximately 15 acres generally located south of 4th Street, west of Free King Highway, and north of Quincy Street (the “Project”); and

WHEREAS, Developer has entered into a real estate purchase contract to acquire the real property where the Project (in one or more phases) will be developed and has requested the City create a rural housing incentive district pursuant to K.S.A. 12-5241 *et seq.* to finance all or a portion of the public infrastructure to serve the Project (the “Request”); and

WHEREAS, the City has requested that the Developer negotiate and enter into a Development Agreement for the Project in exchange for the City performing certain services set forth herein; and

WHEREAS, the City does not have a source of funds to finance costs incurred by the City for legal, financial, planning, inspection, and other services, or for direct out-of-pocket expenses and other reasonable costs resulting from services rendered to the Developer to review, evaluate, process, and inspect the Project and the Request (collectively, the “Charges”); and

WHEREAS, the parties desire to enter into this Agreement to provide for the funding of consultants used by the City to review, evaluate, process and inspect the Project and the Request and to provide an inducement to the Developer to assume such costs.

AGREEMENT

1. Services to be Performed by the City. The City shall:
 - A. Consult with the Developer on the Project in a timely manner and prepare or consult with the Developer on the preparation of and consider the Request in accordance with the provisions of State law, give all notices in a timely manner, make all legal publications and hold hearings as required by State law;
 - B. Provide necessary staff, legal, financial, and planning assistance to prepare and present the Request to the City Commission and to prepare and present required resolutions and ordinances to the City Commission, including the use of outside counsel and consultants;
 - C. If the City Commission approves the Request, to provide the necessary staff, legal, financial, planning and inspection assistance to prepare and negotiate a definitive agreement

between the City and the Developer for the implementation of the Request and the development of the Project (the "Development Agreement");

D. If a Development Agreement is entered into, provide the necessary staff, legal, financial, planning and inspection assistance to administer and carry out the terms of such Development Agreement.

2. Initial Deposit. In order to ensure the prompt and timely payment of the Charges, the Developer shall establish a fund in the initial amount of Fifteen Thousand Dollars (\$15,000.00) (the "Deposit") by paying such amount to the City contemporaneously with the execution of this Agreement. The City shall pay, in accordance with this Agreement, initial Charges from the Deposit, including the charges for preparation of this Agreement, and shall promptly submit an itemized statement therefor to the Developer to re-establish the Deposit so that there is always at least Ten Thousand Dollar (\$10,000.00) cash balance available against which additional charges and payments may be applied on a current basis. The City shall submit monthly statements itemizing the Charges paid from the Deposit during the preceding month.

3. Additional Funding.

A. The City shall submit to Developer an itemized statement for actual and reasonable expenses necessary to perform its obligations hereunder. Such statements shall be submitted on a monthly basis. The Developer shall pay the City the amounts set forth on such statements (the "Additional Funds") within thirty (30) days of receipt thereof. If such funds are not so received, the City may draw upon the Deposit and if, after such draw, there remains an unpaid balance, such unpaid balance shall be subject to a penalty of one percent (1%) per month until paid, but in no event shall such penalty exceed twelve percent (12%) per annum, and City shall, upon thirty (30) days' notice and failure to cure, be relieved of any and all obligations hereunder and under the Development Agreement until paid in full, or may terminate this Agreement pursuant to Section 5.A. Developer shall supply the Additional Funds in a timely manner so that City activities and assistance may continue without interruption.

B. The City and the Developer agree that the Developer shall reimburse the City for the actual and reasonable expenses necessary to perform the City's obligations hereunder including the services of Henry C. Menghini and Gilmore & Bell, P.C. as legal counsel for the City, and such other special consultants and advisors as the City reasonably deems necessary to perform its obligations under this Agreement.

4. Disbursement of Funds. The City shall disburse the Deposit and Additional Funds for reimbursement of costs to the City on or before the thirtieth (30th) day of each month, and for consulting fees and the payment of all out-of-pocket expenses incurred by the City in connection with the performance of its obligations under this Agreement as payment for such expenses become due. Upon reasonable notice, the City shall make its records available for inspection by Developer with respect to such disbursements.

5. Termination.

A. In the event the Developer fails to perform any of its obligations herein, the City may terminate this Agreement, and any other agreement between the parties, at its sole discretion if the Developer fails to cure the default within thirty (30) days after written notice to the Developer of the default. Termination by the City for reasons of an uncured default by Developer shall also terminate any duties and obligations of the City with respect to the Development Agreement, any other agreements between the parties, and the processing of the Developer's Request. Upon such termination, the City shall retain the Deposit and Additional Funds, if any, necessary to reimburse

the City for all reasonable expenses incurred under this Agreement to the date of termination and any monies due and owing to the City pursuant to any other agreements between the parties.

B. The parties hereto acknowledge that the Developer may determine to abandon the Project. Upon notice of abandonment by the Developer, this Agreement shall terminate and the City may terminate any other agreements between the parties and shall retain the Deposit and Additional Funds, if any, necessary to reimburse the City for all expenses incurred under this Agreement to the date of termination and any monies due and owing to the City pursuant to any other agreements between the parties. Any amounts remaining from the Deposit and the Additional Funds after all amounts have either been paid as directed by, or reimbursed to, the City shall be returned to the Developer.

C. In the event the Deposit and Additional Funds are insufficient to reimburse the City for the outstanding expenses of the City payable hereunder, the Developer shall reimburse the City as set forth in Section 3. Any amounts remaining from the Deposit and the Additional Funds after all amounts have either been paid as directed by, or reimbursed to, the City shall be returned to the Developer.

6. Notice. Any notice, approval, request or consent required by or asked to be given under this Agreement shall be deemed to be given if in writing and mailed by United States mail, postage prepaid, or delivered by hand, and addressed as follows:

To the City:
City of Pittsburg
Attn: City Manager
City Hall
201 N. 4th Street
Pittsburg, Kansas 66762

To the Developer:
Turnkey Developers LLC
Attn: Bart Arnett
110 E. Oak Street
Arma, KS 66712

With a copy to:
City of Pittsburg
Attn: City Attorney
P.O. Box 1988
Pittsburg, Kansas 66762

Each party may specify that notice be addressed to any other person or address by giving to the other party ten (10) days prior written notice thereof.

7. Governing Law. This Agreement shall be governed by and construed according to the laws of the State of Kansas.

8. Counterparts. This Agreement may be executed in multiple originals or counterparts, each of which will be an original and when all of the parties to this Agreement have signed at least one (1) copy, such copies will constitute a fully executed and binding Agreement.

TURNKEY DEVELOPERS LLC

By: Bart Arnett
Bart Arnett, Authorized Member

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF CRAWFORD)

This instrument was acknowledged before me on July 23, 2020, by Bart Arnett, a duly authorized Managing Member of Turnkey Developers LLC, a Kansas limited liability company, on behalf of said limited liability company.

