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Approve staff recommendation to award the bid for the provision of asphalt concrete material for the 2017 City Sales Tax Street Program and Crawford County, Kansas consisting of an estimated combined total of 17,750 tons of asphaltic concrete base and surface mix to the low bidder meeting specifications, Heckert Construction Co., Inc., of Pittsburg, based on their low bids of: \$48.92 per ton SM9.5 (Virgin Mix) Asphalt; \$47.63 per ton SM12.5 (Virgin Mix) Asphalt; \$46.43 per ton SM19A (Virgin Mix) Asphalt; and Delivery Charge of \$2.73 per ton and, if approved, authorize the Mayor and City Clerk to execute the contract documents on behalf of the City of Pittsburg once prepared.

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Approval of the Economic Development Advisory Committee's recommendation to forgive Ron and Dora Ware's 2017 loan installment in the amount of \$5,458.88, as Mr. and Mrs. Ware have met the requirements for loan forgiveness as stipulated in their loan agreement with the City.

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Approval of staff recommendation to reappoint Barbara Tims to a second four-year term and appoint Dr. Bienvenido S. Cortes to a first four-year term as members of the Pittsburg Public Library Board of Trustees effective May 1, 2017, and to expire on April 30, 2021.

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Approval of staff recommendation to recognize the April 28th and August 25th, 2017, Art Walks as community events, and to approve the application submitted by Kelci Cooper dba the Southeast Kansas Humane Society for Cereal Malt Beverage license to operate a beer garden on Broadway between 5th Street and 6th Street during the two Art Walk events, with patrons under 21 to be allowed entry into the beer garden area, and authorize the City Clerk to issue the Cereal Malt Beverage license.

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DOWNTOWN ADVISORY BOARD ANNUAL REPORT - Leah Posterick, Chairman of the Downtown Advisory Board, will present the Board's annual report.

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FUNDS ISSUANCE EXTENSION - LIMELIGHT MARKETING - Consider the recommendation of the Economic Development Advisory Committee (EDAC) to grant the request submitted by Brandee Johnson, owner of Limelight Marketing, to extend the time allowed to draw down the remaining \$40,000 in funding from her original loan in the amount of \$50,000 until April of 2018.

Limelight Memo 58

FORGIVABLE LOAN - NPC, INTERNATIONAL - Consider the recommendation of the Economic Development Advisory Committee (EDAC) to commit a \$50,000 forgivable loan from the Revolving Loan Fund (RLF) toward the expansion of the Pittsburgh corporate NPC, International facility located at 720 West 20th Street, with \$25,000 to be forgiven in April of 2019 if NPC creates ten new jobs and the remaining \$25,000 to be forgiven in April of 2020 if a total of fifteen jobs are created.

NPC Memo 59

ENGINEERING DESIGN AGREEMENT - NORTH WALNUT STREET EXTENSION BETWEEN 28TH STREET AND 29TH STREET - Staff is requesting Governing Body approval of the scoped work to be performed under the master services agreement between the City and Olsson Associates for roadway design and creation of bid documents for the improvements at a cost not to exceed \$59,473.

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CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, April 11, 2017
5:30 PM

CALL TO ORDER BY THE MAYOR:

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

REORGANIZATION OF THE BOARD OF COMMISSIONERS:

- a. Mayor Elected from Members of the Governing Body.
- b. New Mayor Sworn In and Seated by the City Clerk.
- c. Presentation of Ceremonial Gavel to outgoing Mayor Ketterman.
- d. President of the Board of Commissioners Elected from Members of the Governing Body.
- e. President of the Board Sworn In and Seated by City Clerk.

CONSENT AGENDA:

- a. Approval of the March 28, 2017, City Commission Meeting minutes.
- b. Approval of staff recommendation to designate The Morning Sun as the official City newspaper.
- c. Approval of staff recommendation to designate BMO Harris Bank, Community National Bank, Commerce Bank, Equity Bank, Labette Bank, Landmark Bank, and University Bank as official City depositories.
- d. Approval of Ordinance No. G-1267, amending subsection (e) and subsection (f) of Section 78-33 of the Pittsburg City Code setting the maximum speed limit on Rouse Avenue between Centennial Drive and the north City limit to 35 miles per hour; reducing the speed limit from 40 miles per hour to 35 miles per hour on the sections between 1st Street to Quincy and between 11th Street and the north City limits, and if approved, authorize the Mayor to sign the Ordinance on behalf of the City.

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, April 11, 2017
5:30 PM

- e. Approval of staff recommendation to award the bid for mowing services for the KCS Railroad Right of Way for the 2017 mowing season to the low bidder, Martin Medina Lawn Mowing Service, of Pittsburg, based on their bid of \$1,000.00 per mowing and, if approved, authorize the Mayor and City Clerk to execute the contract documents once prepared.
- f. Approval of staff recommendation to award the bid for mowing services for the SEK Railroad Right of Way for the 2017 mowing season to the low bidder, Andrew Tractor Works, LLC, of Pittsburg, for their bid of \$1,435.00 per mowing, based on the City's local preference policy, and, if approved, authorize the Mayor and City Clerk to execute the contract documents once prepared.
- g. Approval of staff recommendation to award the bid for mowing services for the 2017 mowing season of the Industrial Park to the low bidder, Andrew Tractor Works, LLC, from Pittsburg based on their bid of \$1,414.60 per mowing and, if approved, authorize the Mayor and City Clerk to execute the contract documents once prepared.
- h. Approve staff recommendation to award the bid for the provision of asphalt concrete material for the 2017 City Sales Tax Street Program and Crawford County, Kansas consisting of an estimated combined total of 17,750 tons of asphaltic concrete base and surface mix to the low bidder meeting specifications, Heckert Construction Co., Inc., of Pittsburg, based on their low bids of: \$48.92 per ton SM9.5 (Virgin Mix) Asphalt; \$47.63 per ton SM12.5 (Virgin Mix) Asphalt; \$46.43 per ton SM19A (Virgin Mix) Asphalt; and Delivery Charge of \$2.73 per ton and, if approved, authorize the Mayor and City Clerk to execute the contract documents on behalf of the City of Pittsburg once prepared.
- i. Approval of staff request to declare a certain vehicle as surplus and authorize staff to dispose of the vehicle through the online auction services of Purple Wave, Inc.
- j. Approval of the Economic Development Advisory Committee's recommendation to forgive Ron and Dora Ware's 2017 loan installment in the amount of \$5,458.88, as Mr. and Mrs. Ware have met the requirements for loan forgiveness as stipulated in their loan agreement with the City.

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, April 11, 2017
5:30 PM

- k. Approval of staff recommendation to reappoint Barbara Tims to a second four-year term and appoint Dr. Bienvenido S. Cortes to a first four-year term as members of the Pittsburg Public Library Board of Trustees effective May 1, 2017, and to expire on April 30, 2021.
- l. Approval of the application submitted by Mehul Shah for a 2017 Cereal Malt Beverage License for Snak Atak #5, located at 1101 East 4th Street, and authorize the City Clerk to issue the license.
- m. Approval of the application submitted by MLS Entertainment for a Dance Hall License for 505, located at 505 North Broadway, effective April 12th, 2017, and to expire on August 20th, 2017, and authorize the City Clerk to issue the license.
- n. Approval of staff recommendation to recognize the April 28th and August 25th, 2017, Art Walks as community events, and to approve the application submitted by Kelci Cooper dba the Southeast Kansas Humane Society for a Cereal Malt Beverage license to operate a beer garden on Broadway between 5th Street and 6th Street during the two Art Walk events, with patrons under 21 to be allowed entry into the beer garden area, and authorize the City Clerk to issue the Cereal Malt Beverage license.
- o. Approval of the Appropriation Ordinance for the period ending April 11, 2017 subject to the release of HUD expenditures when funds are received.
ROLL CALL VOTE.

SPECIAL PRESENTATION:

- a. DOWNTOWN ADVISORY BOARD ANNUAL REPORT - Leah Posterick, Chairman of the Downtown Advisory Board, will present the Board's annual report.

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, April 11, 2017
5:30 PM

CONSIDER THE FOLLOWING:

- a. FUNDS ISSUANCE EXTENSION - LIMELIGHT MARKETING - Consider the recommendation of the Economic Development Advisory Committee (EDAC) to grant the request submitted by Brandee Johnson, owner of Limelight Marketing, to extend the time allowed to draw down the remaining \$40,000 in funding from her original loan in the amount of \$50,000 until April of 2018. **Approve or disapprove recommendation and, if approved, authorize the Mayor to sign the appropriate documents on behalf of the City.**

- b. FORGIVABLE LOAN - NPC, INTERNATIONAL - Consider the recommendation of the Economic Development Advisory Committee (EDAC) to commit a \$50,000 forgivable loan from the Revolving Loan Fund (RLF) toward the expansion of the Pittsburg corporate NPC, International facility located at 720 West 20th Street, with \$25,000 to be forgiven in April of 2019 if NPC creates ten new jobs and the remaining \$25,000 to be forgiven in April of 2020 if a total of fifteen jobs are created. **Approve or disapprove recommendation and, if approved, authorize the Mayor to sign the appropriate documents on behalf of the City.**

- c. ENGINEERING DESIGN AGREEMENT - NORTH WALNUT STREET EXTENSION BETWEEN 28TH STREET AND 29TH STREET - Staff is requesting Governing Body approval of the scoped work to be performed under the master services agreement between the City and Olsson Associates for roadway design and creation of bid documents for the improvements at a cost not to exceed \$59,473. **Approve or disapprove staff request and, if approved, authorize the Mayor and staff to sign the appropriate documents 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
March 28th, 2017

A Regular Session of the Board of Commissioners was held at 5:35 p.m. on Tuesday, March 28th, 2017, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor John Ketterman presiding and the following members present: Jeremy Johnson, Chuck Munsell, and Patrick O'Bryan. Commissioner Michael Gray participated by phone.

Mayor Ketterman led the flag salute.

PUBLIC INPUT - Matt O'Malley, Director of The Lord's Diner; Larry Fields, 1704 North Locust; and Joe Dellasega, 2106 Countryside Drive, expressed concern regarding the management of the Besse Hotel.

APPROVAL OF MINUTES – MARCH 14, 2017 - On motion of Munsell, seconded by O'Bryan, the Governing Body approved the March 14, 2017, City Commission Meeting minutes as submitted. Motion carried.

APPROPRIATION ORDINANCE – On motion of Munsell, seconded by O'Bryan, the Governing Body approved the Appropriation Ordinance for the period ending March 28th, 2017, subject to the release of HUD expenditures when funds are received with the following roll call vote: Yea: Gray, Johnson, Ketterman, O'Bryan and Munsell. Motion carried.

PROPERTY AND LIABILITY INSURANCE RENEWAL – On motion of Johnson, seconded by Munsell, the Governing Body approved staff recommendation to renew the City's property and liability insurance policy with EMC Insurance Company, for the period of April 1, 2017 to April 1, 2018, in the amount of \$296,820, with the net premium cost of \$245,820 when considering the 2017 dividend, estimated to be approximately \$51,000. Motion carried.

