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101 S. Hickory
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Ottawa, KS 66067-0060
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TO: Mayor and City Commissioners
RE: Study Session Meeting Agenda
FROM: Richard U. Nienstedt, City Manager

A Study Session is scheduled for **September 19, 2016 at 4:00 pm** in the conference room on the first floor of City Hall, 101 S. Hickory. The following items will be presented:

I. Public Comments

II. Items to be Placed on the Regular City Commission Agenda

- a. Minutes from the September 7, 2016 Regular Meeting *Pgs. 1-9*
- b. Price Chopper Assignment of Redevelopment Agreement - Tyler Ellsworth / Scott Bird *Pgs. 10-26*
- c. Ottawa Main Street - Steve Geiss
- d. Roselawn Cemetery Agreement - Blaine Finch / Michael Haeffele *Pgs. 27-33*
- e. Request for Approval of Resolution Authorizing Mayor to Sign Documents to Close Out Neighborhood Stabilization Program Grant - Wynndee Lee *Pgs. 34-41*
- f. Proclamation for Constitution Week *Pg. 42*
- g. Proclamation for Domestic Violence Awareness Month *Pg. 43*

III. Items for Presentation and Discussion

- a. City Manager's Report
- b. Commissioner's Reports
- c. Mayor's Report

IV. Announcements

- September 19, 2016 Study Session, 4:00 pm, City Hall
- September 21, 2016 **Regular** Commission Meeting, 9:30 am, City Hall
- September 21, 2016 City/County/USD 290 Joint Meeting, 12:00 pm, County Admin Offices
- September 29, 2016 Special Call for Topeka's Kansas Avenue Tour, 8:00 am, City Hall Parking Lot

V. Adjourn

Motion: _____ Second: _____ Time: _____

52 Tips for Successful Public Service by E.A. Mosher

**#42. Take care in your appointments to boards and commissions.
Make sure they are capable as well as representative of the whole community.**

VI. Items Already Placed

- a. Minutes from the August 22, 2016 Special Call Leadership Session, August 29, 2016 Study Session, August 31, 2016 Special Call Joint Meeting and August 31, 2016 Special Call Leadership Academy Luncheon/Project Presentation
- b. 2015 Financial Audit Report

**Regular Meeting Minutes
Commission Chambers
101 S Hickory, Ottawa, Kansas
Minutes of September 7, 2016**

The City Governing Body met at 7:00 pm, this date, for the Regular City Commission Meeting with the following members present and participating to wit: Mayor Caylor, Commissioner Skidmore, Commissioner Graves, Commissioner Reed, and Commissioner Jorgensen. A quorum was present.

Mayor Caylor called the meeting to order.

The Governing Body invited retiring City Clerk Carolyn Snethen to swear in new City Clerk Amy Finch.

The Mayor welcomed the Chamber Audience and led the Pledge of Allegiance to the American flag. The invocation was given by Finance Director Scott Bird.

Consent Agenda

Commissioner Skidmore made a motion, seconded by Commissioner Graves, to approve the consent agenda, to include this regular meeting agenda, minutes from the August 15, 2016 and August 22, 2016 Study Sessions and August 17, 2016 Regular Meeting, and approval of new Ottawa Municipal Auditorium Advisory Board member Amy Carlson. The motion was considered and upon being put, all present voted aye. The Mayor declared the consent agenda duly approved.

Public Comments

The Governing Body heard from Donielle Dodson, Box 775, regarding her concerns over recent and future mosquito fogging.

City Attorney Blaine Finch explained to Ms. Dodson no action would be taken during the Regular Meeting. Mayor Caylor stated the City Commission would continue the conversation regarding mosquito fogging and invited Ms. Dodson to participate in future discussions.

Declaration

None were given at this time.

Proclamation—Suicide Prevention Month

Mayor pro tem Reed read a proclamation recognizing suicide prevention month in September. Donna Johnson, Quality Assurance Director at Elizabeth Layton Center, Inc, accepted this proclamation. Ms. Johnson thanked the Governing Body for recognizing the problem of suicide in our community. Ms. Johnson provided community, state, and national statistics and invited citizens to several events during the month of September.

Proclamation—Emergency Preparedness Month

Mayor Caylor read a proclamation recognizing September as emergency preparedness month. The Department of Homeland Security has designated September as National Preparedness

Month across America. This proclamation was accepted by Franklin County Emergency Management Director Alan Radcliffe. Mr. Radcliffe thanked to Governing Body for the proclamation and explained Franklin County's hazard plan covers Ottawa. Mr. Radcliffe encouraged citizens to also be prepared and have a plan for emergency situations.

Ordinance—General Obligation Bonds for Certain Water System Improvements

The Governing Body heard from Finance Director Scott Bird who explained this item and the following two items will require action and the third item deals with renewal notes for the Ottawa Municipal Airport T-Hangar project.

The Governing Body also heard from City Financial Advisor David Arteberry with George K. Baum who explained a plan was developed with staff to renew the temporary notes. Mr. Arteberry explained after looking at projects and timing of completion it is not a good time for permanent bonding.

The Governing Body heard from Bond Counsel Tyler Ellsworth with Kutak Rock who explained this item and the following two items allow staff flexibility in design and project costs.

As part of the renewal of temporary notes related to the industrial park project, this ordinance provides for the expenditure of temporary note proceeds up to \$542,000, which is the amount included for water system design in the recently adopted contract with the team of Bartlett & West and PEC as part of the Rock Creek Business Park project. Commissioner Reed made a motion, seconded by Commissioner Graves to adopt the ordinance. The motion was considered and upon being put, all present voted aye. The Mayor declared the ordinance duly adopted and the ordinance was duly numbered Ordinance No. 3930-16.

Resolution—Sewage System Improvements

The Mayor explained as part of the renewal of the temporary notes related to the industrial park project, this resolution provides for the expenditure of temporary note proceeds up to \$172,000, which is the amount included for design on the wastewater system in the recently adopted contract with the team of Bartlett & West and PEC as part of the Rock Creek Business Park project. Commissioner Skidmore made a motion, seconded by Commissioner Reed to adopt the resolution. The motion was considered and upon being put, all present voted aye. The Mayor declared the resolution duly adopted and the resolution was duly numbered Resolution No. 1698-16.

Resolution—Sale of General Obligation Temporary Note Series 2016-1 and 2016-2

The Mayor explained this resolution authorizes the renewal of two General Obligation Temporary Note issues; which are the Ottawa Municipal Airport T-Hangar project in an amount of \$530,000 and the industrial park project, also known as the Rock Creek Business Park, in the amount of \$2,000,000.

Commissioner Reed announced her excitement at seeing forward action at the industrial park.

The Governing Body heard from Bond Counsel Tyler Ellsworth with Kutak Rock who answered questions from the Governing Body. Commissioner Reed made a motion, seconded by Commissioner Graves to adopt the resolution. The motion was considered and upon being put, all present voted aye. The Mayor declared the resolution duly adopted and the resolution was duly numbered Resolution No. 1699-16.

Public Hearing—Consider Condemnation at 322 S Poplar and 112 S Elm

Mayor Caylor opened the public hearing at 7:43 pm.

Mayor Caylor explained this public hearing has been called for the consideration of the condemnation of single-family structures located at 322 S Poplar and 112 S Elm.

The Governing Body heard from Building Official Jim Sherman who explained the single-family structure located at 322 S Poplar has been removed by the owner but the site is not finished. Mr. Sherman provided a presentation on the single-family structure located at 112 S Elm and answered questions from the Governing Body.

The Governing Body heard from Ron McNaughton, 116 S Elm, regarding an animal problem at his address due to the condition of the structure at 112 S Elm and presented a petition signed by neighbors to remove the house at 112 S Elm before the weather turned cold.

The Governing Body heard from Community Development Director Wynndee Lee who explained the process for structures being considered for condemnation and answered questions from Mr. McNaughton and the Governing Body.