(SEAL) 

Haley Markley
Notary Public
Haley Markley
Typed or Printed Name of Notary Public

My Appointment Expires:

Jan. 22, 2024

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

(Published in The Morning Sun on July 3, 2020)

NOTICE OF PUBLIC MEETING

The City of Pittsburg, Kansas will hold a public meeting on Tuesday, July 28, 2020, at 5:30 p.m. in Commission Room of the Law Enforcement Center, 201 North Pine, Pittsburg, Kansas 66762, to present and discuss the alternatives for wastewater treatment plant and collection system improvements. The improvements will be funded under the low interest State Revolving Loan Fund Program through the Kansas Department of Health and Environment. The Loan application will include funding for the following improvements:

1. Wastewater Treatment Plant Improvements consisting of the construction of a new Wastewater Treatment Plant with an estimated amount of \$35,257,725.00
2. Sewer Collection System Improvements consisting of a new pump station and force main with an estimated cost of \$4,742,275.00.

The anticipated amount of the loan application request will be \$40,000,000 and the total project cost is estimated at \$40,000,000. The alternatives will be discussed at the public meeting.

City Manager – Daron Hall

ATTEST:

City Clerk – Tammy Nagel



Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: CAMERON ALDEN
Director of Public Works

DATE: July 22, 2020

SUBJECT: Agenda Item – July 28, 2020
Preliminary and Final Plat of the Property Located Immediately West of Free King Highway, North of the Water Treatment Plant and South of Remington Square, between East Quincy Street and East 4th Street.

The Planning Commission/Board of Zoning Appeals will hold a meeting on July 27, 2020 to review a Preliminary and Final Plat under the provisions of Article 2 of the Pittsburg Subdivision Regulations to allow the Preliminary and Final Plats of the property located immediately west of Free King Highway, north of the Water Treatment Plant and south of Remington Square, between East Quincy Street and East 4th Street. Anderson Engineering submitted both the Preliminary and Final Plats for review of the area located on the following property described as: Part of a tract of land described in book 309, page 579 in the register of deeds office in Crawford County, Kansas, being part of the East Half of Section 28, Township 30 South, Range 25 East, Crawford County, Kansas, described as follows:

Commencing at a found 1/2" iron pin at the East Quarter corner of Section 28; thence South 86°27'01" West, 30.67 feet to a found 3/4" pipe at the Northeast corner of a tract of land described in Book 386, Page 733 in the Register of Deeds Office in Crawford County, Kansas being the point of beginning; thence continuing South 86°27'01" West along the North line of said tract of land described in Book 386, Page 733, 630.17 feet to a found 5/8" iron pin at the Northwest corner of said tract of land; thence South 86°19'30" West along the North line of a tract of land described in Book 608, Page 364 in the Register of Deeds Office in Crawford County, Kansas, 543.54 feet; thence North 03°40'00" West, 135.16 feet; thence South 86°20'00" West, 14.23 feet; thence North 03°40'00" West, 153.67 feet; thence 31.50 feet along a 175.00 foot radius curve to the

left with a chord bearing North 08°49'26" West, a distance of 31.46 feet; thence North 86°20'00" East, 592.06 feet; thence North 03°40'00" West, 109.13 feet to a point on the West line of lot 1 in Remington Square, a subdivision of land in the city of Pittsburg, Kansas as shown in Plat Book N, Page 88; thence South 51°10'39" East along the West line of said Lot 1, also being the centerline of the abandoned St. Louis and San Francisco Railroad, 311.11 feet to the Northwest corner of tract in said Remington Square; thence North 87°08'25" East along the North line of said tract a, 374.38 feet to the Northeast corner of said Tract A; thence South 2°19'21" East along the East line of said Tract A, 215.15 feet to the Point of Beginning.

And also;