NON-AGENDA REPORTS AND REQUESTS:

ADJOURNMENT: On motion of O'Bryan, seconded by Johnson, the Governing Body adjourned the meeting at 5:49 p.m. Motion carried.

John Ketterman, Mayor

ATTEST:

Tammy Nagel, City Clerk



Interoffice Memorandum

TO: Daron Hall, City Manager
FROM: Tammy Nagel, City Clerk
DATE: March 14, 2017
SUBJECT: Agenda Item – Designation of Official Newspaper

Kansas Statutes require that the Official City Newspaper be designated by formal Governing Body action. It is our practice to designate the Official Newspaper each year following reorganization of the Board of Commissioners.

I would recommend that we continue to utilize *The Morning Sun* as the City's Official Newspaper.

Please place an item on the agenda for the City Commission Meeting of April 11th, 2017, designating *The Morning Sun* as the Official City Newspaper.

I will be available to answer any questions at your convenience. Thank you.



Interoffice Memorandum

TO: Daron Hall, City Manager
FROM: Jamie Clarkson, Director of Finance
DATE: March 14, 2017
SUBJECT: Agenda Item – Designation of Official Depositories

As you are aware, Kansas Statutes require that Official City Depositories be designated by formal Governing Body action, and it is the practice to designate these depositories each year following reorganization of the Board of Commissioners.

I recommend continuing with the facilities we are currently using. These are BMO Harris Bank, Community National Bank, Commerce Bank, Equity Bank, Labette Bank, Landmark Bank, and University Bank.

Please place an item on the agenda for the City Commission Meeting of April 11th, 2017, designating these banking institutions as Official City Depositories.

I will be available to answer any questions at your convenience. Thank you.

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: CAMERON ALDEN
Director of Public Works

DATE: April 5, 2017

SUBJECT: Memo Agenda Item – April 11, 2017
Ordinance No. G-1267 which amends Section 33 of the Standard
Traffic Ordinance; maximum speed limits.

The City staff discussed the speed limits on Rouse Street throughout the City Limits. In 2016, the speed limit on Rouse between Quincy and Centennial was lowered to 35. Changes to the traffic patterns and speed include but are not limited to increased pedestrian traffic, increased residential development, and increased commercial and residential development. Consistency in driver speed as well as enforcement of a uniform speed limit were concerns brought forth by the Police Department. The Traffic Advisory Board was unanimous in its recommendation to have the speed limit set at 35 mph from the northernmost City Limit to Centennial. In this regard, Ordinance No. G-1267 has been prepared to reflect these changes in speed limit.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, April 11, 2017. Action being requested is approval of Ordinance No. G-1267.

Attachment: Ordinance No. G-1267

(Published in The Morning Sun on _____, 2017)

ORDINANCE NO. G-1267

AN ORDINANCE amending subsection (e) and subsection (f) of Section 78-33 of the Pittsburg City Code setting the maximum speed limit on Rouse Avenue between Centennial Drive and the north City limit to 35 miles per hour; reducing the speed limit from 40 miles per hour to 35 miles per hour on the sections between 1st Street to Quincy and between 11th Street and the north City limits

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

Section 1: Sec. 78-33. - Amendment to Section 33 of the Standard Traffic Ordinance; maximum speed limits.

(a) Except as set forth herein, and when a special hazard exists that requires lower speed for compliance with Section 78-32, the limits specified in this Section or established as authorized in this Section shall be maximum lawful speeds, and no person shall drive a vehicle at a speed in excess of such maximum limits:

- (1) 20 miles per hour in the planned central business district;
- (2) 20 miles per hour in or adjacent to any park; except for East 4th Street next to Schlanger Park;
- (3) 55 miles per hour on U.S. Highway 69; and
- (4) 30 miles per hour in all other locations.

The maximum speed limit established by or pursuant to this subsection shall be of force and effect regardless of whether signs are posted giving notice thereof.

(b) No person shall drive a school bus to or from school or interschool or intraschool functions or activities at a speed greater than 45 miles per hour on any roadway having dirt, sand or gravel surface, and in no event shall a school bus be driven to and from school or activities in excess of 55 miles per hour, notwithstanding any maximum speed limit in excess thereof. The provisions of this subsection shall apply to buses used for the transportation of students enrolled in community junior colleges or area vocational schools when such buses are transporting students to or from school functions or activities.

(c) The Governing Body having determined upon the basis of an engineering and traffic investigation that the speed limit permitted under state law and subsection (a) of this Section is greater than is reasonable or safe under the conditions found to exist upon the following streets and/or parts of streets, declares that the reasonable and safe speed limit on the streets and/or parts of streets herein designated to be 20 miles per hour and

when appropriate signs are erected giving notice of such speed limit, no person shall drive a vehicle in excess of 20 miles per hour on the following streets and/or parts of streets:

- (1) On East Lindburg Avenue between South Broadway Street and south Joplin Avenue;
- (2) On South Joplin Avenue between Miller Street and Suncrest Drive;
- (3) On East Cleveland Avenue between South Joplin Avenue and South Broadway Street;
- (4) On South Joplin Avenue between Carlton Avenue and Ford Avenue;
- (5) On North Michigan Street between East 14th and East 17th Streets; and
- (6) On Memorial Drive between North Walnut Street and North Catalpa Avenue.
- (7) On Broadway Street between 11th Street and 14th Street.

(d) The Governing Body having determined upon the basis of an engineering and traffic investigation that the speed limit permitted under state law and subsection (a) of this Section is less than is reasonable or safe under the conditions found to exist upon such streets, declares that the reasonable and safe speed limit on the streets and/or parts of the streets designated to be 30 miles per hour and when appropriate signs are erected giving notice of such speed limit, no person shall drive a vehicle in excess of 30 miles per hour on Broadway Street between 2nd Street and Kansas Street.

(e) The Governing Body having determined upon the basis of an engineering and traffic investigation that the speed limit permitted under state law and subsection (a) of this Section is less than is reasonable or safe under the conditions found to exist upon such streets, declares that the reasonable and safe speed limit on the streets and/or parts of the streets designated to be 40 miles per hour and when appropriate signs are erected giving notice of such speed limit, no person shall drive a vehicle in excess of 40 miles per hour on the following streets and/or parts of streets:

- (1) On Centennial Drive from California Street to the east City limits;
- (2) On East 4th Street from Water Street to the east City limits;
- (3) On North Broadway Street from West 24th Street to the north City limits; and
- (4) On East Quincy Avenue from a point 330 feet east of Bitner Terrace to the easternmost City limit.

(f) The reasonable and safe speed limit on the streets and/or parts of streets designated shall be 35 miles per hour, and, when appropriate signs are erected giving

notice of such speed limit, no person shall drive a vehicle in excess of 35 miles per hour on the following streets and/or parts of streets:

- (1) On Joplin Street from Washington Street to Quincy Street;
- (2) On Michigan Street from 20th Street to Atkinson Drive;
- (3) On Joplin Street from 20th Street to Atkinson Drive;
- (4) On East 27th Street between Rouse Street and the east City limits;
- (5) On Rotary Terrace in the Pittsburg Regional Industrial Park;
- (6) On East Atkinson Drive from Michigan Street to the east City limits; and
- (7) On Free King Highway from 4th Street to the north City limits.
- (8) On North Broadway Street from 14th Street to mid-block between 23rd Street and 24th Street.
- (9) On Rouse Avenue from Centennial Drive to the north City limits.

(g) The Governing Body having determined, upon the basis of an engineering and traffic investigation, that the speed limit permitted under state law and subsection (a) of this Section is greater than is reasonable or safe under the conditions found to exist upon streets and/or parts of streets abutting and/or adjacent to school property, declares that the reasonable and safe speed limit on such streets and/or parts of streets to be 20 miles per hour and when appropriate signs are erected giving notice of such speed limit, no person shall drive a vehicle in excess of 20 miles per hour between the hours of 7:30 a.m. to 4:30 p.m. on such abutting and/or adjacent streets as well as on the following streets and/or parts of streets:

George Nettels Zone:

West from the intersection of Deill and Homer to Fieldcrest Drive;

One-half block west of the intersection of Ford and Homer;

One-half block east of the intersection of Deill and Homer;

One-half block east of the intersection of Deill and Normal;

One-half block east of the intersection of Ford and Homer;

One-half block south of the intersection of Deill and Homer;

One-half block north of the intersection of Ford and Homer

Lakeside Zone:

One-half block south of the intersection of Adams and College and the intersection of Adams and Olive;

One-half block north of the intersection of Washington and College and the intersection of Washington and Olive;

One-half block west of the intersection of College and Adams and the intersection of College and Washington;

One-half block east of the intersection of Olive and Adams and the intersection of Olive and Washington.

Westside Zone:

One-half block south of the intersection of 5th and Miles;

One-half block north of the intersection of 6th and Miles;

One-half block west of the intersection of Miles and 5th and the intersection of Miles and 6th;

Between West 5th and West 6th on Olive.

Pittsburg Middle School Zone:

One-half block north of the intersection of 14th and Elm;

One-half block east of the intersection of 14th and Elm;

One-half block east of the intersection of 13th and Joplin;

One-half block west of the intersections of North Broadway and 12th, 13th, and 14th;

From East 11th Street to one-half block north of East 14th Street on Broadway;

From East 11th Street to one-half block north of East 14th Street on Joplin.

Meadowlark Zone:

Three-quarter block south of the intersections of 20th Street and Home;

One-half block east of the intersections of 20th Street and Home;

One-half block west of the intersections of 20th Street and Home.

Colgan-St. Mary's Zone:

One-half block south of the intersection of 9th and Locust and 9th and Elm;

One-half block north of the intersections of 10th and Locust and 10th and Elm;

One-half block east of the intersections of Elm and 10th and Elm and 9th;

One-half block west of the intersections of Locust and 10th and Locust and 9th.

(h)The Governing Body having determined upon the basis of an engineering and traffic investigation that the maximum speed limit allowed under state law on Free King Highway from the intersection of East 4th Street to the center of the intersection with Countryside Drive is less than is reasonable or safe under the conditions found to exist upon such street, declares that the reasonable and safe speed limit on such street to be 35 miles per hour and when appropriate signs are erected giving notice of such speed limit, no person shall drive a vehicle in excess of 35 miles per hour thereon.

(i)The Governing Body having determined upon the basis of an engineering and traffic investigation that the maximum speed limit allowed under state law is less than is reasonable or safe under the conditions found to exist upon the following streets, declares that the reasonable and safe maximum speed limit on the streets or parts of streets herein designated to be 45 miles per hour and when appropriate signs are erected giving notice of such speed limit, no person shall drive a vehicle in excess of 45 miles per hour thereon:

(1) On Atkinson Road from the west line of U.S. 69 Highway to the center of the intersection with 200th Street; and

(2) On Free King Highway from the center of the intersection with Countryside Drive to the center of the intersection with Atkinson Road.