There being no one else to speak to this issue the Mayor closed the Public Hearing at 8:03 pm.

Resolution—Condemnation of 112 S Elm

The Mayor explained this resolution authorizes the Governing Body to declare the residential structure located at 112 S Elm Street to be unsafe or dangerous, and to direct that such structure be demolished or repaired and made safe and secure. Commissioner Graves made a motion, seconded by Commissioner Skidmore to adopt this resolution. The motion was considered and upon being put, all present voted aye. The Mayor declared the resolution duly adopted and the resolution was duly numbered Resolution No. 1700-16.

Resolution—Ladies Night Out Event

It was explained this resolution authorizes the serving of complimentary alcoholic liquor and cereal malt beverages for the Ottawa Chamber of Commerce Ladies Night Out event scheduled for September 30, 2016 from 4:00 pm to 8:00 pm.

The Governing Body heard from City Attorney Blaine Finch who explained this event requires the Governing Body to adopt an annual resolution pursuant to state statute and the resolution does not allow for public consumption on city sidewalks, streets or rights of way, and consumption is only allowed within the participating businesses. Mr. Finch explained this event is similar to past events which have been successful and answered questions from the Governing Body. Commissioner Jorgensen made a motion, seconded by Commissioner Graves to adopt this resolution. The motion was considered and upon being put, all present voted aye. The Mayor declared the resolution duly adopted and the resolution was duly numbered Resolution No. 1697-16.

Ordinance—Parking

The Mayor explained this ordinance amends Chapter 12, Article 3, Section 12-311, regarding two-hour parking zones and Section 12-316 regarding reserved parking.

The Governing Body heard from City Attorney Blaine Finch who explained this ordinance supports a presentation given at the August 29, 2016 Study Session and addresses concerns regarding patrons of the district court and occupants and employees of the courthouse. Mr. Finch explained this ordinance would allow for additional and relevant parking with more ADA-accessible parking spaces. Mr. Finch explained this was accomplished with cooperation from Franklin County Sheriff Jeff Richards, County Clerk Janet Paddock, County Appraiser Philip Dudley, County Administrator Jon Holmes, Planner Sarah Anzicek, Community Development Director Wynndee Lee, and Police Chief Dennis Butler and asked the Governing Body for approval of this ordinance.

Mayor Caylor expressed her appreciation that the safety of court employees is being addressed. Commissioner Skidmore made a motion, seconded by Commissioner Reed to adopt this ordinance and Commissioner Skidmore thanked City Attorney Blaine Finch for his work on this ordinance. The motion was considered and upon being put, passed by a 4-1 vote: Commissioner Reed, Commissioner Skidmore, Commissioner Graves, and Mayor Caylor aye; Commissioner Jorgensen nay. The Mayor declared the ordinance duly adopted and the ordinance was duly numbered Ordinance No. 3931-16.

Ordinance—Annexing Land at 430 S Beech Street

The Governing Body reviewed an ordinance annexing land to the City of Ottawa generally located at 430 S Beech Street. The Mayor explained property owners Bruce and Ruth Fleming have signed the consent to annex.

The Governing Body heard from Community Development Director Wynndee Lee who explained owners of properties located at: 430 S Beech Street, 2660 Montana Road, and 2598 US-Highway all agreed to voluntarily annexation. Mrs. Lee described each property and explained reasons for annexation include good planning, police and fire protection, better utility extension, and access to other services the city normally provides and answered questions from the Governing Body. Commissioner Reed made a motion, seconded by Commissioner Graves to adopt the ordinance. The motion was considered and upon being put, all present voted aye. The Mayor declared the ordinance duly adopted and the ordinance was duly numbered Ordinance No. 3932-16.

September 7, 2016

Unofficial until approved

Ordinance—Annexing Land at 2660 Montana Road

The Governing Body reviewed an ordinance annexing land to the City of Ottawa generally located at 2660 Montana Road. The Mayor explained property owner Mary Tice has signed the consent to annex. Commissioner Skidmore made a motion, seconded by Commissioner Graves to adopt the ordinance. The motion was considered and upon being put, all present voted aye. The Mayor declared the ordinance duly adopted and the ordinance was duly numbered Ordinance No. 3933-16.

Ordinance—Annexing Land at 2598 US-59 Highway

The Governing Body reviewed an ordinance annexing land to the City of Ottawa generally located at 2598 US-59 Highway. The Mayor explained property owner Penny's Concrete has signed the consent to annex. Commissioner Reed made a motion, seconded by Commissioner Skidmore to adopt the ordinance. The motion was considered and upon being put, all present voted aye. The Mayor declared the ordinance duly adopted and the ordinance was duly numbered Ordinance No. 3934-16.

Voting Delegates—League of Kansas Municipalities Annual Conference

The Mayor explained the League of Kansas Municipalities is holding its annual meeting in Overland Park October 8-10, 2016 and the City of Ottawa is allowed to identify three voting delegates and three alternates.

The Governing Body heard from City Manager Richard U. Nienstedt who explained the following delegates were proposed during the August 29, 2016 Study Session:

- Voting Delegates: Commissioner Graves, Commissioner Skidmore, and Mayor Caylor
- Alternate Delegates: Commissioner Jorgensen, City Attorney Blaine Finch, and City Manager Richard U. Nienstedt

Commissioner Reed made a motion, seconded by Commissioner Graves to approve the delegates and alternates as previously discussed and outlined by City Manager Richard U. Nienstedt. The motion was considered and upon being put, all present voted aye. The Mayor declared the motion duly approved.

Advanced Metering Infrastructure (AMI) Test Deployment

The Governing Body reviewed a request for approval of Advanced Metering Infrastructure Test Deployment and invited the Ottawa Utilities Department to provide a presentation.

The Governing Body heard from Utility Director Dennis Tharp who provided a presentation and answered questions from the Governing Body. Commissioner Reed made a motion, seconded by Commissioner Jorgensen to approve the request for approval of Advanced Metering Infrastructure Test Deployment. The motion was considered and upon being put, all present voted aye. The Mayor declared the motion duly approved.

Recognition City Clerk Carolyn Snethen upon her Retirement

The Governing Body heard from Finance Director Scott Bird who honored Carolyn Snethen for her contributions to the City. Mr. Bird presented Mrs. Snethen with a plaque to recognize her retirement after 18 years of service to the City of Ottawa. Mrs. Snethen thanked the Governing Body and City Manager Richard U. Nienstedt for the honor of working for them.

City Manager's Report

The City Manager reported on the following:

- Thanked the Governing Body for passing the two proclamations recognizing the importance of emergency preparedness and encouraged everyone to take a stand on mental health issues in our community, especially as state funding has declined.
- Thanked retiring City Clerk Carolyn Snethen for her to service and her guidance.

Commissioner's Report

Commissioner Reed thanked those who put on the recent Cowboy Days activities and said her family enjoyed the activities.

Commissioner Jorgensen echoed City Manager Richard U. Nienstedt's comments regarding retiring City Clerk Carolyn Snethen and expressed how wonderful it was to work with her for ten and a half years. Mr. Jorgensen also congratulated Mrs. Snethen's grandchildren for being so well behaved during the meeting.

Mayor's Report

The Mayor reported on the following:

- Welcomed Commissioner Jorgensen back from a brief illness.
- Thanked retiring City Clerk Carolyn Snethen for helping her grow as an individual and stated her leadership will be missed.
- Thanked everyone who helped during the water leak issue over the last couple of weeks and acknowledged Utility Director Dennis Tharp and his team for their efforts to make the situation as tolerable as possible.
- Explained the City of Ottawa provided 10,000 gallons of water to citizens during the recent boil order and stated she recently learned the water plant cleans 10,000 gallons of water in five minutes.