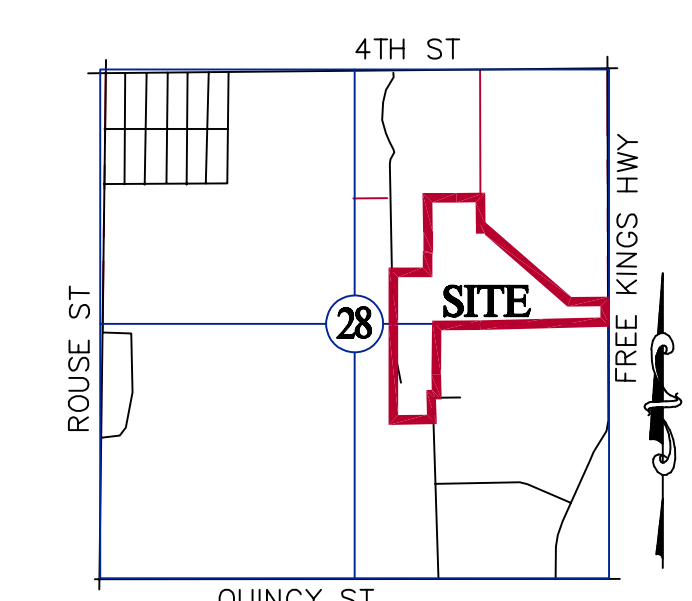
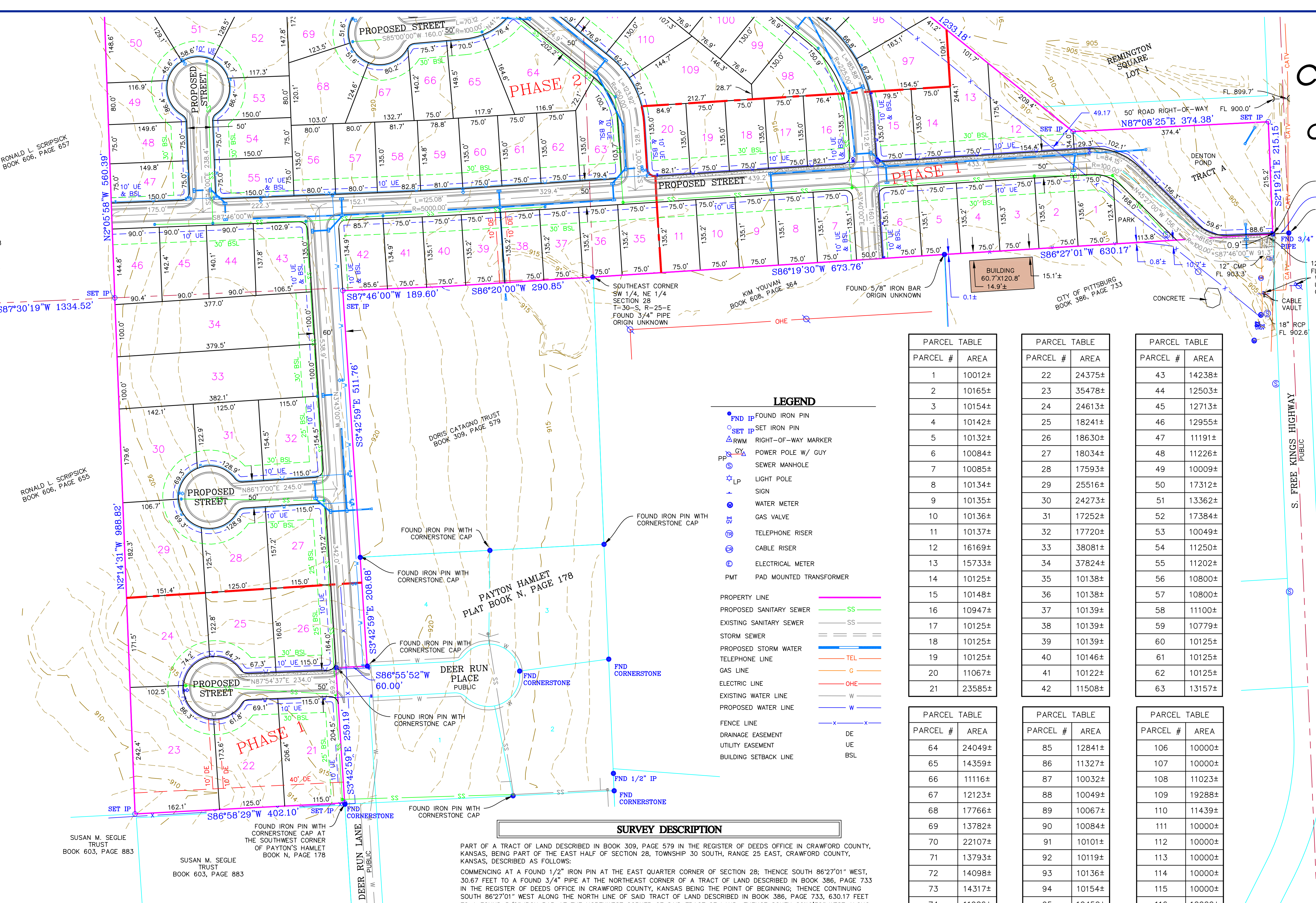
Commencing at a found 1/2" iron pin at the East Quarter corner of Section 28; thence South 86°27'01" West, 30.67 feet to a found 3/4" pipe at the Northeast corner of a tract of land described in Book 386, Page 733 in the Register of Deeds Office in Crawford County, Kansas; thence continuing South 86°27'01" West along the North line of said tract of land described in Book 386, Page 733, 630.17 feet to a found 5/8" iron pin at the northwest corner of said tract of land; thence south 86°19'30" west along the North line of a tract of land described in Book 608, Page 364 in the Register Of Deeds Office in Crawford County, Kansas, 673.76 feet to the Northwest corner of said tract of land; thence South 86°20'00" West, 290.85 feet; thence South 87°46'00" West, 189.60 feet; thence South 03°42'59" East, 511.76 feet to the Northwest corner of Payton's Hamlet, a subdivision of land in the City of Pittsburg, Kansas as shown in Plat Book N, Page 178; thence along the West line of said Payton's Hamlet South 03°42'59" East, 48.55 feet to the Point of Beginning; thence continuing along said West line, South 03°42'59" East, 160.13 feet; thence leaving said West line, South 86°55'52" West, 60.00 feet to the West right-of-way of Deer Run Lane as platted in said Payton's Hamlet; thence South 03°42'59" East along the said West right-of-way, 259.19 feet to the Northeast corner of a tract of land described in Book 603, Page 884 in the Register of Deeds Office in Crawford County, Kansas; thence South 86°58'29" West along the North line of said tract of land, 402.10 feet; thence North 02°14'31" West, 413.93 feet; thence North 86°17'00" East, 451.42 feet, to the Point of Beginning. Contains a total of 11.86 acres, more or less, subject to easements, restrictions and reservations of record or fact. Bearings are based on the Kansas coordinate system of 1983, south zone.

The Planning Commission/Board of Zoning Appeals will review the Preliminary and Final Plats at their meeting on July 27, 2020. The Director of Public Works will bring the verbal recommendation of the Planning Commission/Board of Zoning Appeals to the City Commission. In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, July 28, 2020. Action necessary will be approval or disapproval of the Plats and, if approved, authorize the Mayor and City Clerk to sign on behalf of the City of Pittsburg.

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

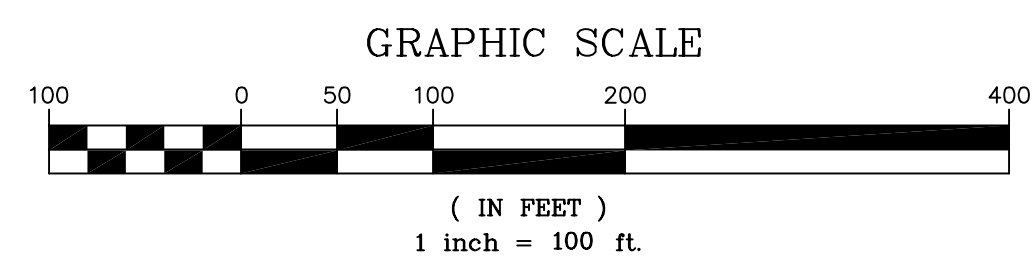
Attachments: Preliminary and Final Plats

PRELIMINARY PLAT OF CREEKSIDE SUBDIVISION CITY OF PITTSBURG, CRAWFORD COUNTY, KANSAS



NOTES

- 1) BEARING BASED ON GRID NORTH OF THE KANSAS COORDINATE SYSTEM OF 1983, SOUTH ZONE.
- 2) CONTOURS ARE BASED ON NAVD 88 DERIVED FROM STATIC OBSERVATION OF LOCAL CONTROL AND OPUS SOLUTION.



CERTIFICATE OF PRELIMINARY PLAT APPROVAL
ALL REQUIREMENTS OF THE PITTSBURG SUBDIVISION RULES AND REGULATIONS RELATIVE TO THE PREPARATION AND SUBMITTAL OF A PRELIMINARY PLAT HAVING BEEN FULFILLED, APPROVAL OF THIS PLAT IS HEREBY GRANTED, SUBJECT TO FURTHER PROVISIONS OF SAID RULES AND REGULATIONS.

THIS CERTIFICATE SHALL EXPIRE _____ (DATE)

DATE OF EXECUTION _____ (SIGNED) _____ CHAIRMAN, PLANNING & ZONING COMMISSION

SURVEYORS CERTIFICATE
KNOW ALL MEN BY THESE PRESENTS: THAT I, GREGORY B. BOWERS, DO HEREBY DECLARE THAT THIS PRELIMINARY PLAT WAS PREPARED UNDER MY SUPERVISION, AND THAT THE EXISTING AND PROPOSED INFORMATION SHOWN HEREON IS ACCURATE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

LAST REVISION DATE JUNE 15, 2020
ANDERSON ENGINEERING, INC. C OF A #17
by _____ (RENEWAL DATE DEC. 31, 2020)

PRELIMINARY

GREGORY B. BOWERS
KS P.L.S. NO. 1675

SOURCE OF DEED
DORIS CATAÑO TRUST
BOOK 309, PAGE 579

DEVELOPER
TURNKEY DEVELOPERS LLC
BART ARNETT & NATE STAHI
110 E. OAK ST.
ARMA, KS 66712

ENGINEER/LAND SURVEYOR
ANDERSON ENGINEERING, INC.
811 E. 3RD STREET
JOPLIN, MISSOURI 64801
GREGORY B. BOWERS, P.L.S.