Section 2: Violation of this Ordinance shall be a traffic infraction, and any person found guilty of violating the provisions hereof shall be subject to the same penalty provided in Section 78-36 in said Code of the City of Pittsburg, Kansas.

Section 3: This Ordinance shall take force and effect following its publication in the official city paper.

PASSED AND APPROVED this ____ day of _____, 2017.

Mayor –

ATTEST:



DEPARTMENT OF PUBLIC WORKS

201 West 4th Street · Pittsburg KS
66762

(620) 231-4100

www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: CAMERON ALDEN
Director of Public Works

DATE: April 5, 2017

SUBJECT: Memo Agenda Item – April 11, 2017
Award for KCS Railroad Right of Way Mowing Services

The City of Pittsburg requested bids for the KCS Railroad Right of Way mowing services for 2017. The City received four (4) responses. Staff recommends awarding the 2017 KCS Railroad Right of Way Mowing Services to Martin Medina Lawn Mowing Service for \$1,000.00 per mowing. Mowing would only be done upon the direction of City Staff.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, April 11, 2017. Action necessary will be the approval or disapproval of staff recommendation to award the KCS Railroad Right of Way mowing services to Martin Medina Lawn Mowing Service and authorize the Mayor to sign the appropriate documents on behalf of the City of Pittsburg.

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

Attachment: Bid Recap

Cc: Tammy Nagel, City Clerk
Project File
Memo File



Bid Recapitulation Sheet
2017 Railroad ROW Lawn Mowing Services
Tuesday, March 28th, 2017 -- 2:00 p.m.

| Name and Address of Bidder | SEK Railroad ROW Per Mowing/Trimming | KCS Railroad ROW Per Mowing/Trimming |
|---|---|---|
| Andrew Tractor Works, LLC 1709 West 20 th Street Pittsburg, Kansas 66762 | \$1,435.00 | \$1,600.00 |
| Martin Medina Lawn Mowing Service 703 East 8 th Street Pittsburg, Kansas 66762 | \$300.00 | \$1000.00 |
| T&C Lawn Care 1035 240 th Ft. Scott, Kansas 66701 | \$1,395.00 | \$1,395.00 |
| Vance Lawn Care 187 East 570 th Avenue Girard, Kansas 66743 | \$1,639.00 | \$1,739.00 |
| | | |



DEPARTMENT OF PUBLIC WORKS

201 West 4th Street · Pittsburg KS
66762

(620) 231-4100

www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: CAMERON ALDEN
Director of Public Works

DATE: April 5, 2017

SUBJECT: Memo Agenda Item – April 11, 2017
Award for SEK Railroad Right of Way Mowing Services

The City of Pittsburg requested bids for the SEK Railroad Right of Way mowing services for 2017. The City received four (4) responses. After conversations with the apparent low bidder, Martin Medina Lawn Mowing Service has retracted their existing bid. Staff recommends awarding the 2017 SEK Railroad Right of Way mowing services to Andrew Tractor Works, LLC, of Pittsburg, for \$1,435.00 per mowing based on the City's local preference policy. Mowing will only be completed upon the direction of City Staff.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, April 11, 2017. Action necessary will be the approval or disapproval of staff recommendation to award the SEK Railroad Right of Way mowing services to Andrew Tractor Works, LLC and authorize the Mayor to sign the appropriate documents on behalf of the City of Pittsburg.

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

Attachment: Bid Recap

Cc: Tammy Nagel, City Clerk
Project File
Memo File



Bid Recapitulation Sheet
2017 Railroad ROW Lawn Mowing Services
Tuesday, March 28th, 2017 -- 2:00 p.m.

| Name and Address of Bidder | SEK Railroad ROW Per Mowing/Trimming | KCS Railroad ROW Per Mowing/Trimming |
|---|---|---|
| Andrew Tractor Works, LLC 1709 West 20 th Street Pittsburg, Kansas 66762 | \$1,435.00 | \$1,600.00 |
| Martin Medina Lawn Mowing Service 703 East 8 th Street Pittsburg, Kansas 66762 | \$300.00 | \$1000.00 |
| T&C Lawn Care 1035 240 th Ft. Scott, Kansas 66701 | \$1,395.00 | \$1,395.00 |
| Vance Lawn Care 187 East 570 th Avenue Girard, Kansas 66743 | \$1,639.00 | \$1,739.00 |
| | | |



DEPARTMENT OF PUBLIC WORKS

201 West 4th Street · Pittsburg KS
66762

(620) 231-4100

www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: CAMERON ALDEN
Director of Public Works

DATE: April 5, 2017

SUBJECT: Memo Agenda Item – April 11, 2017
Award for Industrial Park Lawn Mowing Services

The City of Pittsburg requested bids for the Industrial Park Lawn Mowing services for 2017. The City received three (3) responses. Staff recommends awarding the 2017 Industrial Park Lawn Mowing Services to Andrew Tractor Works, LLC for \$1,414.60 per mowing. Mowing would only be done upon the direction of City Staff.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, April 11, 2017. Action necessary will be the approval or disapproval of staff recommendation to award the Industrial Park Lawn Mowing Services to Andrew Tractor Works, LLC and authorize the Mayor to sign the appropriate documents on behalf of the City of Pittsburg.

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

Attachment: Bid Recap

Cc: Tammy Nagel, City Clerk
Project File
Memo File



Bid Recapitulation Sheet
2017 Industrial Park Lawn Mowing Services
Tuesday, March 28th, 2017 -- 2:00 p.m.

| Name and Address of Bidder | TOTAL LS Per Mowing/ Trimming | NE Reg Ind Park Per Mowing/ Trimming | R&D Park West Per Mowing/ Trimming | Stockade Ind. Park Per Mowing/ Trimming | PSU Land Per Mowing/ Trimming |
|---|--|---|---|--|--|
| Andrew Tractor Works, LLC 1709 West 20 th Street Pittsburg, Kansas 66762 | \$1,414.60 | \$255.20 | \$255.20 | \$255.20 | \$649.00 |
| Martin Medina Lawn Mowing Service 703 East 8 th Street Pittsburg, Kansas 66762 | \$2,170.70 | \$420.70 | \$400.00 | \$550.00 | \$900.00 |
| Vance Lawn Care 187 East 570 th Avenue Girard, Kansas 66743 | \$1,719.00 | \$300.00 | \$319.00 | \$350.00 | \$750.00 |
| | | | | | |
| | | | | | |

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: CAMERON ALDEN
Director of Public Works

DATE: April 3, 2017

SUBJECT: Agenda Item – April 11, 2017
Disposition of Bids
2017 Sales Tax Program Asphalt Material

Bids were received on Tuesday, March 28th, 2017, for the provision of asphaltic concrete materials for the 2017 City Sales Tax Street Program and the Crawford County Engineer's Office consisting of an estimated combined total of 17,750 tons of asphaltic concrete base and surface mix. After reviewing the bids received, staff is recommending that the bid be awarded to the low bidder meeting specifications, Heckert Construction Co., Inc., of Pittsburg (see attached bid tabulation).

Please place this item on the agenda for the City Commission Meeting scheduled for Tuesday, April 11th, 2017. Action necessary will be approval or disapproval of the recommendation to award the bid to the lowest bidder and, if approved, authorize the Mayor and City Clerk to sign the contract documents once prepared.

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

Attachment: Bid Tabulation



The City of Pittsburg and Crawford County, Kansas
2017 Sales Tax Street Program Asphalt Material
Tuesday, March 28th, 2017 -- 2:00 p.m.

| Name and Address of Bidder | SM9.5 Asphalt (Per Ton) Virgin Mix & Less \$ For (RAP) | SM12.5 Asphalt (Per Ton) Virgin Mix & Less \$ For (RAP) | SM19A Asphalt (Per Ton) Virgin Mix & Less \$ For (RAP) | Driving Distance (Plant to 4 th & US69) | Minimum Tonnage For Start- Up/ Start- Up Charge | Delivery Charge to City of Pittsburg |
|--|---|---|---|--|---|---|
| Blevins Asphalt Construction Co., Inc. P.O. Box 230 Mt. Vernon, MO 65712 | VM \$49.00 | VM \$49.00 | VM \$49.00 | 35 mi. Carthage, MO | 40 | \$9.50/ton |
| | Less \$2.00 | Less \$2.00 | Less \$2.00 | | N/A | |
| Heckert Construction Co., Inc. 746 E. 520 th Ave. Pittsburg, KS 66762 | VM \$48.92 | VM \$47.63 | VM \$46.43 | 5 mi. Pittsburg | 75 | \$2.73/ton |
| | Less \$3.28 | Less \$3.28 | Less \$3.28 | | \$475.00 | |
| Teeter’s Asphalt & Materials, LLC P.O. Box 414 Quapaw, OK 74363 | Type C – Mix \$45.00 | | | 38 mi. Picher, OK | 30 | \$12.00/ton |
| | Type B - Mix \$45.00 | | | | N/A | |
| | Type A - Mix \$45.00 | | | | | |
| | *No allowance for up to 15% recycle. | | | | | |

NOTE: City expects to pick up asphalt material at the Plant. Bid documents provided a \$0.30 per mile per ton additional amount to be added to bid.

| | |
|------------------------|--|
| Blevins Asphalt – | 35 mi. x \$0.30 x 2 (Round Trip) = \$21.00/ton |
| Heckert Construction – | 05 mi. x \$0.30 x 2 (Round Trip) = \$ 3.00/ton |
| Teeter's Asphalt – | 38 mi. x \$0.30 x 2 (Round Trip) = \$22.80/ton |



DEPARTMENT OF PUBLIC UTILITIES

1506 N. 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: April 4, 2017

SUBJECT: Agenda Item – April 11, 2017
Surplus Property Declaration

The Department of Public Utilities is seeking Governing Body action to declare the following vehicle as surplus property:

| EQUIPMENT CODE | MAKE | VIN/ID/SERIAL NUMBER |
|-----------------|----------------|----------------------|
| 332-042 (52-26) | 2000 Ford F150 | 1FTZF1822YNC12723 |

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, April 11th, 2017. Action being requested is for the City Commission to declare the above vehicle as surplus and authorize City staff to dispose of it through the online auctioning services of Purple Wave, Inc.

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



Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Economic Development Director

DATE: April 5, 2017

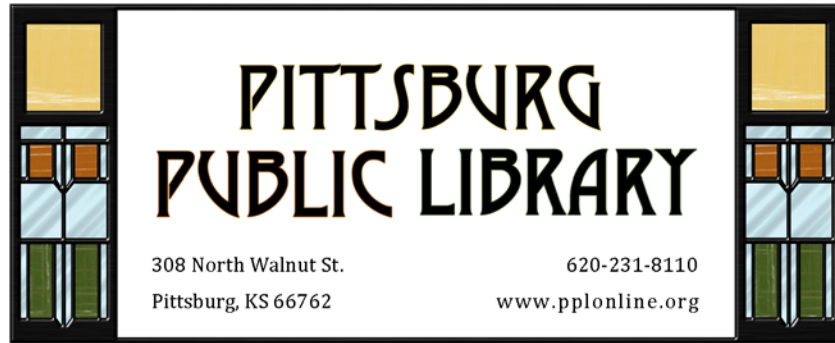
SUBJECT: April 11, 2017 Agenda Item
Ron and Dora Ware loan forgiveness

On May 16, 2012, the City of Pittsburgh entered into a \$25,000 forgivable loan agreement with Ron and Dora Ware to help renovate and expand their business at 801 W. 20th Street. In return, the Wares agreed to the following annual benchmarks required through 2017 in order to qualify for loan forgiveness:

- *The Wares must invest at least \$101,324 of their own funds in the project
- *The Wares must enter into and complete a five-year lease agreement with Volvo Construction Equipment Rents, Inc.