Announcements

The Mayor announced the following:

- September 9, 2016 Retirement Reception for Carolyn Snethen, 2:00-4:00 pm, Commission Chambers
- September 12, 2016 Study Session, 4:00 pm, City Hall
- September 19, 2016 Study Session, 4:00 pm, City Hall
- September 21, 2016 **Regular** Meeting, 9:30 am, City Hall

City Attorney Blaine Finch requested the Governing Body recess into Executive Session to discuss an issue of attorney-client privilege with the City Attorney and City Manager Richard U. Nienstedt present for a period of 20 minutes beginning at 9:03 pm. Mayor Caylor explained the Governing Body will stand at ease for a period of 10 minutes to recognize retiring City Clerk Carolyn Snethen and take pictures.

Executive Session

Recess

Commissioner Reed made a motion, seconded by Commissioner Jorgensen to recess into executive session to discuss attorney-client privilege with the City Attorney and City Manager present for a period of 20 minutes and to reconvene into open session at 9:23 pm. The motion was considered and upon being put, all present voted aye. The Mayor declared the meeting duly recessed.

Reconvene

Commissioner Reed made a motion, seconded by Commissioner Graves to reconvene into open session. The motion was considered and upon being put, all present voted aye. The Mayor declared the meeting duly reconvened at 9:23 pm.

Adjournment

There being no further business to come before the Governing Body, Commissioner Skidmore made a motion, seconded by Commissioner Graves to adjourn the meeting. The motion was considered and upon being put, all present voted aye. Mayor Caylor declared the meeting duly adjourned at 9:23 pm.

Amy Finch, City Clerk

CITY OF OTTAWA

TO: CITY MANAGER RICHARD U. NIENSTEDT AND THE HONORABLE GOVERNING BODY
FROM: SCOTT D. BIRD, DIRECTOR OF FINANCE
SUBJECT: PRICE CHOPPER ASSIGNMENT OF REDEVELOPMENT AGREEMENT
DATE: 9/15/2016

Attached please find several documents, which authorize approval of assignment of the redevelopment agreement by Super Market Developers, Inc., to Group Ottawa, LLC.

Recently, the City received word that the new Price Chopper grocery store is being sold by the Super Market Developers, Inc., to Group Ottawa, LLC, which is an affiliate of Cosentino's. In connection with the sale, the City has been asked to approve the assignment of the Redevelopment Agreement from Super Market Developers to Group Ottawa.

In addition, Group Ottawa has requested the ability to pledge the TIF and CID proceeds under the Redevelopment Agreement to their lender. The City's Bond Counsel, Tyler Ellsworth, explained the pledge of these proceeds is a typical request on redevelopment projects. To that end, he has been working with the developers to prepare certain documents to facilitate this request; to include, a resolution that finds that Group Ottawa has the qualifications and financial responsibility to assume the developer's obligations under the Redevelopment Agreement. Other documents include approval of the assignment and the amendment. The findings being made in the Resolution are supported by and conditioned upon the City's receipt of the opinion prepared by Mr. Ellsworth regarding the assignment.

Finally, it should be noted that the City's expenses, including attorney fees incurred in connection with the sale, assignment and amendment are reimbursable from TIF and CID proceeds under the Redevelopment Agreement.

Mr. Ellsworth will be in attendance on September 21 to provide further explanation and answer questions.

Attachments:

1. Resolution of City Commission approving Assignment and Amendment
2. City's special counsel opinion regarding the Assignment
3. Assignment and Assumption Agreement
4. First Amendment to Redevelopment Agreement

RESOLUTION NO. ____-16

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF OTTAWA, KANSAS, APPROVING THE ASSIGNMENT OF A REDEVELOPMENT AGREEMENT BY SUPER MARKET DEVELOPERS, INC., TO GROUP OTTAWA, LLC, APPROVING AN AMENDMENT TO SUCH REDEVELOPMENT AGREEMENT AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH

WHEREAS, the City of Ottawa, Kansas (the “City”), entered into that certain Redevelopment Agreement for the North Project Plan – Market Center in the 19th & Princeton TIF District and CID dated as of October 15, 2014 (the “Agreement”) between the City and Super Market Developers, Inc., a Missouri corporation (the “Assignor”) in connection with the redevelopment of a commercial and retail project in the vicinity of 19th Street and Princeton Street in the City;

WHEREAS, capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Agreement;

WHEREAS, pursuant to **Section 703** of the Agreement, the Assignor may assign its interest in the Agreement only with the approval of the City;

WHEREAS, the Assignor is requesting the City’s approval of the assignment of the Assignor’s interest under the Agreement to Group Ottawa, LLC, a Kansas limited liability company (the “Assignee”);

WHEREAS, pursuant to **Section 902** of the Agreement, the Agreement may be amended by the mutual consent of the parties, upon official action by the Governing Body of the City approving such amendment, and the execution of such amendment by the parties to the Agreement or their successors in interest;

WHEREAS, the Assignee has indicated its intent to collaterally assign the right to receive CID Sales Tax and Incremental Real Property Taxes payable under the Agreement to Assignee’s lender;

WHEREAS, the Agreement does not contemplate such collateral assignment, and an amendment to the Agreement is necessary to facilitate such assignment; and

WHEREAS, the City desires to approve the assignment of the Assignor’s interest under the Agreement to the Assignee and to amend the Agreement to facilitate collateral assignment as described herein;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF OTTAWA, KANSAS, AS FOLLOWS:

Section 1. Qualifications and Financial Responsibility. Based solely upon information provided by the Assignee, and subject to the receipt of an opinion from the City’s Special Counsel, Kutak Rock, LLP, in substantially the form on file with the City Clerk, the Governing Body of the City hereby finds and determines that the proposed Assignee has the qualifications and financial responsibility necessary and adequate to fulfill the obligations of the Developer under the Agreement.

Section 2. Approval of Assignment. The Governing Body of the City hereby approves the assignment of the Agreement by the Assignor to the Assignee. The foregoing approval by the City is contingent upon the satisfaction of all other requirements for assignments and transfers contained in the Agreement and the execution, delivery and recording of an Assignment and Assumption Agreement between the Assignor, Assignee and the City in substantially the form on file with the City Clerk.

Section 3. Approval of Amendment. The Governing Body of the City hereby approves the First Amendment to the Redevelopment Agreement for the North Project Plan – Market Center in the 19th & Princeton TIF District and CID (the “First Amendment”) by and between the City and the Assignee. The foregoing approval by the City is contingent upon the execution and delivery of such First Amendment between the Assignee and the City in substantially the form on file with the City Clerk.

Section 4. Further Authority. The Mayor is hereby authorized and directed to execute and deliver the Assignment and Assumption Agreement evidencing the assignment of the Agreement, the First Amendment, and such other approvals, documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution (copies of said documents shall be filed in the records of the City) for and on behalf of and as the act and deed of the City, subject to the confirmation by the City Attorney and the City’s Special Counsel, Kutak Rock LLP, that the conditions precedent to such acts set forth in the Agreement have been satisfied. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the aforementioned documents and such other approvals, documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 5. Effective Date. This Resolution shall take effect and be in full force and effect from and after its adoption by the Governing Body of the City.

ADOPTED by the Governing Body of the City of Ottawa, Kansas, on September 21, 2016.

CITY OF OTTAWA, KANSAS

Mayor

[SEAL]

Attest:

By: _____
City Clerk

September 22, 2016

Governing Body
of City of Ottawa
Ottawa, Kansas

***Re: Assignment of Developer's Rights under the Redevelopment Agreement
for the North Project Plan – Market Center in the 19th & Princeton
TIF District and CID, Ottawa, Kansas***

Ladies and Gentlemen:

We have acted as Special Counsel to the City in connection with the assignment of the rights of the Developer under that certain Redevelopment Agreement for the North Project Plan – Market Center in the 19th & Princeton TIF District and CID dated as of October 15, 2014 (the “Agreement”), between the City of Ottawa, Kansas (the “City”), and Super Market Developers, Inc., a Missouri corporation (the “Assignor”), as Developer thereunder, to Group Ottawa, LLC (the “Assignee”). Capitalized terms used herein shall have the meanings set forth in the Agreement.