AE ANDERSON ENGINEERING
ENGINEERS - SURVEYORS - LABORATORIES - DRILLING

811 E. 3RD STREET
JOPLIN, MISSOURI 64801
PHONE (417) 782-7399

FIELD: KE DATE: 6-15-20
DRAWN: SLM FIELD BK:
CHECKED: GBB JOB NO: 20J010038

JOP 100-5585
SHT. 2 OF 2 REV. _____

PARCEL TABLE

PARCEL #	AREA
1	10012±
2	10165±
3	10154±
4	10142±
5	10132±
6	10084±
7	10085±
8	10134±
9	10135±
10	10136±
11	10137±
12	16169±
13	15733±
14	10125±
15	10148±
16	10947±
17	10125±
18	10125±
19	10125±
20	11067±
21	23585±

PARCEL TABLE

PARCEL #	AREA
22	24375±
23	35478±
24	24613±
25	18241±
26	18630±
27	18034±
28	17593±
29	25516±
30	24273±
31	17252±
32	17720±
33	38081±
34	37824±
35	10138±
36	10138±
37	10139±
38	10139±
39	10139±
40	10146±
41	10122±
42	11508±

PARCEL TABLE

PARCEL #	AREA
43	14238±
44	12503±
45	12713±
46	12955±
47	11191±
48	11226±
49	10009±
50	17312±
51	13362±
52	17384±
53	10049±
54	11250±
55	11202±
56	10800±
57	10800±
58	11100±
59	10779±
60	10125±
61	10125±
62	10125±
63	13157±

PARCEL TABLE

PARCEL #	AREA
64	24049±
65	14359±
66	11116±
67	12123±
68	17766±
69	13782±
70	22107±
71	13793±
72	14098±
73	14317±
74	11906±
75	10312±
76	10158±
77	10181±
78	11683±
79	21967±
80	15311±
81	10133±
82	12219±
83	24146±
84	12769±

PARCEL TABLE

PARCEL #	AREA
85	12841±
86	11327±
87	10032±
88	10049±
89	10067±
90	10084±
91	10101±
92	10119±
93	10136±
94	10154±
95	10450±
96	12812±
97	17613±
98	13332±
99	10000±
100	10000±
101	10000±
102	10000±
103	10000±
104	10000±
105	10000±

PARCEL TABLE

PARCEL #	AREA
106	10000±
107	10000±
108	11023±
109	19288±
110	11439±
111	10000±
112	10000±
113	10000±
114	10000±
115	10000±
116	10000±
117	10392±
118	10015±
119	13474±
120	13907±
121	14493±

LEGEND

- FND IP FOUND IRON PIN
- SET IP SET IRON PIN
- △ RWM RIGHT-OF-WAY MARKER
- CY POWER POLE W/ GUY
- SWER MANHOLE
- LP LIGHT POLE
- SIGN
- WATER METER
- GAS VALVE
- TELEPHONE RISER
- CABLE RISER
- ELECTRICAL METER
- PMT PAD MOUNTED TRANSFORMER
- PROPERTY LINE
- PROPOSED SANITARY SEWER
- EXISTING SANITARY SEWER
- STORM SEWER
- PROPOSED STORM WATER
- TELEPHONE LINE
- GAS LINE
- ELECTRIC LINE
- EXISTING WATER LINE
- PROPOSED WATER LINE
- FENCE LINE
- DRAINAGE EASEMENT
- UTILITY EASEMENT
- BUILDING SETBACK LINE

SURVEY DESCRIPTION

PART OF A TRACT OF LAND DESCRIBED IN BOOK 309, PAGE 579 IN THE REGISTER OF DEEDS OFFICE IN CRAWFORD COUNTY, KANSAS, BEING PART OF THE EAST HALF OF SECTION 28, TOWNSHIP 30 SOUTH, RANGE 25 EAST, CRAWFORD COUNTY, KANSAS, DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1/2" IRON PIN AT THE EAST QUARTER CORNER OF SECTION 28; THENCE SOUTH 86°27'01" WEST, 30.67 FEET TO A FOUND 3/4" PIPE AT THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 386, PAGE 733 IN THE REGISTER OF DEEDS OFFICE IN CRAWFORD COUNTY, KANSAS BEING THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 86°27'01" WEST ALONG THE NORTH LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 386, PAGE 733, 630.17 FEET TO A FOUND 5/8" IRON BAR AT THE NORTHWEST CORNER OF SAID TRACT OF LAND; THENCE SOUTH 86°19'30" WEST ALONG THE NORTH LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 386, PAGE 733, 630.17 FEET TO A FOUND 3/4" PIPE AT THE NORTHWEST CORNER OF SAID TRACT OF LAND; THENCE SOUTH 86°20'00" WEST, 290.85 FEET; THENCE SOUTH 87°46'00" WEST, 189.60 FEET; THENCE SOUTH 34°25'59" EAST, 511.76 FEET TO A FOUND IRON PIN WITH A CORNERSTONE CAP AT THE NORTHWEST CORNER OF LOT 4 IN PAYTON'S HAMLET, A SUBDIVISION OF LAND IN THE CITY OF PITTSBURG, KANSAS AS SHOWN IN PLAT BOOK N, PAGE 178; THENCE SOUTH 34°25'59" EAST, 208.68 FEET TO A FOUND IRON PIN WITH A CORNERSTONE CAP AT THE SOUTHWEST CORNER OF SAID LOT 4; THENCE SOUTH 86°55'52" WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF DEER RUN PLACE AS PLATTED IN SAID PAYTON'S HAMLET, 60.00 FEET TO A FOUND IRON PIN WITH A CORNERSTONE CAP; THENCE SOUTH 34°25'59" EAST ALONG THE WEST RIGHT-OF-WAY LINE OF DEER RUN LANE AS PLATTED IN SAID PAYTON'S HAMLET, 259.19 FEET TO THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 603, PAGE 884 IN THE REGISTER OF DEEDS OFFICE IN CRAWFORD COUNTY, KANSAS; THENCE SOUTH 86°58'29" WEST ALONG THE NORTH LINE OF SAID TRACT OF LAND, 402.10 FEET; THENCE NORTH 21°43'31" WEST, 988.82 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 28; THENCE NORTH 2°05'58" WEST, 560.39 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 288, PAGE 536 IN THE REGISTER OF DEEDS OFFICE IN CRAWFORD COUNTY, KANSAS; THENCE NORTH 87°54'02" EAST ALONG THE SOUTH LINE OF SAID TRACT OF LAND, 349.06 FEET; THENCE NORTH 02°43'33" WEST, 420.75 FEET TO A FOUND 1/2" IRON PIN AT THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 634, PAGE 850 IN THE REGISTER OF DEEDS OFFICE IN CRAWFORD COUNTY, KANSAS; THENCE NORTH 87°52'52" EAST, 302.57 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 342, PAGE 635 IN THE REGISTER OF DEEDS OFFICE OF CRAWFORD COUNTY, KANSAS; THENCE NORTH 87°24'50" EAST, 253.30 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28; THENCE SOUTH 21°72'59" EAST ALONG THE WEST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 335, PAGE 313 IN THE REGISTER OF DEEDS OFFICE IN CRAWFORD COUNTY, KANSAS, 285.92 FEET; THENCE SOUTH 51°10'39" EAST ALONG THE WEST LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 335, PAGE 313 AND THE WEST LINE OF REMINGTON SQUARE, A SUBDIVISION OF LAND IN THE CITY OF PITTSBURG, KANSAS AS SHOWN IN PLAT BOOK N, PAGE 88, ALSO BEING THE CENTERLINE OF THE ABANDONED ST. LOUIS AND SAN FRANCISCO RAILROAD, 1233.18 FEET TO THE NORTHWEST CORNER OF TRACT A IN SAID REMINGTON SQUARE; THENCE NORTH 87°08'25" EAST ALONG THE NORTH LINE OF SAID TRACT A, 374.38 FEET TO THE NORTHEAST CORNER OF SAID TRACT A; THENCE SOUTH 21°02'11" EAST ALONG THE EAST LINE OF SAID TRACT A, 215.15 FEET TO THE POINT OF BEGINNING. CONTAINS 47.02 ACRES, MORE OR LESS, SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD OR FACT. BEARINGS ARE BASED ON THE KANSAS COORDINATE SYSTEM OF 1983, SOUTH ZONE.