The Wares have provided verification that both of these benchmarks have been met, so the Economic Development Advisory Committee has recommended forgiveness for this year's final installment of the loan. This amount would be \$5,458.88.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, April 11, 2017. Action being requested is the approval or denial of the loan forgiveness recommendation and, if approved, authorize the Mayor to sign the appropriate documents.



March 20, 2017

Daron Hall
City Manager
Pittsburg, KS 66762

Dear Daron,

On behalf of the library Board of Trustees, I would like to request that the City Commission appoint Dr. Bienvenido S. Cortes to replace Mark Kolarik as a member of the library board. Mark has been an outstanding board member and has served the maximum two terms.

Dr. Cortes is Associate Dean and MBA Director at Pittsburg State University. Dr. Cortes has an extensive background in finance and international economics and will bring a fresh perspective to the library board. Dr. Cortes and his family have been long-time library users and his wife Paige currently serves on Friends of the Library board. Dr. Cortes is also very active in the community and I believe he will be a strong advocate for the library and a great asset to the library's Board of Trustees.

In addition, Barbara Tims is eligible to be reappointed to a second term on the board.

I am very pleased that we have two such exceptional candidates for the Library Board of Trustees.

Thank you for your assistance in this matter.

Sincerely,

Bev Clarkson, Director
Pittsburg Public Library

INTEROFFICE MEMORANDUM

To: Daron Hall, City Manager
From: Kim Vogel, Director of Parks and Recreation
CC: Tammy Nagel, City Clerk
Date: April 5, 2017
Subject: 2017 Pittsburg Art Walk Events

Staff is requesting the approval of the application for a Cereal Malt Beverage License to Kelci Cooper, doing business as the Humane Society, for both of the ArtWalk dates. Sales will take place from 5:00 pm until 9:00 pm between 5th and 6th Streets on Broadway.

Heather Horton, on behalf of Pittsburg ArtWalk, is requesting two events to be held in downtown Pittsburg during 2017. The dates requested for the 2017 events are Friday, April 28th and Friday, August 25th. Mrs. Horton is requesting that Broadway be blocked from 4th to 7th street during the hours of 3:30 pm – 10:00 pm during each of the events. Hours of operation are scheduled to be from 5:00 pm to 9:00 pm.

As done in previous years, Mrs. Horton is requesting City staff to assist with the logistics of closing Broadway. She is requesting that the Parks Division assist with supplying a reasonable amount of tables and chairs for the event and that the Europe Park restroom be open to patrons. She is also requesting the beer garden to be placed on Broadway from 5th – 6th streets and that officers assist at each entrance to assure that no alcoholic beverages leave the area.

In this regard would you please place an item on the April 11, 2017 City Commission agenda? Action requested by staff is the approval of the Art Walk dates of April 28, 2017 and August 25, 2017 along with closure of Broadway from 4th Street to 7th Street, and the approval of the Cereal Malt Beverage License to Kelci Cooper, doing business as the Humane Society.

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

Art Walk Beer Garden



- Entry/Exit
- Barricades
- Trash Cans



Department of Public Works
201 E 4th Street
Pittsburg, KS 66762
(620) 231-4100
Fax (620) 231-2103
Website: www.pittks.org

For all Type 1, 3, 4 and 5 events a \$25.00 non-refundable application fee is assessed to the application.
Type 2 events have a \$10.00 non-refundable application fee

Special Event Application Form

A complete application must be submitted a minimum of 21 days prior to the event date for an administrative permit. Permits which require City Commission approval require additional processing time.

Date: January 30, 2017

APPLICANT INFORMATION:

Applicant's Name: Heather Horton

Company/Group Sponsoring Event: Pittsburg ArtWalk

Address: 311 N. Broadway Pittsburg Kansas 66762
City State Zip

Phone () 620.231.2253 Fax: () NA

Email: pittsburgartwalk@gmail.com

EVENT INFORMATION:

Event Name: Pittsburg ArtWalk

Event Address/Location: Downtown Pittsburg - 4th to 7th Street

Property Owner: City of Pittsburg, KS

Proposed Dates: April 28th & August 25

Anticipated Number of Attendance: 500+

Proposed Hours of Operation: 5:00 a.m./p.m. to 9:00 a.m./p.m.

Block off 3:30 - 10:00



Department of Public Works
201 E 4th Street
Pittsburg, KS 66762
(620) 231-4100
Fax (620) 231-2103
Website: www.pittks.org

Step 2: Special Event Permit Application Form

Office Use Only

A complete application must be submitted a minimum of 21 days prior to the event date for an administrative permit. Permits which require City Commission approval require additional processing time.

ADDITIONAL EVENT INFORMATION:

1. Will a tent be used for this event? Yes X No

If yes: TENTS MAY BE USED BUT WILL NOT BE AFFIXED TO THE STREET AND ARE RESPONSIBILITY OF THE VENDOR/ARTIST

- Note the dimensions of the tent 8 ft. X 8 ft.
- Note the type of tent: Open/Canopy OPEN CANOPY Enclosed

Please note that Kansas One Call (Dig Safe) must be contacted before any stakes are driven. The number for Kansas One Call is 800-344-7233 (800-DIG-SAFE).

2. Will temporary signage be used? Yes X No

- Please note that a temporary sign permit must be obtained from the Codes Enforcement Division, 620-231-4100, 201 West 4th Street, Pittsburg, KS 66762

3. Will there be any flames? Yes X No

If yes: HIPPY CLAY MAY DO SOME RAKU POTTERY - HE HAS FIRED POTTERY FOR THE LAST 5 YEARS AND KNOWS NECESSARY FIRE SUPPRESSION METHODS

- Please describe the use and what fire protection measures are to be taken IF ALAN KIRBY TAKES PART IN THIS YEARS ART WALK AND DOES LIVE

DEMONSTRATIONS OF RAKU POTTERY HE WILL BLOCK OFF HIS EXPO

SPACE AND HAVE PROPER FIRE SUPPRESSION EQUIPMENT AS REQUIRED.

4. Does this event involve fireworks? NO

- If **yes**, please indicate which class of fireworks.

_____ Class C

_____ Class B If Class B, please provide the Federal and/or State approved license and required insurance for the shooter.

EVENTS INVOLVING SALES

5. Does this event involve sales? Yes X No _____

- If **yes**, please provide your Kansas Sales Tax ID Number SENK0887051F01
- If you are not required to collect Kansas Sales Tax, please provide your exemption information. _____

Contact the Kansas Department of Revenue, Kansas Tax Assistance, (785) 368-8222, for information regarding the Kansas Sales Tax ID Number and Sales Tax Requirements.

- If your business is **not** based in Kansas a transient merchant license must be obtained from the Crawford County Clerk's office at (620) 724-6115 or 1-888-504-8683.

EVENTS INVOLVING ALCOHOL

6. Will you be selling alcohol? Yes X No _____

- If **yes**, selling alcohol or 3.2 beer requires licenses from the City and/or State of Kansas. (Additional time may be needed to process this request.)
 - For information from the City contact the City Clerk at (620) 231-4100.
 - For information from the State contact Kansas Department of Revenue Alcohol Beverage Control Office at 785-296-7015.

Section 36-104 of the Pittsburg Zoning Ordinance contains requirements for Administrative Permit. If the event does not meet these requirements, it will be necessary to obtain City Commission approval. These conditions may include but are not limited to sec 36-105. Staff will contact you during the review of this permit application if it is not possible to process the permit administratively.

EVENT DESCRIPTION: A description must be provided which includes the following information:

WRITTEN DESCRIPTION: Please use the provided blank spaces for this information or attach documentation with the required information.

- Describe the activities that will occur with this event.
- Note any changes that may be required to traffic flow on the site, adjacent roadways, or any changes necessary for the transit route.
- Explain any provisions that will be made for security or parking.
- Describe proposed site maintenance; including how the site will be cleaned following the event as well as how sanitation will be maintained during the event.
- Note anticipated attendance.
- Describe how protection for pedestrians will be provided during the event. Vehicle and pedestrian circulation must be separated.
- Note provisions, if any, that are being made for portable toilets for event (include provider and disposal contractor).

GRAPHIC DESCRIPTION

Please provide the following graphic information on an aerial photograph or site plan of the area: (Some locations where aerial maps may be obtained on googleearth.com, bing.com/maps, mapquest.com or terrserver.com.)

- Location and dimensions of the event area.
- Distance from road right-of-way.
- Location and dimensions of any structures (tents, stages, booths, etc.) used for the event.
- Location and dimension of activity areas associated with the event.
- Location and materials used to separate activity area from parking or other areas, if needed.
- If vendors are associated with the event show their location, with dimensions, along with the type of structure to be used.
- If portable toilets will be used, show number and location on the site plan.
- Any other information which pertains to the event.

EVENT DESCRIPTION:

The Pittsburg ArtWalk is an event focused on connecting the residents of Pittsburg - and surrounding communities - with artists in their area, with hopes of stimulating the Arts in Southeast Kansas. At the Pittsburg ArtWalk, artists display their works in shop windows, streetside, and even in the center of the street, encouraging guests to mingle throughout the downtown area freely. Performance Art, interactive community art, live music and select food vendors will also be present at the event. By strategically placing this event in the heart of Downtown Pittsburg, this event will also increase foot traffic to our beloved downtown and its businesses, many of which stay open late to welcome guests during the event. We are proud to say this is the Pittsburg ArtWalks 11th Year in Downtown Pittsburg.

ACTIVITIES:

Art displays – completed work on display during the event

Art Live – in progress works being completed during the event

Performance Art – Pre-Approved performance art

Live Music – local musicians performing in Europe Park or streetside

Food Vendors – Pre-Selected, licensed food vendors

Community Art – interactive art activities for the community to participate in during the event

TRAFFIC FLOW:

This event will require street closure on Broadway from 4th and Broadway northbound to 7th and Broadway by use of barricades. Barricades will also be used on either side of Broadway at each intersection (either side of 5th street at Broadway, etc.) to ensure patrons can enjoy this event without the interference of motorists. Motorists will be able to pass East to West on 4th street however timed by traffic lights as usual.