In rendering this opinion, we have relied solely on the certifications and representations of the Assignee contained in the letter dated as of September 22, 2016, attached hereto and incorporated by reference (the “Assignee’s Representation Letter”), and the opinion of Polsinelli PC, counsel to the Assignee, dated as of September 22, 2016 attached hereto and incorporated by reference (the “Opinion of Assignee’s Counsel”), without undertaking to verify the same by independent investigation.

Based upon the examination referred to hereinabove, we are of the opinion, as of the date hereof, that the assignment of Assignor’s right, title, interest and obligations under the Agreement to Assignee complies with the terms of the Agreement.

We call to your attention the fact that our legal opinions are an expression of professional judgment and are not a guarantee of a result.

We do not undertake to advise you of matters which may come to our attention subsequent to the date hereof which may affect the legal opinions expressed herein.

ASSIGNEE’S REPRESENTATION LETTER

September 22, 2016

Governing Body
of City of Ottawa
Ottawa, Kansas

Kutak Rock LLP
Kansas City, Missouri

Re: Assignment of Developer’s Rights under the Redevelopment Agreement for the North Project Plan – Market Center in the 19th & Princeton TIF District and CID, Ottawa, Kansas

Ladies and Gentlemen:

In connection with the assignment of the rights of the Developer under that certain Redevelopment Agreement for the North Project Plan – Market Center in the 19th & Princeton TIF District and CID dated as of October 15, 2014 (the “Agreement”) between the City of Ottawa, Kansas (the “City”), and Super Market Developers, Inc., a Missouri corporation (the “Developer”) to Group Ottawa, LLC (the “Assignee”), the undersigned represents and certifies the following, as of the date hereof, on behalf of the Assignee:

1. The Assignee is a wholly-owned subsidiary of Group Landmark, LLC, a Kansas limited liability company (“Landmark”).
2. Landmark is an affiliate of, and under common ownership with, Cosentino Group, Inc., a Missouri corporation (“Cosentino’s”).
3. Cosentino’s currently operates sixteen grocery stores in Kansas and Missouri and, including the Price Chopper in Ottawa, Kansas, owns the shopping centers in which eight such stores are located.
4. The ProForma Balance Sheet and ProForma Statement of Income and Expenses provided to Kutak Rock LLP, Special Counsel to the City, in connection with the assignment referenced above are true and correct in all material respects.

The Assignee acknowledges and agrees that the foregoing representations may be relied upon by the City, its officers and employees and by Special Counsel to the City in connection with the assignment referenced above.

GROUP OTTAWA, LLC,
a Kansas limited liability company

By: _____
David G. Cosentino, President

OPINION OF ASSIGNEE'S COUNSEL

[to be inserted]

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") is made and entered into and effective as of September 22, 2016, between **SUPER MARKET DEVELOPERS, INC.**, a Missouri corporation ("**Assignor**"), **GROUP OTTAWA, LLC**, a Kansas limited liability company ("**Assignee**"), and the **CITY OF OTTAWA, KANSAS**, a municipal corporation duly organized under the laws of the State of Kansas (the "**City**").

RECITALS:

The following Recitals of fact are a material part of this Assignment.

A. The City and Assignor entered into that certain Redevelopment Agreement for the North Project Plan – Market Center in the 19th & Princeton TIF District and CID dated October 15, 2014 (the "**Agreement**"), [as evidenced by that certain Memorandum of Agreement dated _____, 20__ and recorded at Book ___, Page ___ in the Franklin County, Kansas real property records], with respect to certain property located in Ottawa, Franklin County, Kansas and legally described on **Exhibit "A"** attached hereto.

B. As of the date of this Assignment, the Assignor has requested, and the City has approved, reimbursement for TIF Eligible Expenses in the amount of \$1,500,000 and CID Eligible Expenses in the amount of \$755,000, which amounts reflect the Reimbursable Project Costs Cap under the Agreement.

C. As of the date of this Assignment, Assignor has not received any reimbursement under the Agreement from Incremental Real Property Taxes or CID Sales Taxes for reimbursement of TIF Eligible Expenses or CID Eligible Expenses.

D. Assignor now desires to assign all of its rights, duties and obligations under the Agreement to Assignee, including its rights to receive reimbursement from

Incremental Real Property Taxes and CID Sales Tax per the terms of the Agreement, and has requested that it be relieved from its liabilities and obligations under the Agreement.

E. Assignee desires to accept the assignment from Assignor and to assume all duties and obligations of Assignor as developer under the Agreement and agrees to be subject to all applicable conditions and restrictions to which Assignee is subject under the Agreement.

F. Assignor and Assignee desire to obtain the requisite approval of the City to this assignment.

G. Pursuant to Resolution No. ____-16 adopted by the Governing Body of the City on September 21, 2016, the City has determined it is desirable to approve and facilitate the requested assignment from Assignor to Assignee and to release the Assignor from any future obligations under the Agreement, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the above Recitals, all of which are hereby incorporated into the terms of this Assignment, and in further consideration of the mutual covenants and agreements contained in this Assignment, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties to this Assignment hereby mutually covenant and agree as follows:

1. Assignor does hereby sell, assign, transfer and convey to Assignee, all of Assignor's right, title and interest in and to the Agreement.

2. Assignee does hereby accept the assignment to it of all of Assignor's rights, title and interest in and to the Agreement and does hereby expressly assume all of the duties and obligations of the developer under the Agreement as to all such duties and obligations arising or accruing from and after the effective date of this Assignment, and does hereby covenant and agree to fully and faithfully perform, observe and comply with, and to be subject to, all of the covenants, agreements, conditions, restrictions, and other terms and provisions stated in the Agreement, which under the terms of the Agreement are to be performed, observed and complied with by the developer thereunder from and after the effective date of the Assignment.

3. Assignor does hereby agree to indemnify, protect and save harmless Assignee from and against any and all costs, expenses, claims, losses or damages (including attorney's fees and costs of defense) arising with respect to the Agreement prior to the effective date of this Assignment. Assignee does hereby agree to indemnify, protect and save harmless Assignor from and against any and all costs, expenses, claims, losses or damages (including attorney's fees and costs of defense) arising with respect to the Agreement after the effective date of this Assignment.

4. The City does hereby approve the above and foregoing Assignment on the conditions herein contained, and does hereby represent and warrant with and to Assignor and Assignee as follows:

(a) The Agreement has not been amended or otherwise modified and is in full force and effect.

(b) To the best of the City's knowledge and belief, all of the covenants, agreements, conditions and other terms and provisions stated in the Agreement, which were or are to be performed, observed and complied with, have been fully and faithfully performed, observed and complied with to the effective date hereof and the Agreement is free and clear of any breach, violation or default thereunder.

5. The Assignor does hereby represent and warrant with and to the City and Assignee as follows:

(a) The Agreement has not been amended or otherwise modified and is in full force and effect.

(b) To the best of the Assignor's knowledge and belief, all of the covenants, agreements, conditions and other terms and provisions stated in the Agreement, which were or are to be performed, observed and complied with, have been fully and faithfully performed, observed and complied with to the effective date hereof and the Agreement is free and clear of any breach, violation or default thereunder.

6. Notwithstanding any provisions contained in the Agreement to the contrary, in consideration of the assumption by Assignee hereunder and in reliance on the opinion of Assignee's counsel regarding the enforceability of the Agreement against Assignee, the City hereby releases Assignor from any future liability and obligations which arise or accrue under the Agreement from and after the effective date of this Assignment.

7. Assignee directs, and the City acknowledges and agrees, that from and after the effective date hereof all notices to be given to the developer under the Agreement shall be delivered to: David G. Cosentino, President, 3901 W. 83rd Street, Prairie Village, KS 66208.