BUILDING SETBACK NOTE

SUBJECT PROPERTY IS ZONED R-1A (SINGLE FAMILY RESIDENTIAL) AND RP-3 (PLANNED MEDIUM DENSITY RESIDENTIAL). RESTRICTIONS FOR A BUILDING SETBACK LINE ON THE SOUTH PART OF SUBJECT PROPERTY:

LOTS 1-20 & 33-121
R-1A (SINGLE FAMILY RESIDENTIAL)
BUILDING SETBACK LINE
FRONT: 30'
SIDE: 10'
REAR: 20'

LOTS 21-32
RESTRICTIONS FOR SOUTH PROPERTY LINE
BUILDING SETBACK LINE
FRONT: 30'
SIDE: 25'
REAR: 20'

FLOOD NOTE

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE X OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 20037C0343E AND IN 20037C0341E, WHICH BEARS AN EFFECTIVE DATE OF APRIL 16, 2009 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE.

CENTER OF SECTION 28
T-30-S, R-25-E
FOUND IRON PIN WITH
CORNERSTONE CAP
REFERENCE REPORT BY
W.A. BOOE, 12/18/12

RONALD L. SCRIPSICK
BOOK 606, PAGE 557

RONALD L. SCRIPSICK
BOOK 606, PAGE 555

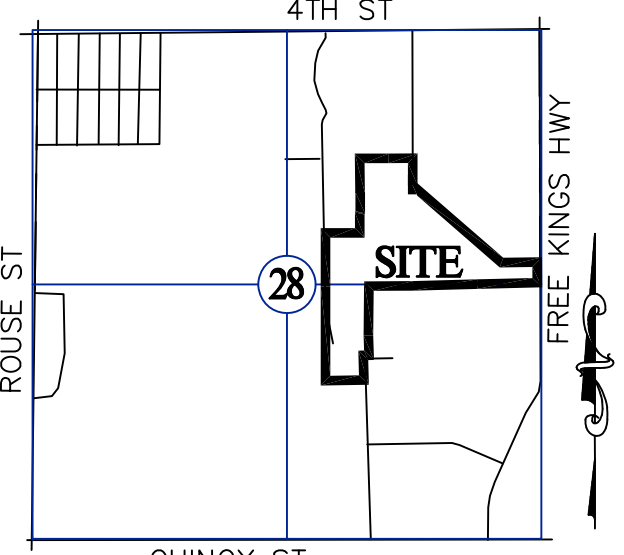
SUSAN M. SEGIE
TRUST
BOOK 603, PAGE 883

SUSAN M. SEGIE
TRUST
BOOK 603, PAGE 883

PAYTON HAMLET
PLAT BOOK N, PAGE 178

DEER RUN
PLACE
PUBLIC

FINAL PLAT OF CREEKSIDE EAST A SUBDIVISION IN THE CITY OF PITTSBURG, CRAWFORD COUNTY, KANSAS



QUINCY ST LOCATION SKETCH
SECTION 28
T 30 S, R 25 E
SCALE: 1"=2000'

RONALD L. & BETTY SCRIPSON
BOOK 606, PAGE 657

CENTER OF SECTION 28
T-30-S, R-25-E
FOUND IRON PIN WITH CORNERSTONE CAP
REFERENCE REPORT BY W.A. BOOE, 12/18/12

- NOTES**
- 1) BEARING BASED ON GRID NORTH OF THE KANSAS COORDINATE SYSTEM OF 1983, SOUTH ZONE.
 - 2) THIS SURVEY DOES NOT REFLECT ANY FORMER EASEMENTS, RIGHTS-OF-WAY, OR OTHER INSTRUMENTS OF RECORD WHICH MAY ENCUMBER THIS PROPERTY PRIOR TO PLATTING. EASEMENTS AND RIGHTS-OF-WAY SHOWN SHALL BE IN EFFECT UPON APPROVAL.
 - 3) A CURRENT TITLE COMMITMENT HAS NOT BEEN PROVIDED BY THE CLIENT FOR THIS SURVEY.
 - 4) TOTAL ACREAGE: 11.86 ACRES±
 - 5) BOUNDARY CLOSURE: LOTS 1-20 1:691,124
LOTS 21-26 1:342,503

BUILDING SETBACK NOTE
SUBJECT PROPERTY IS ZONED R-1A (SINGLE FAMILY RESIDENTIAL) AND RP-3 (PLANNED MEDIUM DENSITY RESIDENTIAL). RESTRICTIONS FOR A BUILDING SETBACK LINE ON THE SOUTH PART OF SUBJECT PROPERTY.
LOTS 1-20
R-1A (SINGLE FAMILY RESIDENTIAL)
BUILDING SETBACK LINE
FRONT: 30'
SIDE: 10'
REAR: 20'
LOTS 21-26
RESTRICTIONS FOR SOUTH PROPERTY LINE BUILDING SETBACK LINE
FRONT: 30'
SIDE: 25'
REAR: 20'

FLOOD NOTE
BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE X OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 2003700343E AND IN 2003700341E, WHICH BEARS AN EFFECTIVE DATE OF APRIL 15, 2009 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE.