PARKING/SECURITY:

Parking for this event will be self-serve and mainly on side streets and empty business parking lots – given the event is an after hours, weekend event. The Pittsburg Police is gracious in providing officers to monitor the event as they see fit. This community security measure is something the ArtWalk is grateful for and the number of officers provided for this event is at the discretion of the Pittsburg Police.

SITE MAINTENANCE:

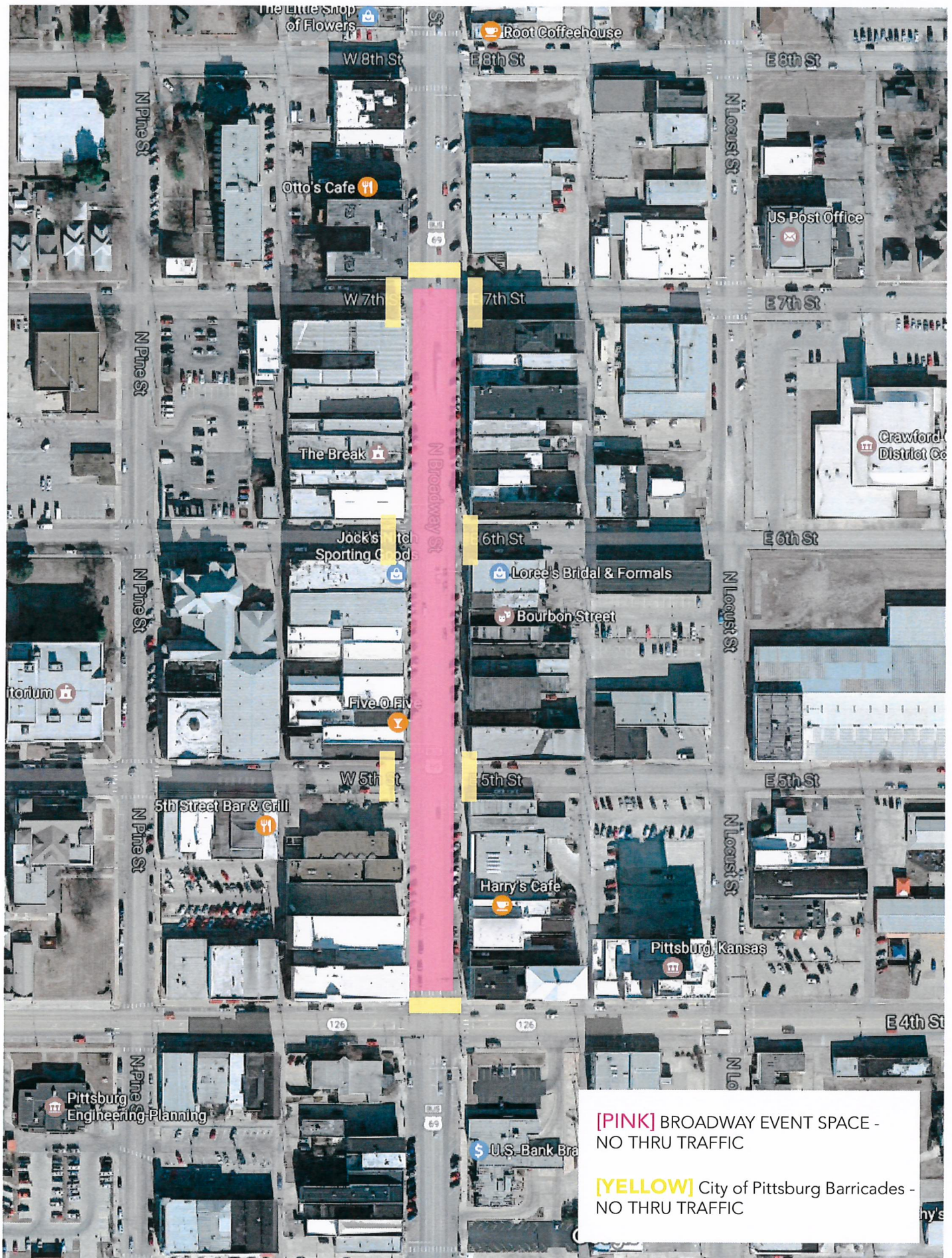
Each artist, vendor or performer is responsible for setting up their space at the beginning of the event as well as breaking it down upon the event's completion. No portable sanitation receptacles will be provided for this event. At the end of the event ArtWalk volunteers will walk the site to pick up trash, however City personnel may need to empty trash after the event due to increased garbage.

ANTICIPATED ATTENDANCE:

This event typically welcomes approximately 500 people during the course of the four hour event, given good weather.

ADDITIONAL NEEDS:

In the past we have worked with Jeff Wilbert to help plan for and set up the event. Jeff (the City) would loan us tables, chairs, large trash cans and barricades to block off motorist traffic. Jeff would also help set up and break down the barricades for the event. We could use help with these things this year and hope someone with the City would be able to lend a hand in Jeff's absence.



HOLTZMAN, ANDREA L

From: Pittsburg ArtWalk <pittsburgartwalk@gmail.com>
Sent: Monday, January 30, 2017 4:20 PM
To: HOLTZMAN, ANDREA L
Subject: SPECIAL EVENTS PERMIT REQUEST - PITTSBURG ARTWALK
Attachments: SPECIAL EVENTS PERMIT 1.30.17.pdf

Andrea,

Attached here is the Pittsburg ArtWalk's request form for a Special Events Permit. Per your direction I noted the two dates we will be doing ArtWalks - April 28 and August 25 - on a single form.

Please feel free to contact me (Shawnee Lorenz) at the number below or Heather Horton our fearless leader at Sweet Designs Cakery for questions/more information.

Thanks again for your help and talk to you soon!

-Shawnee Lorenz
Pittsburg ArtWalk Volunteer
cell: 620.875.2053

VENDOR SET: 99 City of Pittsburg, KS
BANK: * ALL BANKS
DATE RANGE: 3/22/2017 THRU 4/04/2017

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|----------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 7478 | KENNETH PERRIN | | | | | | | |
| 7478 | KENNETH PERRIN | | | | | | | |
| M-CHECK | KENNETH PERRIN | UNPOST | V 4/04/2017 | | | 179163 | | 792.58CR |
| C-CHECK | VOID CHECK | | V 3/24/2017 | | | 179264 | | |
| C-CHECK | VOID CHECK | | V 3/24/2017 | | | 179265 | | |

| | | | | |
|---------------------|---------------|----------------|-----------|--------------|
| * * 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: | 3 VOID DEBITS | 0.00 | | |
| | VOID CREDITS | 792.58CR | 792.58CR | 0.00 |

TOTAL ERRORS: 0

| | | | | |
|--------------------------------|----|----------------|-----------|--------------|
| | NO | INVOICE AMOUNT | DISCOUNTS | CHECK AMOUNT |
| VENDOR SET: 99 BANK: * TOTALS: | 3 | 792.58CR | 0.00 | 0.00 |
| BANK: * TOTALS: | 3 | 792.58CR | 0.00 | 0.00 |

VENDOR SET: 99 City of Pittsburg, KS
 BANK: 80144 BMO HARRIS BANK
 DATE RANGE: 3/22/2017 THRU 4/04/2017

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 2004 | AIRE-MASTER OF AMERICA, INC. | R | 3/24/2017 | | | 179247 | | 16.40 |
| 1 | BLANCHARD, MORGAN | R | 3/24/2017 | | | 179248 | | 250.00 |
| 7441 | BUTLER COMMUNICATIONS, LLC | R | 3/24/2017 | | | 179249 | | 629.00 |
| 6545 | CENTER POINT INC | R | 3/24/2017 | | | 179250 | | 129.89 |
| 5283 | CLASS LTD | R | 3/24/2017 | | | 179251 | | 47.40 |
| 4263 | COX COMMUNICATIONS KANSAS LLC | R | 3/24/2017 | | | 179252 | | 17.85 |
| 0375 | WICHITA WATER CONDITIONING, IN | R | 3/24/2017 | | | 179253 | | 1.99 |
| 6923 | HUGO'S INDUSTRIAL SUPPLY INC | R | 3/24/2017 | | | 179254 | | 487.14 |
| 1 | LAMB, DAN & LESLIE | R | 3/24/2017 | | | 179255 | | 200.00 |
| 7665 | CHRISTINA LLOYD | R | 3/24/2017 | | | 179256 | | 235.51 |
| 7007 | MANPOWER, INC | R | 3/24/2017 | | | 179257 | | 528.00 |
| 7666 | NUTTER ELECTRIC LLC | R | 3/24/2017 | | | 179258 | | 4,264.85 |
| 0175 | REGISTER OF DEEDS | R | 3/24/2017 | | | 179259 | | 18.00 |
| 0188 | SECRETARY OF STATE | R | 3/24/2017 | | | 179260 | | 25.00 |
| 7270 | SECURITY 1ST TITLE, LLC | R | 3/24/2017 | | | 179261 | | 240.00 |
| 0349 | UNITED WAY OF CRAWFORD COUNTY | R | 3/24/2017 | | | 179262 | | 76.77 |
| 2350 | WASTE CORPORATION OF MISSOURI | R | 3/24/2017 | | | 179263 | | 831.00 |
| 1108 | WESTAR ENERGY | R | 3/24/2017 | | | 179266 | | 2,928.22 |
| 5371 | PITTSBURG FAMILY YMCA | R | 3/24/2017 | | | 179267 | | 206.28 |
| 7436 | YOUNG & ASSOCIATES, P.A. | R | 3/24/2017 | | | 179268 | | 4,274.25 |
| 0027 | YP, LLC | R | 3/24/2017 | | | 179269 | | 102.19 |
| 1 | MID-AMERICA PROPERTIES | R | 3/24/2017 | | | 179270 | | 10,357.26 |

VENDOR SET: 99 City of Pittsburg, KS
 BANK: 80144 BMO HARRIS BANK
 DATE RANGE: 3/22/2017 THRU 4/04/2017