8. Within 14 days following the execution of this Assignment, Assignor shall record this Assignment in the real property records of Franklin County, Kansas.

[SIGNATURE PAGES FOLLOW]

CITY:

CITY OF OTTAWA, KANSAS,
a Kansas municipal corporation

By: _____
Mayor

ATTEST:

City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF FRANKLIN)

On this _____, 2016, before me, a Notary Public in and for said County and State, came _____, Mayor of the City of Ottawa, Kansas, a municipal corporation duly authorized, incorporated and existing under and by virtue of the Constitution and laws of the State of Kansas, and _____, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

[SEAL]

Notary Public in and for said County and State

My Commission Expires: _____

EXHIBIT A

Legal Description

The East 285 feet of Lot 9, less right-of-way, County Clerk's Subdivision #1, Section 11, Township 17, Range 19 East, in the City of Ottawa, Franklin County, Kansas. (1940 S. Princeton)

Lot 9, except the East 285 feet less right-of-way, County Clerk's Subdivision #1, Section 11, Township 17, Range 19 East, in the City of Ottawa, Franklin County, Kansas. (2001 S. Princeton)

Lot 3, less right-of-way, County Clerk's Subdivision #1, Section 11, Township 17, Range 19 East, in the City of Ottawa, Franklin County, Kansas. (1951 S. Princeton)

Lot 4, County Clerk's Subdivision # 1, Section 11, Township 17, Range 19 East, in the City of Ottawa, Franklin County, Kansas. (120 E. 19th St.)

**FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT
FOR THE NORTH PROJECT PLAN – MARKET CENTER
IN THE 19TH & PRINCETON TIF DISTRICT AND CID**

THIS FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT FOR THE NORTH PROJECT PLAN – MARKET CENTER IN THE 19TH & PRINCETON TIF DISTRICT AND CID (the “Amendment”) is entered into as of September 22, 2016 (the “Effective Date”), by and between the **CITY OF OTTAWA, KANSAS**, a municipal corporation duly organized under the laws of the State of Kansas (the “City”) and **GROUP OTTAWA, LLC**, a Kansas limited liability company (the “Developer”). Words or terms not otherwise defined in this Amendment shall have the definitions assigned to such words or terms in the hereinafter-described Agreement.

RECITALS

WHEREAS, the City and Super Market Developers, Inc., entered into that certain Redevelopment Agreement for the North Project Plan – Market Center in the 19th & Princeton TIF District and CID effective October 15, 2014, as approved by the Governing Body of the City on October 20, 2014 (as assigned and amended, the “Agreement”), in order to implement the TIF Project and CID Project;

WHEREAS, the Developer’s rights, duties and obligations under the Agreement were assigned from Super Market Developers, Inc. to Developer pursuant to that certain Assignment and Assumption Agreement effective September 22, 2016, as approved by the Governing Body of the City on September 21, 2016, by Resolution No. ____;

WHEREAS, **Section 902** of the Agreement provides that it may be amended by the mutual consent of the parties, upon official action of the Governing Body of the City approving said amendment and by the execution of said amendment by the parties or their successors in interest;

WHEREAS, the Developer has indicated its intent to collaterally assign the right to receive CID Sales Tax and Incremental Real Property Taxes payable under the Agreement to Developer’s lender;

WHEREAS, the Agreement does not contemplate such collateral assignment, and an amendment to the Agreement is necessary to facilitate such assignment; and

WHEREAS, the Governing Body of the City desires to facilitate such collateral assignment and has therefore approved this Amendment by Resolution No. ____ adopted by the Governing Body of the City on September 21, 2016;

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Amendment to Section 702. The parties hereby agree that **Section 702** to the Agreement is deleted in its entirety and replaced with the following:

Section 702. Restriction on Transfer; Collateral Assignment. There shall be no restriction in the sale, transfer or leasing of the property within the North Project Area or the CID. Notwithstanding any provision of **Section 703** to the contrary, there shall be no restriction in the grant of a security interest in any portion of the North Project Area or the CID to any construction or permanent lender in order to secure indebtedness, which grant may include an assignment of the right to receive CID Sales Tax and/or Incremental Real Property Taxes under the Agreement; provided, however, that in the event such security interest or assignment is granted or made, Developer hereby agrees to provide the City with written notice of any such grant or assignment within fifteen (15) days after the same has been perfected or completed.

2. Provisions of Agreement Amended. Nothing in this Amendment is intended to alter or amend any provision of the Agreement except those specified herein.

3. Counterparts. This Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

4. Governing Law. This Amendment shall be construed in accordance with the laws of the State of Kansas.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have duly executed this Amendment pursuant to all requisite authorizations as of the date first above written.

CITY OF OTTAWA, KANSAS

By: _____
Sara Caylor
Mayor

(SEAL)

ATTEST:

Amy Finch
City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF FRANKLIN)

On this _____, 2016, before me, a Notary Public in and for said County and State, came Sara Caylor, Mayor of the City of Ottawa, Kansas, a municipal corporation duly authorized, incorporated and existing under and by virtue of the Constitution and laws of the State of Kansas, and Amy Finch, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledge the execution of the same to be the act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public

My Commission Expires: _____

BUSINESS PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into this day of April 2015, by and between Gwen Todd, a single woman, Roselawn Memorial Gardens, Inc., a Kansas corporation (hereinafter collectively referred to as "Roselawn"), and the City of Ottawa, Kansas, a municipal corporation (hereinafter referred to as "City").

RECITALS:

WHEREAS, Roselawn owns and operates a cemetery business with real and personal property located in Franklin County, Kansas;

WHEREAS, Roselawn is in the process of closing its operations and desires to convey its company-related assets to City;

WHEREAS, City is willing to accept the company-related assets in order to promote an orderly transition of the cemetery operations and ensure its future and proper care and maintenance.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT:

1. **COMPANY ASSETS:** Roselawn agrees to sell, assign, transfer and convey to City, and City agrees to accept from Roselawn, all of Roselawn's interest in company-related assets owned or used in connection with the operations by Roselawn, of its cemetery business situated just south of Ottawa, Kansas, including without limitation, the following:
 - a. **Real Property.** All real property and rights in real property located in Ottawa, Kansas and used in the business, including the property legally described as follows:
 - i. **Tract 1:** See Attached Exhibit A for Legal Description
 - ii. **Tract 2:** See Attached Exhibit B for Legal Description
 - b. **Personal Property.** All tangible and intangible personal property and rights in personal property owned by the Roselawn and used in the business, including but not limited to: permanent maintenance fund account and certificate of deposit held at Peoples Bank; furniture, trade fixtures and equipment; tools used in the business; telephone numbers and listings; burial maps; grave purchaser lists; trade names; business records; account ledgers; supplies; signs; all other personal property used in said business; and all items described on "Attachment A" attached hereto and made a part hereof by reference.