RONALD L. & BETTY SCRIPSON
BOOK 606, PAGE 655

SUSAN M. SEGUE TRUST
BOOK 603, PAGE 884

SUSAN M. SEGUE TRUST
BOOK 603, PAGE 883

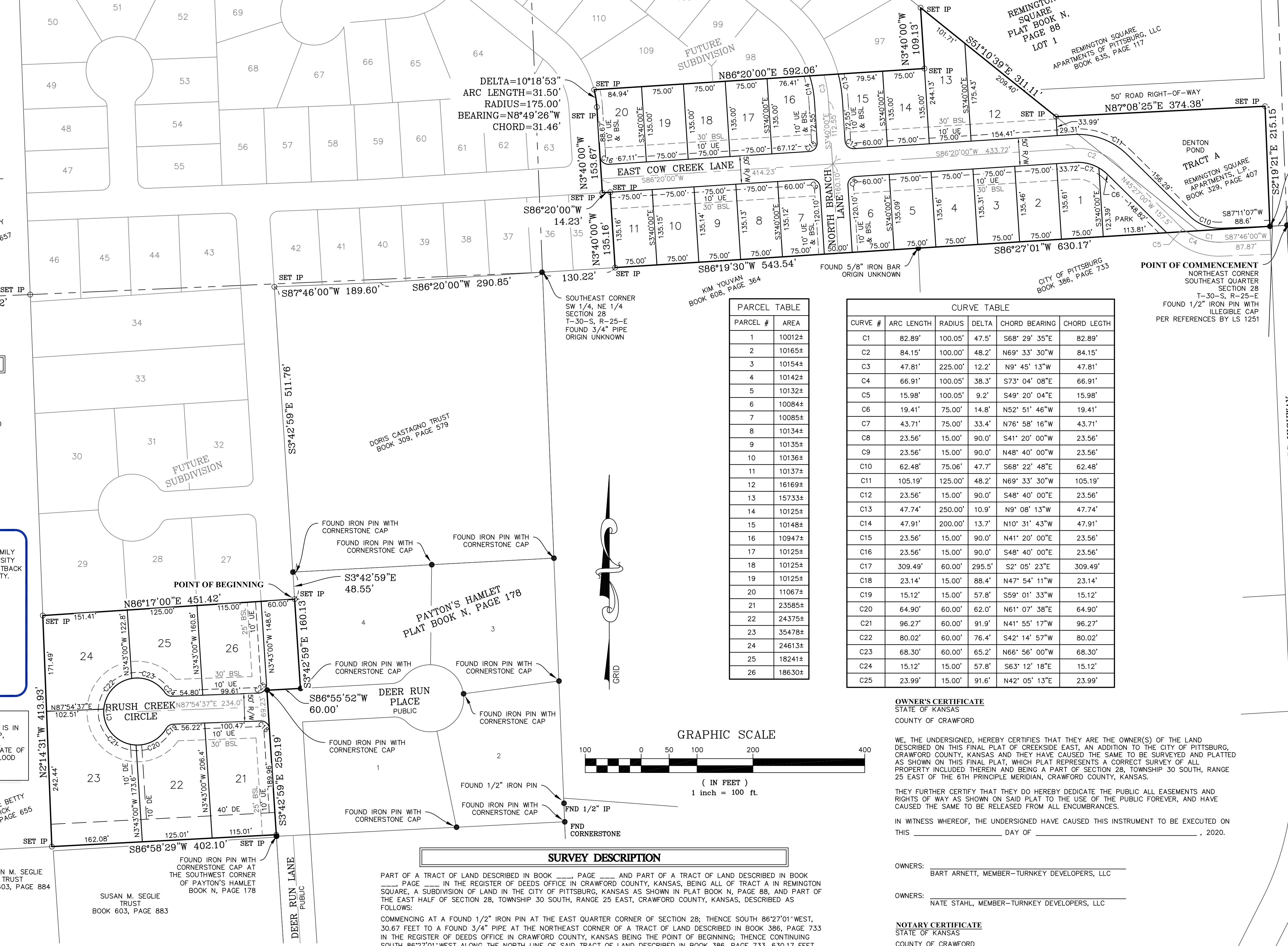
- LEGEND**
- FND IP FOUND IRON PIN
 - SET IP SET 1/2" x 24" IRON PIN WITH 1/2" CA 17 CAP
 - △ RWM RIGHT-OF-WAY MARKER
 - PROPERTY LINE
 - DRAINAGE EASEMENT DE
 - UTILITY EASEMENT UE
 - BUILDING SETBACK LINE BSL

SUBDIVISION INFORMATION
TOTAL ACRES: 11.86±
TOTAL NO. OF LOTS: 26
CURRENT ZONING: R-1A AND RP-3
SUBMITTAL DATE: 6-16-20
CITY OF PITTSBURG
SOURCE OF WATER: CITY OF PITTSBURG
SOURCE OF SEWER: BK 309, PG 579
SOURCE OF TITLE: BK 309, PG 579
PRELIMINARY APPROVAL: 6-16-20
ACCURACY STANDARD: URBAN

SOURCE OF DEED
TURNKEY DEVELOPERS LLC
BOOK _____ PAGE _____
BOOK _____ PAGE _____
BOOK _____ PAGE _____

DEVELOPER
TURNKEY DEVELOPERS LLC
BART ARNETT & NATE STAHL
110 E. OAK ST.
ARMA, KS 66712

ENGINEER/LAND SURVEYOR
ANDERSON ENGINEERING, INC.
811 E. 3RD STREET
JOPLIN, MISSOURI 64801
GREGORY B. BOWERS, P.L.S.

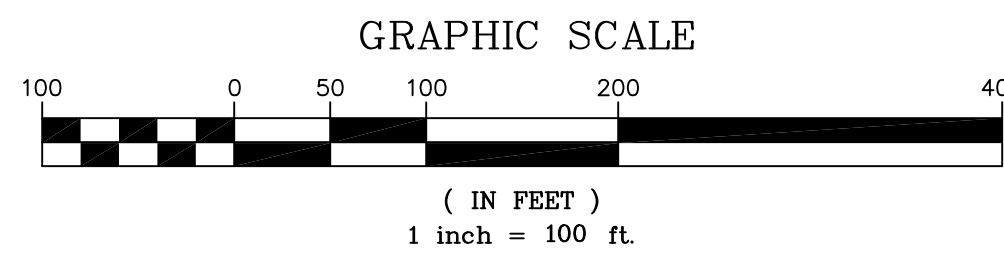


PARCEL TABLE

PARCEL #	AREA
1	10012±
2	10165±
3	10154±
4	10142±
5	10132±
6	10084±
7	10085±
8	10134±
9	10135±
10	10136±
11	10137±
12	16169±
13	15733±
14	10125±
15	10148±
16	10947±
17	10125±
18	10125±
19	10125±
20	11067±
21	23585±
22	24375±
23	35478±
24	24613±
25	18241±
26	18630±