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 7007 | MANPOWER, INC | R | 3/27/2017 | | | 179271 | | 528.00 |
| 6154 | 4 STATE MAINTENANCE SUPPLY INC | R | 3/31/2017 | | | 179272 | | 67.68 |
| 5506 | MIKE E BROWN | R | 3/31/2017 | | | 179273 | | 320.00 |
| 6887 | TRAVIS CARLTON | R | 3/31/2017 | | | 179274 | | 60.00 |
| 7614 | HAROLD RANDOLF MONROE | R | 3/31/2017 | | | 179275 | | 2,520.00 |
| 7599 | ASHTEN DIONNE CLARK | R | 3/31/2017 | | | 179276 | | 60.00 |
| 7517 | CRAW-KAN TELEPHONE COOPERATIVE | R | 3/31/2017 | | | 179277 | | 71.13 |
| 0375 | WICHITA WATER CONDITIONING, IN | R | 3/31/2017 | | | 179278 | | 12.99 |
| 6088 | EMERGENCY RESPONSE SOLUTIONS, | R | 3/31/2017 | | | 179279 | | 269.00 |
| 6740 | FELD FIRE | R | 3/31/2017 | | | 179280 | | 92.60 |
| 6358 | FIRE X INC | R | 3/31/2017 | | | 179281 | | 20.00 |
| 7345 | MIKE FORD | R | 3/31/2017 | | | 179282 | | 352.00 |
| 6923 | HUGO'S INDUSTRIAL SUPPLY INC | R | 3/31/2017 | | | 179283 | | 347.18 |
| 6196 | KANSAS MUNICIPAL JUDGES ASSOCI | R | 3/31/2017 | | | 179284 | | 25.00 |
| 0226 | KDOR LIQUOR TAX | R | 3/31/2017 | | | 179285 | | 33.24 |
| 7007 | MANPOWER, INC | R | 3/31/2017 | | | 179286 | | 528.00 |
| 7305 | TAYLOR MARTIN | R | 3/31/2017 | | | 179287 | | 340.00 |
| 7670 | NORTHSTAR MEDICAL EQUIPMENT | R | 3/31/2017 | | | 179288 | | 152.10 |
| 1 | NOTARY PUBLIC UNDERWRITERS | R | 3/31/2017 | | | 179289 | | 75.00 |
| 1 | ORR, EVAN AMES | R | 3/31/2017 | | | 179290 | | 651.00 |
| 5969 | JOSEPH G POLLARD CO INC | R | 3/31/2017 | | | 179291 | | 278.76 |
| 7499 | GORDON D RICKETTS | R | 3/31/2017 | | | 179292 | | 280.00 |

VENDOR SET: 99 City of Pittsburg, KS
 BANK: 80144 BMO HARRIS BANK
 DATE RANGE: 3/22/2017 THRU 4/04/2017

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 7660 | LOGAN ROBERTS | R | 3/31/2017 | | | 179293 | | 60.00 |
| 7325 | TODD A FISHER | R | 3/31/2017 | | | 179294 | | 256.00 |
| 5589 | VERIZON WIRELESS SERVICES, LLC | R | 3/31/2017 | | | 179295 | | 571.08 |
| 1108 | WESTAR ENERGY | R | 3/31/2017 | | | 179296 | | 365.60 |
| 7481 | TIMOTHY CASHERO | R | 3/31/2017 | | | 179297 | | 428.61 |
| 7599 | ASHTEN DIONNE CLARK | R | 3/31/2017 | | | 179298 | | 130.44 |
| 6865 | MICHAEL S COLE | R | 3/31/2017 | | | 179299 | | 173.92 |
| 7305 | TAYLOR MARTIN | R | 3/31/2017 | | | 179300 | | 80.00 |
| 7671 | BRADLEY L MATKIN | R | 3/31/2017 | | | 179301 | | 350.00 |
| 7480 | RODGER PETRAIT | R | 3/31/2017 | | | 179302 | | 57.92 |
| 7499 | GORDON D RICKETTS | R | 3/31/2017 | | | 179303 | | 80.00 |
| 1 | GROTHER, TERRY | R | 4/04/2017 | | | 179320 | | 2,546.49 |
| 1 | HOFFMAN, HILMA | R | 4/04/2017 | | | 179321 | | 2,400.00 |
| 7478 | KENNETH PERRIN | R | 4/04/2017 | | | 179323 | | 792.58 |
| 0026 | STANDARD INSURANCE COMPANY | D | 4/03/2017 | | | 999999 | | 1,288.72 |
| 0046 | ETTINGERS OFFICE SUPPLY | E | 3/27/2017 | | | 999999 | | 739.26 |
| 0046 | ETTINGERS OFFICE SUPPLY | E | 4/03/2017 | | | 999999 | | 11.95 |
| 0054 | JOPLIN SUPPLY COMPANY | E | 4/03/2017 | | | 999999 | | 622.55 |
| 0055 | JOHN'S SPORT CENTER, INC. | E | 3/27/2017 | | | 999999 | | 245.00 |
| 0062 | LINDSEY SOFTWARE SYSTEMS, INC. | E | 3/27/2017 | | | 999999 | | 1,454.00 |
| 0062 | LINDSEY SOFTWARE SYSTEMS, INC. | E | 4/03/2017 | | | 999999 | | 924.00 |
| 0087 | FORMS ONE, LLC | E | 4/03/2017 | | | 999999 | | 68.00 |

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DATE RANGE: 3/22/2017 THRU 4/04/2017

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 0101 | BUG-A-WAY INC | E | 4/03/2017 | | | 999999 | | 60.00 |
| 0105 | PITTSBURG AUTOMOTIVE INC | E | 3/27/2017 | | | 999999 | | 553.11 |
| 0105 | PITTSBURG AUTOMOTIVE INC | E | 4/03/2017 | | | 999999 | | 463.56 |
| 0112 | MARRONES INC | E | 4/03/2017 | | | 999999 | | 110.20 |
| 0117 | THE MORNING SUN | E | 4/03/2017 | | | 999999 | | 111.26 |
| 0135 | PITTSBURG AREA CHAMBER OF COMM | E | 3/27/2017 | | | 999999 | | 400.00 |
| 0202 | CLIFF HIX ENGINEERING INC | E | 3/27/2017 | | | 999999 | | 65.00 |
| 0207 | PEPSI-COLA BOTTLING CO OF PITT | E | 4/03/2017 | | | 999999 | | 92.80 |
| 0276 | JOE SMITH COMPANY, INC. | E | 3/27/2017 | | | 999999 | | 144.55 |
| 0292 | UNIFIRST CORPORATION | E | 3/27/2017 | | | 999999 | | 120.30 |
| 0294 | COPY PRODUCTS, INC. | E | 4/03/2017 | | | 999999 | | 1,296.26 |
| 0300 | PITTSBURG FORD-MERCURY, INC. | E | 3/27/2017 | | | 999999 | | 1,157.88 |
| 0321 | KP&F | D | 3/24/2017 | | | 999999 | | 39,267.46 |
| 0329 | O'MALLEY IMPLEMENT CO INC | E | 4/03/2017 | | | 999999 | | 27.42 |
| 0335 | CUSTOM AWARDS, LLC | E | 4/03/2017 | | | 999999 | | 9.91 |
| 0422 | DEMCO, INC | E | 3/27/2017 | | | 999999 | | 264.68 |
| 0525 | 3M | E | 3/27/2017 | | | 999999 | | 603.00 |
| 0577 | KANSAS GAS SERVICE | E | 3/27/2017 | | | 999999 | | 10,465.49 |
| 0597 | MIDWEST MINERALS INC | E | 3/27/2017 | | | 999999 | | 34.63 |
| 0627 | BOETTCHER SUPPLY INC | E | 3/27/2017 | | | 999999 | | 111.54 |
| 0636 | SAM BROWN & SON SHEET METAL | E | 3/27/2017 | | | 999999 | | 1,585.00 |
| 0659 | PAYNES INC | E | 4/03/2017 | | | 999999 | | 301.93 |

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| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 0728 | ICMA | D | 3/24/2017 | | | 999999 | | 871.23 |
| 0746 | CDL ELECTRIC COMPANY INC | E | 3/27/2017 | | | 999999 | | 637.50 |
| 0746 | CDL ELECTRIC COMPANY INC | E | 4/03/2017 | | | 999999 | | 410.92 |
| 0806 | JOHN L CUSSIMANIO | E | 3/27/2017 | | | 999999 | | 76.00 |
| 0823 | TOUCHTON ELECTRIC INC | E | 3/27/2017 | | | 999999 | | 40.00 |
| 0823 | TOUCHTON ELECTRIC INC | E | 4/03/2017 | | | 999999 | | 287.60 |
| 0844 | HY-FLO EQUIPMENT CO | E | 3/27/2017 | | | 999999 | | 113.54 |
| 1050 | KPERS | D | 3/24/2017 | | | 999999 | | 35,179.78 |
| 1097 | BARCO MUNICIPAL PRODUCTS INC | E | 3/27/2017 | | | 999999 | | 329.36 |
| 1290 | CMI INC | E | 3/27/2017 | | | 999999 | | 346.50 |
| 1321 | SHARP'S AUTOBODY CLINIC | E | 4/03/2017 | | | 999999 | | 2,651.90 |
| 1478 | KANSASLAND TIRE OF PITTSBURG | E | 3/27/2017 | | | 999999 | | 1,046.60 |
| 1490 | ESTHERMAE TALENT | E | 4/03/2017 | | | 999999 | | 25.00 |
| 2025 | SOUTHERN UNIFORM & EQUIPMENT L | E | 3/27/2017 | | | 999999 | | 435.09 |
| 2025 | SOUTHERN UNIFORM & EQUIPMENT L | E | 4/03/2017 | | | 999999 | | 458.91 |
| 2767 | BRENNTAG SOUTHWEST, INC | E | 4/03/2017 | | | 999999 | | 2,024.80 |
| 3079 | COMMERCE BANK | D | 3/30/2017 | | | 999999 | | 39,857.27 |
| 3192 | MUNICIPAL CODE CORP | E | 3/27/2017 | | | 999999 | | 774.40 |
| 3241 | CHARLES P SIMPSON | E | 4/03/2017 | | | 999999 | | 300.00 |
| 3255 | FRED VAN BECELAERE GREENHOUSE | E | 4/03/2017 | | | 999999 | | 73.00 |
| 3570 | AMERICAN EXPRESS, INC | D | 4/04/2017 | | | 999999 | | 102.58 |
| 3964 | CALLAWAY GOLF | E | 3/27/2017 | | | 999999 | | 2,750.00 |

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| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 4126 | EMERGENCY MEDICAL PRODUCT INC | E | 4/03/2017 | | | 999999 | | 107.45 |
| 4390 | SPRINGFIELD JANITOR SUPPLY, IN | E | 4/03/2017 | | | 999999 | | 528.76 |
| 4520 | ETS CORPORATION | D | 4/03/2017 | | | 999999 | | 7,480.13 |
| 5003 | SOUTHEAST KANSAS FIREFIGHTERS | E | 4/03/2017 | | | 999999 | | 125.00 |
| 5014 | MID-AMERICA SANITATION | E | 3/27/2017 | | | 999999 | | 2,699.00 |
| 5236 | SHOWCASES | E | 3/27/2017 | | | 999999 | | 731.01 |
| 5275 | US LIME COMPANY-ST CLAIR | E | 3/27/2017 | | | 999999 | | 4,294.44 |
| 5308 | BUS ANDREWS EQUIPMENT INC | E | 3/27/2017 | | | 999999 | | 554.60 |
| 5340 | COMMERCE BANK TRUST | E | 3/30/2017 | | | 999999 | | 29,346.23 |
| 5590 | HD SUPPLY WATERWORKS, LTD. | E | 4/03/2017 | | | 999999 | | 10,413.80 |
| 5648 | LAW OFFICE OF JASON WISKE LLC | E | 3/27/2017 | | | 999999 | | 150.00 |
| 5677 | BANK OF AMERICA, INC | D | 4/04/2017 | | | 999999 | | 305.03 |
| 5770 | KANSAS CITY FREIGHTLINER SALES | E | 3/27/2017 | | | 999999 | | 327.91 |
| 5855 | SHRED-IT US JV LLC | E | 3/27/2017 | | | 999999 | | 92.23 |
| 5855 | SHRED-IT US JV LLC | E | 4/03/2017 | | | 999999 | | 179.96 |
| 5862 | HEATHER HORTON | E | 4/03/2017 | | | 999999 | | 120.00 |
| 5889 | MIKE'S REPAIR & FABRICATION LL | E | 4/03/2017 | | | 999999 | | 26.00 |
| 5904 | TASC | D | 3/24/2017 | | | 999999 | | 7,557.22 |
| 6117 | ALEXANDER OPEN SYSTEMS, INC | E | 4/03/2017 | | | 999999 | | 44,851.93 |
| 6298 | KEVAN L SCHUPBACH | E | 4/04/2017 | | | 999999 | | 700.00 |
| 6391 | DOWNTOWN PITTSBURG HOUSING PAR | E | 4/03/2017 | | | 999999 | | 129.00 |
| 6394 | KEVIN HALL | E | 4/03/2017 | | | 999999 | | 200.00 |