2. CONSIDERATION: The consideration for this transaction is One Dollar (\$ 1.00) and good will, the receipt of which is hereby acknowledged.
3. CLOSING: Closing shall take place on or before November 1, 2016, or on such other date as shall have been agreed to by the City and Roselawn in writing prior to closing. At the time of said closing, the bills of sale, deeds and other instruments of transfer shall be delivered by Roselawn to City. Closing on the transfer of the real property shall take place at Haley Title in Ottawa, Kansas and all closing fees shall be paid by the City.
4. CONDITIONS PRECEDENT TO CLOSING: The following conditions precedent shall be satisfied on or before the closing date, and in the event any condition is not so satisfied, the City, in his sole discretion, may terminate this agreement without any liability to Roselawn, to the extent noncompliance is not waived in writing by the City:
 - a. All of the Roselawn's warranties and representations contained in this agreement and which are material thereto, shall be true as of the time of closing.
 - b. Roselawn shall have complied with and performed all agreements and conditions required by this agreement to be performed and complied with prior to or at the closing.
5. ROSELAWN'S WARRANTIES AND REPRESENTATIONS: Roselawn warrants and represents that as of the closing date:
 - a. Roselawn is the owner of and had good marketable title to all the assets specifically enumerated herein, free from all debts and encumbrances, except those liabilities being assumed by City as described herein, if any. Roselawn shall deliver to City, at closing, a warranty deed and bills of sale for all assets included in this transaction.
 - b. The financial records delivered to City present a true and correct statement of the financial condition of said business as of their respective dates.
 - c. Roselawn has no notice or knowledge of any business liabilities or obligations of any nature, whether absolute, accrued, contingent or otherwise, except as set forth and described herein.
 - d. No litigation, governmental proceedings or investigation is pending, or to the knowledge of the Roselawn threatened or in prospect, against or relating to the company.
 - e. Roselawn has no knowledge of any developments or threatened developments of a nature that would be materially adverse to said business, except as already disclosed to City.
 - f. The statements made by the Roselawn to the City concerning said business upon which the City has relied in agreeing to purchase said business are true and

correct and no material fact has been withheld from the City.

- g. There are no unpaid income taxes, sales taxes, real property taxes, payroll taxes, social security taxes, unemployment taxes or any other employer/employee taxes due and payable or accrued, or if such taxes exist, Roselawn will pay them on a prorated basis to the date of closing, upon closing.
 - h. That all outstanding liabilities of Roselawn, excepting as specifically set forth herein, shall be paid in full on or before the close of this sale and that City shall receive possession and control of the assets free and clear of any other encumbrances.
 - i. The sale of the Tract 2 above is being made pursuant to K.S.A. 13-1328. The property therein has been abandoned for cemetery purposes and there are less than 20 graves therein.
6. ROSELAWN'S OBLIGATION PRIOR TO CLOSING: Roselawn covenants and agrees with City as follows:
- a. Roselawn shall provide City a title commitment showing marketable title to all real property in Roselawn. City shall have a reasonable time to examine said title commitment and communicate any objections to title to Roselawn. Roselawn shall have a reasonable time to satisfy any valid objections to title. City agrees to pay the cost of title insurance.
 - b. Roselawn shall not create, incur or permit any mortgage, pledge, lien, charge, advertising contract or encumbrance of any kind on its business, property or assets now owned or hereafter acquired in connection with its operations between the date of this agreement and the closing, except in the normal course of business, without the consent of the City.
 - c. Roselawn and Gwen Todd will make themselves available to City personnel for consultation regarding cemetery history, sales of graves, locations of burials and any other relevant detail necessary to help the City take over the cemetery and provide continuity of service. This obligation shall survive closing by six months.
7. ENTIRETY OF AGREEMENT: No warranties, representations, promises or agreements have been made between the parties other than as expressly herein set forth, and neither City nor Roselawn shall be, nor are they bound, by any warranties, representations, promises, or agreements not set forth herein. This agreement constitutes the entire agreement and understanding of the parties and cannot be modified except in writing executed by all the parties hereto.
8. SEVERABILITY: The invalidity or unenforceability of any particular provision of this agreement shall not affect any other provision hereof, and in the event that any provision is

found by a court of competent jurisdiction to be invalid or unenforceable, this contract shall be construed in all respects as if such invalid or unenforceable provision has never comprised a part hereof, and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance herefrom.

9. BINDING EFFECT: This agreement shall bind and inure to the benefit of the parties, their successors, assigns, personal representatives, heirs and legatees of the parties hereto.

10. ASSIGNMENT: Neither Roselawn nor City shall assign this agreement without the prior approval of the other.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the date first above written and acknowledge receipt of a copy hereof

ROSELAWN MEMORIAL GARDENS INC.,

CITY OF OTTAWA

By: _____

Mayor

Its: _____

GWEN TODD

Attest:

City Clerk

EXHIBIT A

LAND DESCRIPTION:

A TRACT OF LAND IN THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 17 SOUTH, RANGE 19 EAST OF THE 6TH P.M. IN FRANKLIN COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 13 BEING THE SOUTHWEST CORNER OF A TRACT CONVEYED TO ROSELAWN MEMORIAL GARDENS, INC. RECORDED ON PAGE 529 IN BOOK 245 OF THE FRANKLIN COUNTY REGISTER OF DEEDS; THENCE ALONG THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 13 AND THE SOUTH LINE OF THE SAID ROSELAWN TRACT

N.87°57'11"E. (BEING AN ASSUMED BEARING) 110.18 FEET TO THE POINT OF BEGINNING BEING ON THE EAST RIGHT-OF-WAY OF US HIGHWAY 59 AS RECORDED ON PAGE 157 IN BOOK 247 AT THE FRANKLIN COUNTY REGISTER OF DEEDS; THENCE ALONG THE EAST RIGHT-OF-WAY LINE OF SAID US HIGHWAY 59 THE FOLLOWING TWO COURSES

(1)N.0°28'16"W. 22.89 FEET; THENCE

(2)N.1°55'35"W. 128.12 FEET; THENCE PARALLEL TO AND 151.00 FEET NORTH OF (MEASURED PERPENDICULAR TO) THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 13

N.87°57'11"E. 415.38 FEET TO A POINT ON THE EAST LINE OF THE SAID ROSELAWN TRACT; THENCE ALONG THE EAST LINE OF THE SAID ROSELAWN TRACT

S.1°52'20"E. 151.00 FEET TO THE SOUTHEAST CORNER OF THE SAID ROSELAWN TRACT AND THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 13; THENCE ALONG THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 13 AND THE SOUTH LINE OF THE SAID ROSELAWN TRACT

S.87°57'11"W. 415.82 FEET TO THE POINT OF BEGINNING, CONTAINING 1.440 ACRES.

EXHIBIT B

LAND DESCRIPTION:

A TRACT OF LAND IN THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 17 SOUTH, RANGE 19 EAST OF THE 6TH P.M. IN FRANKLIN COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 13 BEING THE SOUTHWEST CORNER OF A TRACT CONVEYED TO ROSELAWN MEMORIAL GARDENS, INC. RECORDED ON PAGE 529 IN BOOK 245 OF THE FRANKLIN COUNTY REGISTER OF DEEDS; THENCE ALONG THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 13 AND THE SOUTH LINE OF THE SAID ROSELAWN TRACT

N.87°57'11"E. (BEING AN ASSUMED BEARING) 110.18 FEET TO THE EAST RIGHT-OF-WAY OF US HIGHWAY 59 AS RECORDED ON PAGE 157 IN BOOK 247 AT THE FRANKLIN COUNTY REGISTER OF DEEDS; THENCE ALONG THE EAST RIGHT-OF-WAY LINE OF SAID US HIGHWAY 59 THE FOLLOWING TWO COURSES