CURVE TABLE

CURVE #	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	82.89'	100.05'	47.5°	S68° 29' 35"E	82.89'
C2	84.15'	100.00'	48.2°	N69° 33' 30"W	84.15'
C3	47.81'	225.00'	12.2°	N9° 45' 13"W	47.81'
C4	66.91'	100.05'	38.3°	S73° 04' 08"E	66.91'
C5	15.98'	100.05'	9.2°	S49° 20' 04"E	15.98'
C6	19.41'	75.00'	14.8°	N52° 51' 46"W	19.41'
C7	43.71'	75.00'	33.4°	N78° 58' 16"W	43.71'
C8	23.56'	15.00'	90.0°	S41° 20' 00"W	23.56'
C9	23.56'	15.00'	90.0°	N48° 40' 00"W	23.56'
C10	62.48'	75.06'	47.7°	S68° 22' 48"E	62.48'
C11	105.19'	125.00'	48.2°	N69° 33' 30"W	105.19'
C12	23.56'	15.00'	90.0°	S48° 40' 00"E	23.56'
C13	47.74'	250.00'	10.9°	N9° 08' 13"W	47.74'
C14	47.91'	200.00'	13.7°	N10° 31' 43"W	47.91'
C15	23.56'	15.00'	90.0°	N41° 20' 00"E	23.56'
C16	23.56'	15.00'	90.0°	S48° 40' 00"E	23.56'
C17	309.49'	600.00'	295.5°	S2° 05' 23"E	309.49'
C18	23.14'	15.00'	88.4°	N47° 54' 11"W	23.14'
C19	15.12'	15.00'	57.8°	S59° 01' 33"W	15.12'
C20	64.90'	60.00'	62.0°	N61° 07' 38"E	64.90'
C21	96.27'	60.00'	91.9°	N41° 55' 17"W	96.27'
C22	80.02'	60.00'	76.4°	S42° 14' 57"W	80.02'
C23	68.30'	60.00'	65.2°	N66° 56' 00"W	68.30'
C24	15.12'	15.00'	57.8°	S63° 12' 18"E	15.12'
C25	23.99'	15.00'	91.6°	N42° 05' 13"E	23.99'



SURVEY DESCRIPTION

PART OF A TRACT OF LAND DESCRIBED IN BOOK _____, PAGE _____ AND PART OF A TRACT OF LAND DESCRIBED IN BOOK _____, PAGE _____ IN THE REGISTER OF DEEDS OFFICE IN CRAWFORD COUNTY, KANSAS, BEING ALL OF TRACT A IN REMINGTON SQUARE, A SUBDIVISION OF LAND IN THE CITY OF PITTSBURG, KANSAS AS SHOWN IN PLAT BOOK N, PAGE 88, AND PART OF THE EAST HALF OF SECTION 28, TOWNSHIP 30 SOUTH, RANGE 25 EAST, CRAWFORD COUNTY, KANSAS, DESCRIBED AS FOLLOWS:
COMMENCING AT A FOUND 1/2" IRON PIN AT THE EAST QUARTER CORNER OF SECTION 28; THENCE SOUTH 86°27'01" WEST, 30.67 FEET TO A FOUND 3/4" PIPE AT THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 386, PAGE 733 IN THE REGISTER OF DEEDS OFFICE IN CRAWFORD COUNTY, KANSAS BEING THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 86°27'01" WEST ALONG THE NORTH LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 386, PAGE 733, 630.17 FEET TO A FOUND 5/8" IRON PIN AT THE NORTHWEST CORNER OF SAID TRACT OF LAND; THENCE SOUTH 86°19'30" WEST ALONG THE NORTH LINE OF A TRACT OF LAND DESCRIBED IN BOOK 608, PAGE 364 IN THE REGISTER OF DEEDS OFFICE IN CRAWFORD COUNTY, KANSAS, 543.54 FEET; THENCE NORTH 03°40'00" WEST, 135.16 FEET; THENCE SOUTH 86°20'00" WEST, 14.23 FEET; THENCE NORTH 03°40'00" WEST, 153.67 FEET; THENCE 31.50 FEET ALONG A 175.00 FOOT RADIUS CURVE TO THE LEFT WITH A CHORD BEARING NORTH 08°49'26" WEST, A DISTANCE OF 31.46 FEET; THENCE NORTH 86°20'00" EAST, 592.06 FEET; THENCE NORTH 03°40'00" WEST, 109.13 FEET TO A POINT ON THE WEST LINE OF LOT 1 IN REMINGTON SQUARE, A SUBDIVISION OF LAND IN THE CITY OF PITTSBURG, KANSAS AS SHOWN IN PLAT BOOK N, PAGE 88; THENCE SOUTH 51°10'39" EAST ALONG THE WEST LINE OF SAID LOT 1, ALSO BEING THE CENTERLINE OF THE ABANDONED ST. LOUIS AND SAN FRANCISCO RAILROAD, 311.11 FEET TO THE NORTHWEST CORNER OF TRACT A IN SAID REMINGTON SQUARE; THENCE NORTH 87°08'25" EAST ALONG THE NORTH LINE OF SAID TRACT A, 374.38 FEET TO THE NORTHEAST CORNER OF SAID TRACT A; THENCE SOUTH 21°19'21" EAST ALONG THE EAST LINE OF SAID TRACT A, 215.15 FEET TO THE POINT OF BEGINNING.
AND ALSO
COMMENCING AT A FOUND 1/2" IRON PIN AT THE EAST QUARTER CORNER OF SECTION 28; THENCE SOUTH 86°27'01" WEST, 30.67 FEET TO A FOUND 3/4" PIPE AT THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 386, PAGE 733 IN THE REGISTER OF DEEDS OFFICE IN CRAWFORD COUNTY, KANSAS; THENCE CONTINUING SOUTH 86°27'01" WEST ALONG THE NORTH LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 386, PAGE 733, 630.17 FEET TO A FOUND 5/8" IRON PIN AT THE NORTHWEST CORNER OF SAID TRACT OF LAND; THENCE SOUTH 86°19'30" WEST ALONG THE NORTH LINE OF A TRACT OF LAND DESCRIBED IN BOOK 608, PAGE 364 IN THE REGISTER OF DEEDS OFFICE IN CRAWFORD COUNTY, KANSAS, 543.54 FEET TO THE NORTHWEST CORNER OF SAID TRACT OF LAND; THENCE SOUTH 86°20'00" WEST, 290.85 FEET; THENCE SOUTH 87°46'00" WEST, 189.60 FEET; THENCE SOUTH 03°42'59" EAST, 511.76 FEET TO THE NORTHWEST CORNER OF PAYTON'S HAMLET, A SUBDIVISION OF LAND IN THE CITY OF PITTSBURG, KANSAS AS SHOWN IN PLAT BOOK N, PAGE 178; THENCE ALONG THE WEST LINE OF SAID PAYTON'S HAMLET SOUTH 03°42'59" EAST, 48.55 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST LINE, SOUTH 03°42'59" EAST, 160.13 FEET; THENCE LEAVING SAID WEST LINE, SOUTH 86°55'52" WEST, 60.00 FEET TO THE WEST RIGHT-OF-WAY OF DEER RUN LANE AS PLATTED IN SAID PAYTON'S HAMLET; THENCE SOUTH 03°42'59" EAST ALONG THE SAID WEST RIGHT-OF-WAY, 259.19 FEET TO THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 603, PAGE 884 IN THE REGISTER OF DEEDS OFFICE IN CRAWFORD COUNTY, KANSAS; THENCE SOUTH 86°58'29" WEST ALONG THE NORTH LINE OF SAID TRACT OF LAND, 402.10 FEET; THENCE NORTH 02°14'31" WEST, 413.93 FEET; THENCE NORTH 86°17'00" EAST, 451.42 FEET, TO THE POINT OF BEGINNING. CONTAINS A TOTAL OF 11.86 ACRES, MORE OR LESS, SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD OR FACT. BEARINGS ARE BASED ON THE KANSAS COORDINATE SYSTEM OF 1983, SOUTH ZONE.