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| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 6415 | GREAT WEST TANDEM KPERS 457 | D | 3/24/2017 | | | 999999 | | 3,793.00 |
| 6524 | ELLIOTT EQUIPMENT COMPANY | E | 4/03/2017 | | | 999999 | | 419.60 |
| 6822 | ELIZABETH BRADSHAW | E | 4/03/2017 | | | 999999 | | 549.00 |
| 6846 | GREENWAY ELECTRIC, INC. | E | 4/03/2017 | | | 999999 | | 30,323.70 |
| 6875 | DARON HALL | E | 3/27/2017 | | | 999999 | | 63.06 |
| 6926 | MARTIN KYLE SAYRE | E | 4/03/2017 | | | 999999 | | 250.00 |
| 6952 | ADP INC | D | 3/24/2017 | | | 999999 | | 5,515.13 |
| 6952 | ADP INC | D | 3/31/2017 | | | 999999 | | 673.50 |
| 6995 | SUMMER WARREN | E | 4/03/2017 | | | 999999 | | 360.00 |
| 7028 | MATTHEW L. FRYE | E | 4/03/2017 | | | 999999 | | 400.00 |
| 7038 | SIGNET COFFEE ROASTERS | E | 3/27/2017 | | | 999999 | | 41.25 |
| 7038 | SIGNET COFFEE ROASTERS | E | 4/03/2017 | | | 999999 | | 86.25 |
| 7100 | FIRST UNITED METHODIST CHURCH | E | 4/03/2017 | | | 999999 | | 40.00 |
| 7250 | PITTSBURG UNIFIED SCHOOL DISTR | E | 3/27/2017 | | | 999999 | | 52,330.00 |
| 7283 | CORESOURCE, INC | D | 3/23/2017 | | | 999999 | | 29,956.08 |
| 7283 | CORESOURCE, INC | D | 3/30/2017 | | | 999999 | | 27,572.83 |
| 7285 | ALLSTATE BENEFITS | D | 3/28/2017 | | | 999999 | | 794.45 |
| 7290 | DELTA DENTAL OF KANSAS INC | D | 3/24/2017 | | | 999999 | | 5,036.20 |
| 7290 | DELTA DENTAL OF KANSAS INC | D | 3/31/2017 | | | 999999 | | 2,214.20 |
| 7378 | D & M IRON WORKS | E | 4/03/2017 | | | 999999 | | 920.00 |
| 7401 | JAMI L CROWDER | E | 3/27/2017 | | | 999999 | | 1,533.14 |
| 7559 | MEGAN LYNN MUNGER | E | 4/03/2017 | | | 999999 | | 72.00 |

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 7629 | EARLES ENGINEERING & INSPECTIO | E | 4/03/2017 | | | 999999 | | 1,500.00 |
| 7630 | LIBERTY NATIONAL | D | 4/03/2017 | | | 999999 | | 1,768.95 |
| 7655 | HW ACQUISITIONS, PA | E | 3/27/2017 | | | 999999 | | 82.00 |
| 7663 | GOLF & SPORT SOLUTIONS, LLC | E | 4/03/2017 | | | 999999 | | 4,609.15 |

| | | | | | |
|---------------------|----|--------------|----------------|-----------|--------------|
| * * T O T A L S * * | NO | | INVOICE AMOUNT | DISCOUNTS | CHECK AMOUNT |
| REGULAR CHECKS: | 58 | | 41,243.32 | 0.00 | 41,243.32 |
| HAND CHECKS: | 0 | | 0.00 | 0.00 | 0.00 |
| DRAFTS: | 18 | | 209,233.76 | 0.00 | 209,233.76 |
| EFT: | 82 | | 223,980.87 | 0.00 | 223,980.87 |
| 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: 80144TOTALS: | 158 | | 474,457.95 | 0.00 | 474,457.95 |
| BANK: 80144 TOTALS: | 158 | | 474,457.95 | 0.00 | 474,457.95 |

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| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 6585 | CLASS HOMES 1 LLC | R | 4/03/2017 | | | 179304 | | 142.00 |
| 7585 | ECONOMIC SECURITY CORPORATION | R | 4/03/2017 | | | 179305 | | 365.32 |
| 6746 | JOHNSON COUNTY HOUSING AUTHORI | R | 4/03/2017 | | | 179306 | | 1,334.16 |
| 7616 | STEVE KUPLIN | R | 4/03/2017 | | | 179307 | | 750.00 |
| 1601 | GRAIG MOORE | R | 4/03/2017 | | | 179308 | | 1,204.00 |
| 1800 | DAN RODABAUGH | R | 4/03/2017 | | | 179309 | | 500.00 |
| 6451 | NAZAR SAMAN | R | 4/03/2017 | | | 179310 | | 421.00 |
| 0472 | LARRY SPRESSER, LLC | R | 4/03/2017 | | | 179311 | | 552.00 |
| 4636 | WESTAR ENERGY, INC. (HAP) | R | 4/03/2017 | | | 179312 | | 1,360.00 |
| 0234 | KENNETH A THORNTON | E | 4/04/2017 | | | 999999 | | 312.00 |
| 0372 | CONNER REALTY | E | 4/04/2017 | | | 999999 | | 350.00 |
| 0855 | CHARLES HOSMAN | E | 4/04/2017 | | | 999999 | | 96.00 |
| 1008 | BENJAMIN M BEASLEY | E | 4/04/2017 | | | 999999 | | 1,158.00 |
| 1231 | JOHN LOVELL | E | 4/04/2017 | | | 999999 | | 575.00 |
| 1609 | PHILLIP H O'MALLEY | E | 4/04/2017 | | | 999999 | | 2,977.00 |
| 1638 | VERNON W PEARSON | E | 4/04/2017 | | | 999999 | | 927.00 |
| 1688 | DORA WARE | E | 4/04/2017 | | | 999999 | | 508.00 |
| 1982 | KENNETH N STOTTS, SR | E | 4/04/2017 | | | 999999 | | 1,354.52 |
| 1985 | RICK A MOORE | E | 4/04/2017 | | | 999999 | | 203.00 |
| 2542 | CHARLES YOST | E | 4/04/2017 | | | 999999 | | 890.00 |
| 2624 | JAMES ZIMMERMAN | E | 4/04/2017 | | | 999999 | | 1,263.00 |
| 2850 | VENITA STOTTS | E | 4/04/2017 | | | 999999 | | 920.00 |

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| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 2913 | KENNETH N STOTTS JR | E | 4/04/2017 | | | 999999 | | 491.00 |
| 3067 | STEVE BITNER | E | 4/04/2017 | | | 999999 | | 5,818.68 |
| 3082 | JOHN R JONES | E | 4/04/2017 | | | 999999 | | 361.00 |
| 3114 | PATRICIA BURLESON | E | 4/04/2017 | | | 999999 | | 613.00 |
| 3142 | COMMUNITY MENTAL HEALTH CENTER | E | 4/04/2017 | | | 999999 | | 796.00 |
| 3193 | WILLIAM CROZIER | E | 4/04/2017 | | | 999999 | | 1,059.00 |
| 3218 | CHERYL L BROOKS | E | 4/04/2017 | | | 999999 | | 864.00 |
| 3272 | DUNCAN HOUSING LLC | E | 4/04/2017 | | | 999999 | | 4,615.00 |
| 3273 | RICHARD F THENIKL | E | 4/04/2017 | | | 999999 | | 1,266.00 |
| 3294 | JOHN R SMITH | E | 4/04/2017 | | | 999999 | | 437.62 |
| 3593 | REMINGTON SQUARE APARTMENTS , | E | 4/04/2017 | | | 999999 | | 8,550.12 |
| 3668 | MID AMERICA PROPERTIES OF PITT | E | 4/04/2017 | | | 999999 | | 2,811.00 |
| 3708 | GILMORE BROTHERS RENTALS | E | 4/04/2017 | | | 999999 | | 267.00 |
| 3724 | YVONNE L. ZORNES | E | 4/04/2017 | | | 999999 | | 712.00 |
| 3746 | JAROLD BONBRAKE | E | 4/04/2017 | | | 999999 | | 652.00 |
| 4054 | MICHAEL A SMITH | E | 4/04/2017 | | | 999999 | | 1,334.00 |
| 4218 | MEADOWLARK TOWNHOUSES | E | 4/04/2017 | | | 999999 | | 3,793.00 |
| 4492 | PITTSBURG SENIORS | E | 4/04/2017 | | | 999999 | | 3,612.00 |
| 4523 | TODD A TROWBRIDGE | E | 4/04/2017 | | | 999999 | | 565.00 |
| 4752 | S & N MANAGEMENT, LLC | E | 4/04/2017 | | | 999999 | | 325.00 |
| 4786 | JENNIFER STANLEY | E | 4/04/2017 | | | 999999 | | 510.00 |
| 4928 | PITTSBURG STATE UNIVERSITY | E | 4/04/2017 | | | 999999 | | 192.00 |