(1)N.0°28'16"W. 22.89 FEET; THENCE

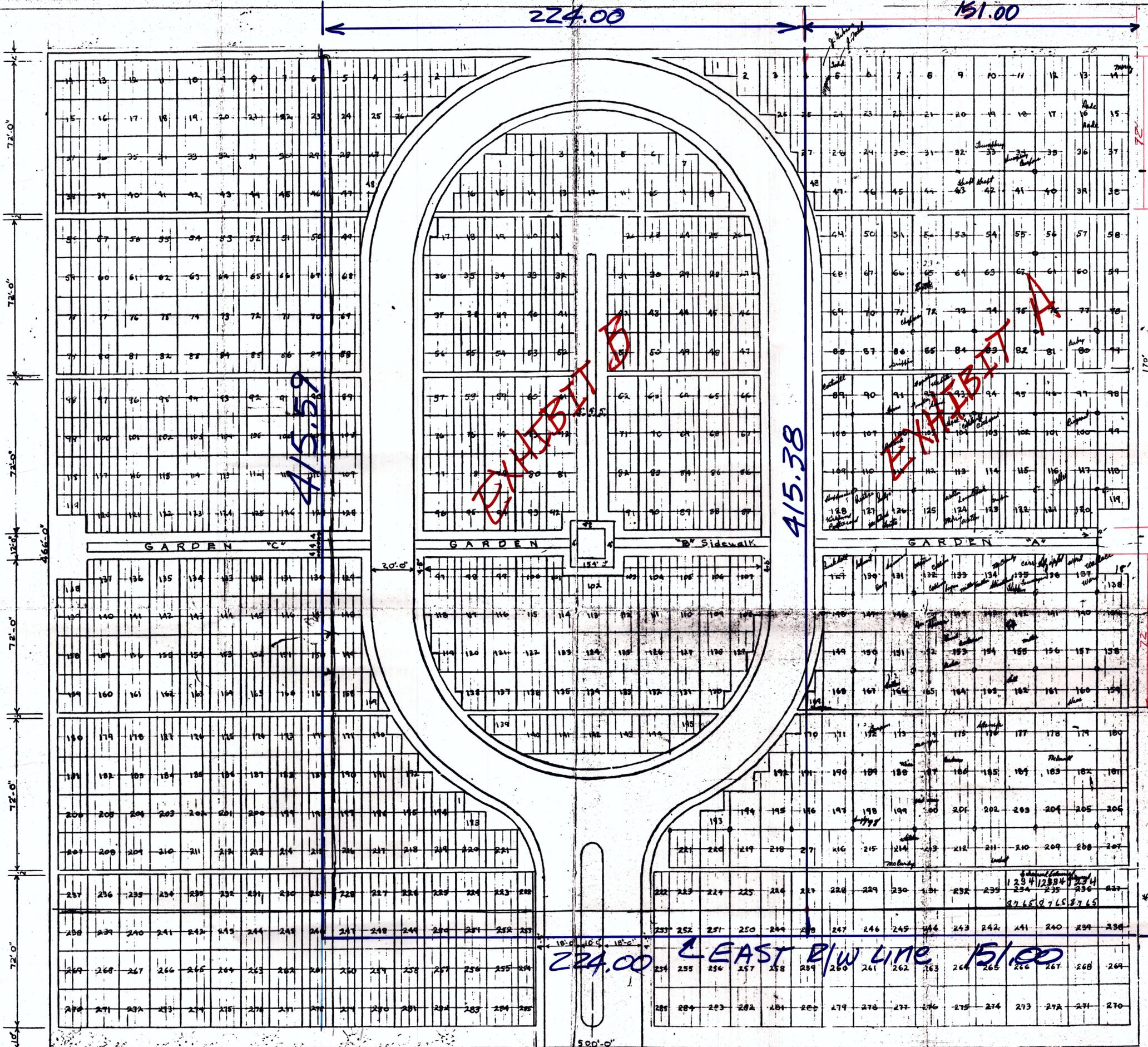
(2)N.1°55'35"W. 128.12 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE EAST RIGHT OF WAY LINE OF SAID US 59 HIGHWAY

N. 1°55'35"W. 224.00 FEET TO THE SOUTH LINE OF A TRACT CONVEYED TO J.E. TODD AND GWEN TODD RECORDED ON PAGE 61 IN BOOK 249 AT THE FRANKLIN COUNTY REGISTER OF DEEDS; THENCE ALONG THE SOUTH LINE OF THE SAID TODD TRACT

N.87°57'11"E. 415.59 FEET TO THE EAST LINE OF THE SAID ROSELAWN TRACT; THENCE ALONG THE EAST LINE AT THE SAID ROSELAWN TRACT

S.1°52'20"E. 224.00 FEET TO A POINT 151.00 FEET N.1°52'20"W. FROM THE SOUTHEAST CORNER OF THE SAID ROSELAWN TRACT; THENCE PARALLEL TO AND 151.00 NORTH OF (MEASURED PERPENDICULAR TO) THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 13 AND THE SOUTH LINE OF THE SAID ROSELAWN TRACT

S.87°57'11"W. 415.38 FEET TO THE POINT OF BEGINNING, CONTAINING 2.137 ACRES.

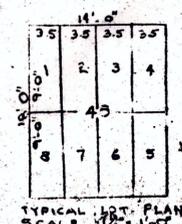


ROSELAWN MEMORIAL GARDENS

OTTAWA KANSAS

ROSELAWN MEMORIAL GARDENS, INC. FRANKLIN, COUNTY KANSAS.

LOT MARKERS LOWER LEFT HAND CORNER OF EACH LOT



Memorandum

To: Richard U. Nienstedt, City Manager
From: Wynndee Lee, Director of Community Development
Date: September 15, 2016
Re: Neighborhood Stabilization Grant – Completion

As you recall, we have been working with Neighborhood Stabilization funds since 2010. Originally, the goal of the Neighborhood Stabilization grant was to acquire some homes that were in foreclosure, make repairs as necessary and then get them reoccupied. Then the city was awarded funds to construct three homes on property that the city owned in order to resell them to low to moderate income persons.

The rehabilitation work was primarily completed in 2011, working with ECKAN and the homes have all been sold (last one this year) and we are ready to close-out the grant.

Prior to signing the required close-out documents, a public hearing must be held, which is planned for the next meeting on the 21st.

After the public hearing, staff and the grant administrator, Susan Galemore of Southeast Regional Planning Commission, recommend adopting the resolution authorizing the Mayor and City Clerk to sign the attached documents.

(Published in the Ottawa Herold, September 15, 2016)

PUBLIC HEARING NOTICE
Neighborhood Stabilization Program
City of Ottawa

The City of Ottawa will hold a public hearing on Wednesday, September 21, 2016, 9:30 a.m. in the City Hall Commission Chambers located at 101 S. Hickory, Ottawa, KS, for the purpose of evaluating the performance of Grant No. 09-NSP-006. The grant proposed to acquire, rehabilitate and dispose of four abandoned and foreclosed properties. The project accomplished the acquisition and rehabilitation of 2 foreclosed single family dwellings, 6 duplexes and the redevelopment of three properties. The three properties that were redeveloped into single family housing were sold to income eligible families. The remaining properties were donated to ECKAN to supplement their rental housing stock for the City of Ottawa. This grant was funded from the Kansas Department of Commerce, Small Cities Community Development Block Grant (CDBG) funds. All aspects of the grant will be discussed and oral and written comments will be recorded and become a part of City of Ottawa's CDBG Citizen Participation Plan.

Reasonable accommodations will be made available to persons with disabilities. Requests should be submitted to the City Clerk, at 785-229-3600 before noon on Tuesday, September 20, 2016.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN CLOSEOUT DOCUMENTS FOR THE NEIGHBORHOOD STABILIZATION GRANT FROM THE STATE OF KANSAS.

Whereas, the Governing Body of the City of Ottawa, Kansas, entered into an agreement to rehabilitate and construct homes for low to moderate income persons with the State of Kansas, Department of Commerce; and

Whereas, the work on the units have all been completed; and

Whereas, the closeout public hearing has been conducted to allow public comment on the grant projects;

Now therefore, be it resolved by the Governing Body of the City of Ottawa:

Section 1. The Mayor and City Clerk of the City are hereby authorized to execute the closeout documents for Grant No. 09-NSP-006, including, but not limited to the Certificate of Completion and the Grantee's/Contractor's Release Form.

Section 2. This resolution shall be in full force and effect after its adoption by the Governing Body of the City of Ottawa, Kansas.

Adopted this _____ day of _____, 2016.