OWNER'S CERTIFICATE
STATE OF KANSAS
COUNTY OF CRAWFORD

WE, THE UNDERSIGNED, HEREBY CERTIFY THAT THEY ARE THE OWNER(S) OF THE LAND DESCRIBED ON THIS FINAL PLAT OF CREEKSIDE EAST, AN ADDITION TO THE CITY OF PITTSBURG, CRAWFORD COUNTY, KANSAS AND THEY HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN ON THIS FINAL PLAT, WHICH PLAT REPRESENTS A CORRECT SURVEY OF ALL PROPERTY INCLUDED THEREIN AND BEING A PART OF SECTION 28, TOWNSHIP 30 SOUTH, RANGE 25 EAST OF THE 6TH PRINCIPLE MERIDIAN, CRAWFORD COUNTY, KANSAS.

THEY FURTHER CERTIFY THAT THEY DO HEREBY DEDICATE THE PUBLIC ALL EASEMENTS AND RIGHTS OF WAY AS SHOWN ON SAID PLAT TO THE USE OF THE PUBLIC FOREVER, AND HAVE CAUSED THE SAME TO BE RELEASED FROM ALL ENCUMBRANCES.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED ON THIS _____ DAY OF _____, 2020.

OWNERS:
BART ARNETT, MEMBER-TURNKEY DEVELOPERS, LLC

OWNERS:
NATE STAHL, MEMBER-TURNKEY DEVELOPERS, LLC

NOTARY CERTIFICATE
STATE OF KANSAS
COUNTY OF CRAWFORD

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS _____ DAY OF _____, 2020, PERSONALLY APPEARED BART ARNETT AND NATE STAHL, MEMBERS OF TURNKEY DEVELOPERS, LLC, OWNER(S) FOR CREEKSIDE EAST SUBDIVISION, TO ME KNOWN TO BE THE IDENTICAL PERSON(S) WHO EXECUTED THIS INSTRUMENT AN DULY ACKNOWLEDGED THE EXECUTION OF THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN SET FORTH.

NOTARY PUBLIC _____
MY COMMISSION EXPIRES _____

SURVEY REVIEW
THIS PLAT HAS BEEN REVIEWED AND APPROVED FOR FILING PURSUANT TO AND IN COMPLIANCE WITH K.S.A. 58-2005 AND WITH THE REQUIREMENTS OF CRAWFORD COUNTY. NO OTHER WARRANTIES ARE EXTENDED OR IMPLIED.

GIVEN UNDER MY SEAL ON THIS _____ DAY OF _____, 2020.

RONALD K. ALBERTINI, LS 823 KS

POINT OF BEGINNING
FOUND 3/4" PIPE
ORIGIN UNKNOWN
S86°27'01" W
30.67'

POINT OF COMMENCEMENT
NORTHEAST CORNER
SOUTHEAST QUARTER
SECTION 28
T-30-S, R-25-E
FOUND 1/2" IRON PIN WITH
ILLEGIBLE CAP
PER REFERENCES BY LS 1251

CERTIFICATE OF TITLE
STATE OF KANSAS
COUNTY OF CRAWFORD

BE IT KNOWN THAT THIS PLAT HAS BEEN SUBMITTED TO ME, AND THE SUB-DIVIDER(S), _____ OWNS ALL OF THE PROPERTY WITHIN THE BOUNDARY OF THIS PLAT IN FEE.
SIGNED THIS _____ DAY OF _____, 2020.

BY _____

CERTIFICATE OF PLANNING COMMISSION
STATE OF KANSAS
COUNTY OF CRAWFORD

THIS PLAT OF CREEKSIDE EAST SUBDIVISION HAS BEEN SUBMITTED TO AND APPROVED BY THE PITTSBURG PLANNING COMMISSION, PITTSBURG, KANSAS ON THIS _____ DAY OF _____, 2020.

CHAIRPERSON _____
LAURA KLUSENER

ATTEST _____
DEXTER NEISLER - ZONING ADMINISTRATOR

CERTIFICATE OF CITY COMMISSION
STATE OF KANSAS
COUNTY OF CRAWFORD

THE DEDICATIONS SHOWN ON THIS PLAT ARE HEREBY ACCEPTED BY THE CITY COMMISSION OF PITTSBURG, KANSAS ON THIS _____ DAY OF _____, 2020.

MAYOR _____
DAWN McNAY

CITY CLERK _____
TAMMY NAGEL

COUNTY TREASURER CERTIFICATE
STATE OF KANSAS
COUNTY OF CRAWFORD

I DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT GENERAL TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE PLAT. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE PLAT.

SIGNED THIS _____ DAY OF _____, 2020

CRAWFORD COUNTY TREASURER
JOE GISOLANO

CERTIFICATE OF REGISTER OF DEEDS
STATE OF KANSAS
COUNTY OF CRAWFORD

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE REGISTER OF DEEDS OFFICE AT _____ A.M. - P.M. ON THE _____ DAY OF _____, 2020, AND IS DULY RECORDED IN BOOK _____ AT PAGE _____.

REGISTER OF DEEDS
SANDY CASEY

SURVEYORS CERTIFICATE
THIS IS TO CERTIFY THAT I, GREGORY B. BOWERS, A DULY LICENSED LAND SURVEYOR IN THE STATE OF KANSAS, HAVE SURVEYED AND SUBDIVIDED THESE HERETOFORE DESCRIBED PROPERTY, AS SHOWN BY PLAT WHICH IS A CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS OF FEET. I FURTHER CERTIFY THAT ALL SUBDIVISION REGULATIONS OF THE CITY OF PITTSBURG, KANSAS HAVE BEEN COMPLIED WITH IN PREPARATION OF THIS PLAT. I FURTHER CERTIFY THAT I AM AUTHORIZED BY LAW TO MAKE THIS CERTIFICATION.

LAST REVISION DATE JUNE 22, 2020
ANDERSON ENGINEERING, INC. C OF A #17 (RENEWAL DATE DEC. 31, 2020)

FOR REVIEW

GREGORY B. BOWERS
KS P.L.S. NO. 1675

6-22-2020
DATE

811 E. 3RD STREET
JOPLIN, MISSOURI 64801
PHONE (417) 782-7399

FIELD: KE DATE: 6-22-20
DRAWN: SLM FIELD BK:
CHECKED: GBB JOB NO: 20J010038

JOP 100-5601
SHT. 1 OF 1 REV. _____