Sara Caylor, Mayor

Attest:

Amy Finch, City Clerk

CERTIFICATE OF COMPLETION

A. Name of Grant Recipient City of Ottawa	B. Grant Agreement Number 09-NSP-006
---	--

C. Final Statement of Cost

Program Activity Categories	To Be Completed By The Recipient			To Be Completed By CDBG
	Paid Costs (a)	Local Unpaid Costs (b)	Total Costs (c)	Approved Total Costs
1. Purchase	389,449.12		389,449.12	
2. Rehabilitate	290,476.61		290,476.61	
3. Redevelop	394,789.02		394,789.02	
4. Administration	78,785.25		78,785.25	
5.				
6.				
7.				
8.				
9. Total Program Costs	1,153,500.00		1,153,500.00	
10. Less Other Funds Applied	0		0	
11. CDBG Grant Amount Applied	1,153,500.00		1,153,500.00	

D. Computation of Grant Balance

	To Be Completed By The Recipient	To Be Completed By CDBG
12. Total Amount Applied (Line 11a)	1,153,500	
13. Estimated for Unsettled Third-Party Claims	0	
14. Subtotal (Line 11c)	1,153,500	
15. Grant Amount Per Agreement (from contract)	1,153,500	
16. Unutilized Grant to be Canceled (Line 15 less Line 14)	0	
17. Grant Funds Received	1,153,500	
18. Balance of Grant Payable (Refundable) (Line 14 less Line 17)*	0	

* If Line 17 exceeds Line 14, enter excess as a negative amount. This amount shall be repaid to the Department by check.

CERTIFICATE OF COMPLETION - PAGE 2

E. Unpaid Costs and Unsettled Third-Party Claims (Local Only)

List amounts and describe circumstances

Check if continued on additional sheet and attach

F. Remarks

Check if continued on additional sheet and attach

G. Certification of Recipient

It is hereby certified that all activities undertaken by the recipient with funds provided under the Grant Agreement identified as Item B above have, to the best of my knowledge, been carried out in accordance with the Grant Agreement; that proper provision had been made by the recipient for payment of all unpaid costs and unsettled third-party claims identified in Item E above; that the Department, the State of Kansas, and the United States of America are under no obligation to make any further payment to the recipient under the Grant Agreement in excess of the amount identified on Line 18 above; and that every statement and amount set forth in this instrument is, to the best of my knowledge, true and correct as of this date.

Sara Caylor, Mayor

Date	Signature of Chief Elected Official	Typed Name and Title
------	-------------------------------------	----------------------

H. Department Approval

This Certificate of Completion is hereby approved. Therefore, I authorize cancellation of the unutilized contract agreement and related funds reservation and obligations _____ (line 16 above).

Date	Signature for CDBG Program	Typed Name
------	----------------------------	------------

CERTIFICATE OF COMPLETION

A. Name of Grant Recipient City of Ottawa	B. Grant Agreement Number 09-NSP-006
---	--

C. Final Statement of Cost

Program Activity Categories	To Be Completed By The Recipient			To Be Completed By CDBG
	Paid Costs (a)	Local Unpaid Costs (b)	Total Costs (c)	Approved Total Costs
1. Purchase	389,449.12		389,449.12	
2. Rehabilitate	290,476.61		290,476.61	
3. Redevelop	394,789.02		394,789.02	
4. Administration	78,785.25		78,785.25	
5.				
6.				
7.				
8.				
9. Total Program Costs	1,153,500.00		1,153,500.00	
10. Less Other Funds Applied	0		0	
11. CDBG Grant Amount Applied	1,153,500.00		1,153,500.00	

D. Computation of Grant Balance

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15. Grant Amount Per Agreement (from contract)	1,153,500	
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17. Grant Funds Received	1,153,500	
18. Balance of Grant Payable (Refundable) (Line 14 less Line 17)*	0	

* If Line 17 exceeds Line 14, enter excess as a negative amount. This amount shall be repaid to the Department by check.

CERTIFICATE OF COMPLETION - PAGE 2

E. Unpaid Costs and Unsettled Third-Party Claims (Local Only)

List amounts and describe circumstances

Check if continued on additional sheet and attach

F. Remarks

Check if continued on additional sheet and attach

G. Certification of Recipient

It is hereby certified that all activities undertaken by the recipient with funds provided under the Grant Agreement identified as Item B above have, to the best of my knowledge, been carried out in accordance with the Grant Agreement; that proper provision had been made by the recipient for payment of all unpaid costs and unsettled third-party claims identified in Item E above; that the Department, the State of Kansas, and the United States of America are under no obligation to make any further payment to the recipient under the Grant Agreement in excess of the amount identified on Line 18 above; and that every statement and amount set forth in this instrument is, to the best of my knowledge, true and correct as of this date.

_____	_____	Sara Caylor, Mayor
Date	Signature of Chief Elected Official	Typed Name and Title

H. Department Approval

This Certificate of Completion is hereby approved. Therefore, I authorize cancellation of the unutilized contract agreement and related funds reservation and obligations _____ (line 16 above).

_____	_____	_____
Date	Signature for CDBG Program	Typed Name

GRANTEE’S/CONTRACTOR’S RELEASE FORM

1 Pursuant to the terms on Grant Agreement Number 09-NSP-006 and in consideration of
2 the sum of One Million One Hundred Fifty-Three Thousand Five Hundred dollars and 00 cents
3 (\$1,153,500.00) which has been
4 or is to be paid under the said contract to the City of Ottawa,
5 grantee upon payment of the said sum by the State of Kansas, Department of Commerce, hereinafter
6 called the grantor, does remise, release, and discharge the grantor, its officers, agents and employees
7 of and from all liabilities, obligations, claims, and demands whatsoever under or arising from the
8 said contract.

8 IN WITNESS WHEREOF, this release has been executed this 21st day of
9 September, 2016.

10 Signature of Authorized Elected Official: _____

11 Typed Name and Title: Sara Caylor, Mayor

ATTEST AND SEAL

12 _____

13 _____



PROCLAMATION



WHEREAS, September 17, 2016 marks the two hundred and twenty-ninth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to officially recognize this magnificent document and the anniversary of its creation; and

WHEREAS, in 1956, at the urging of National Society, Daughters of the American Revolution, Congress set aside September 17-23 annually to be dedicated for the observance of Constitution Week to (1) emphasize every citizen's responsibility to protect and defend the Constitution, (2) inform the people that the Constitution is the basis for America's great heritage and the foundation for our way of life, and (3) encourage the study of historical events which led to the framing of the Constitution in September 1787; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17-23 as Constitution Week.

NOW, THEREFORE, the governing body of the City of Ottawa, Kansas, does hereby proclaim September 17 through 23, 2016 to be:

CONSTITUTION WEEK

in Ottawa, Kansas and asks our citizens to reflect upon and reaffirm the ideals the Framers of the Constitution had in 1787.

SIGNED this 21st day of September 2016.

Sara Caylor, Mayor



PROCLAMATION



WHEREAS, family and relationships are often counted among life's greatest blessings, and tragically, many Kansans relationships are tarnished by violence and fear; and

WHEREAS, domestic violence includes verbal, emotional, economic, sexual, and physical abuse, and all forms of abuse can carry long-range physical and mental health implications; and

WHEREAS, the effects of domestic violence reach far beyond its victims and perpetrators, causing disruption in our schools, places of work and worship, and neighborhoods; and

WHEREAS, during October 2016, The Franklin County Domestic Violence Unit and other concerned agencies and groups in Franklin County sponsor and promote Domestic Violence Awareness Month to focus community-wide attention on abused women and their children and to promote support of shelters and community programs that serve them.

NOW, THEREFORE, the governing body of the City of Ottawa, Kansas, does hereby proclaim October 2016 as:

DOMESTIC VIOLENCE AWARENESS MONTH

and urges all its citizens to speak out against sexual and domestic violence, to provide support for survivors of this heinous crime, to encourage community leaders to hold offenders accountable, and to make prevention efforts a priority by hosting events, by creating policies at school and work, and by supporting and participating in ongoing programs designed to reduce and eventually eliminate domestic violence as a societal problem.

SIGNED this 21st day of September, 2016.

Sara Caylor, Mayor