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| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 5039 | VANETA MATHIS | E | 4/04/2017 | | | 999999 | | 275.00 |
| 5154 | JERRY FRAZIER | E | 4/04/2017 | | | 999999 | | 397.00 |
| 5393 | CARLOS ANGELES | E | 4/04/2017 | | | 999999 | | 2,607.00 |
| 5549 | DELBERT BAIR | E | 4/04/2017 | | | 999999 | | 262.00 |
| 5583 | ROBERT L NANKIVELL SR | E | 4/04/2017 | | | 999999 | | 204.00 |
| 5653 | PEGGY HUNT | E | 4/04/2017 | | | 999999 | | 113.00 |
| 5658 | DEANNA J HIGGINS | E | 4/04/2017 | | | 999999 | | 159.00 |
| 5676 | BARBARA TODD | E | 4/04/2017 | | | 999999 | | 31.00 |
| 5854 | ANTHONY A SNYDER | E | 4/04/2017 | | | 999999 | | 527.00 |
| 5885 | CHARLES T GRAVER | E | 4/04/2017 | | | 999999 | | 401.00 |
| 5906 | JOHN HINRICHS | E | 4/04/2017 | | | 999999 | | 209.00 |
| 5939 | EDNA RUTH TRENT IRREVOCABLE TR | E | 4/04/2017 | | | 999999 | | 244.00 |
| 5957 | PASTEUR PROPERTIES LLC | E | 4/04/2017 | | | 999999 | | 5,472.00 |
| 5961 | LARRY VANBECELAERE | E | 4/04/2017 | | | 999999 | | 101.00 |
| 6002 | SALLY THRELFALL | E | 4/04/2017 | | | 999999 | | 251.00 |
| 6090 | RANDAL BENNEFELD | E | 4/04/2017 | | | 999999 | | 1,617.76 |
| 6101 | ELM STREET RENTALS INC | E | 4/04/2017 | | | 999999 | | 1,074.00 |
| 6108 | TILDEN BURNS | E | 4/04/2017 | | | 999999 | | 63.00 |
| 6130 | T & K RENTALS LLC | E | 4/04/2017 | | | 999999 | | 1,033.00 |
| 6161 | MICHAEL J STOTTS | E | 4/04/2017 | | | 999999 | | 177.00 |
| 6172 | ANDREW ALEX WACHTER | E | 4/04/2017 | | | 999999 | | 262.00 |
| 6227 | REGGIE BOLLINGER | E | 4/04/2017 | | | 999999 | | 668.00 |

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| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 6295 | DAVID L PETERSON | E | 4/04/2017 | | | 999999 | | 963.00 |
| 6298 | KEVAN L SCHUPBACH | E | 4/04/2017 | | | 999999 | | 7,036.00 |
| 6306 | BALKANS DEVELOPMENT LLC | E | 4/04/2017 | | | 999999 | | 751.00 |
| 6317 | RONALD L EMERSON | E | 4/04/2017 | | | 999999 | | 204.00 |
| 6322 | R JAMES BISHOP | E | 4/04/2017 | | | 999999 | | 1,082.00 |
| 6391 | DOWNTOWN PITTSBURG HOUSING PAR | E | 4/04/2017 | | | 999999 | | 3,942.00 |
| 6394 | KEVIN HALL | E | 4/04/2017 | | | 999999 | | 747.00 |
| 6441 | HEATHER D MASON | E | 4/04/2017 | | | 999999 | | 1,049.00 |
| 6464 | PRO X PROPERTY SOLUTIONS, LLC | E | 4/04/2017 | | | 999999 | | 2,828.00 |
| 6507 | MARTHA E MOORE | E | 4/04/2017 | | | 999999 | | 735.00 |
| 6655 | B&H DEVELOPERS, INC | E | 4/04/2017 | | | 999999 | | 2,227.00 |
| 6657 | OZARKS AREA COMMUNITY ACTION C | E | 4/04/2017 | | | 999999 | | 549.63 |
| 6673 | JUDITH A COLLINS | E | 4/04/2017 | | | 999999 | | 821.00 |
| 6868 | DAVID SIMPSON (308) | E | 4/04/2017 | | | 999999 | | 215.00 |
| 6886 | DELBERT BAIR | E | 4/04/2017 | | | 999999 | | 438.00 |
| 6916 | STILWELL HERITAGE & EDUCATIONA | E | 4/04/2017 | | | 999999 | | 5,946.56 |
| 6953 | CARL ULEPICH | E | 4/04/2017 | | | 999999 | | 456.00 |
| 7024 | KIMBERLY GRISSOM | E | 4/04/2017 | | | 999999 | | 1,047.00 |
| 7083 | PITTSBURG HEIGHTS, LP | E | 4/04/2017 | | | 999999 | | 5,191.00 |
| 7112 | RANDY VILELA | E | 4/04/2017 | | | 999999 | | 728.00 |
| 7220 | TIMOTHY ADAM | E | 4/04/2017 | | | 999999 | | 250.00 |
| 7222 | MICHAEL WILBER | E | 4/04/2017 | | | 999999 | | 223.00 |

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| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 7232 | JAMES TODD LOVELL | E | 4/04/2017 | | | 999999 | | 159.00 |
| 7294 | AMMP PROPERTIES, LLC | E | 4/04/2017 | | | 999999 | | 535.00 |
| 7312 | JASON HARRIS | E | 4/04/2017 | | | 999999 | | 225.00 |
| 7326 | RANDY ALLEE | E | 4/04/2017 | | | 999999 | | 240.00 |
| 7344 | TERRY O BARTLOW | E | 4/04/2017 | | | 999999 | | 241.00 |
| 7385 | EAST 600 PROPERTIES, LLC | E | 4/04/2017 | | | 999999 | | 295.00 |
| 7393 | TERESA MCCLURE | E | 4/04/2017 | | | 999999 | | 500.00 |
| 7562 | THOMAS E SILOVSKY | E | 4/04/2017 | | | 999999 | | 351.00 |
| 7579 | ROBERT COBB | E | 4/04/2017 | | | 999999 | | 734.00 |
| 7581 | REX LINVILLE | E | 4/04/2017 | | | 999999 | | 333.00 |
| 7582 | KIRK A DUNCAN | E | 4/04/2017 | | | 999999 | | 265.00 |
| 7612 | ENDICOTT RENTALS, LLC | E | 4/04/2017 | | | 999999 | | 563.00 |
| 7638 | JENNY MUELLER | E | 4/04/2017 | | | 999999 | | 712.45 |
| 7668 | JOHN BEST | E | 4/04/2017 | | | 999999 | | 61.07 |
| 7669 | CHARLES GILMORE | E | 4/04/2017 | | | 999999 | | 104.40 |

| | | | | | | |
|---------------------|--|----|--------------|----------------|-----------|--------------|
| * * T O T A L S * * | | NO | | INVOICE AMOUNT | DISCOUNTS | CHECK AMOUNT |
| REGULAR CHECKS: | | 9 | | 6,628.48 | 0.00 | 6,628.48 |
| HAND CHECKS: | | 0 | | 0.00 | 0.00 | 0.00 |
| DRAFTS: | | 0 | | 0.00 | 0.00 | 0.00 |
| EFT: | | 94 | | 110,073.81 | 0.00 | 110,073.81 |
| NON CHECKS: | | 0 | | 0.00 | 0.00 | 0.00 |
| VOID CHECKS: | | 0 | VOID DEBITS | 0.00 | | |
| | | | VOID CREDITS | 0.00 | 0.00 | |

TOTAL ERRORS: 0

| | | | | | | |
|----------------|-----------|---------|-----|----------------|-----------|--------------|
| | | NO | | INVOICE AMOUNT | DISCOUNTS | CHECK AMOUNT |
| VENDOR SET: 99 | BANK: HAP | TOTALS: | 103 | 116,702.29 | 0.00 | 116,702.29 |
| BANK: HAP | TOTALS: | | 103 | 116,702.29 | 0.00 | 116,702.29 |

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|----------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 7651 | K & D'S LIQUORS, LLC | R | 4/04/2017 | | | 179322 | | 67.17 |

| | | | | | | |
|---------------------|--|----|--------------|----------------|-----------|--------------|
| * * T O T A L S * * | | NO | | INVOICE AMOUNT | DISCOUNTS | CHECK AMOUNT |
| REGULAR CHECKS: | | 1 | | 67.17 | 0.00 | 67.17 |
| HAND CHECKS: | | 0 | | 0.00 | 0.00 | 0.00 |
| DRAFTS: | | 0 | | 0.00 | 0.00 | 0.00 |
| EFT: | | 0 | | 0.00 | 0.00 | 0.00 |
| NON CHECKS: | | 0 | | 0.00 | 0.00 | 0.00 |
| VOID CHECKS: | | 0 | VOID DEBITS | 0.00 | | |
| | | | VOID CREDITS | 0.00 | 0.00 | |

TOTAL ERRORS: 0

| | | | | | | |
|----------------|-----------|---------|---|----------------|-----------|--------------|
| | | NO | | INVOICE AMOUNT | DISCOUNTS | CHECK AMOUNT |
| VENDOR SET: 99 | BANK: MAN | TOTALS: | 1 | 67.17 | 0.00 | 67.17 |
| BANK: MAN | TOTALS: | | 1 | 67.17 | 0.00 | 67.17 |

VENDOR SET: 99 City of Pittsburg, KS
 BANK: TBRA BMO HARRIS BANK-TBRA
 DATE RANGE: 3/22/2017 THRU 4/04/2017

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 0472 | LARRY SPRESSER, LLC | R | 4/03/2017 | | | 179319 | | 450.00 |
| 3142 | COMMUNITY MENTAL HEALTH CENTER | E | 4/04/2017 | | | 999999 | | 400.00 |
| 3272 | DUNCAN HOUSING LLC | E | 4/04/2017 | | | 999999 | | 75.00 |
| 3294 | JOHN R SMITH | E | 4/04/2017 | | | 999999 | | 500.00 |
| 3593 | REMINGTON SQUARE APARTMENTS , | E | 4/04/2017 | | | 999999 | | 435.00 |
| 4218 | MEADOWLARK TOWNHOUSES | E | 4/04/2017 | | | 999999 | | 272.00 |
| 5957 | PASTEUR PROPERTIES LLC | E | 4/04/2017 | | | 999999 | | 500.00 |
| 6916 | STILWELL HERITAGE & EDUCATIONA | E | 4/04/2017 | | | 999999 | | 445.00 |

* * T O T A L S * *

| | NO | INVOICE AMOUNT | DISCOUNTS | CHECK AMOUNT |
|-----------------|----|----------------|-----------|--------------|
| REGULAR CHECKS: | 1 | 450.00 | 0.00 | 450.00 |
| HAND CHECKS: | 0 | 0.00 | 0.00 | 0.00 |
| DRAFTS: | 0 | 0.00 | 0.00 | 0.00 |
| EFT: | 7 | 2,627.00 | 0.00 | 2,627.00 |
| NON CHECKS: | 0 | 0.00 | 0.00 | 0.00 |
| VOID CHECKS: | 0 | VOID DEBITS | 0.00 | |
| | | VOID CREDITS | 0.00 | |
| | | 0.00 | 0.00 | |

TOTAL ERRORS: 0

| | NO | INVOICE AMOUNT | DISCOUNTS | CHECK AMOUNT |
|-----------------------------------|-----|----------------|-----------|--------------|
| VENDOR SET: 99 BANK: TBRA TOTALS: | 8 | 3,077.00 | 0.00 | 3,077.00 |
| BANK: TBRA TOTALS: | 8 | 3,077.00 | 0.00 | 3,077.00 |
| REPORT TOTALS: | 270 | 594,304.41 | 0.00 | 594,304.41 |

Passed and approved this 11th day of April, 2017.

Mayor

ATTEST:

Tammy Nagel, City Clerk

DOWNTOWN ADVISORY BOARD ANNUAL REPORT

January 21, 2016 to January 31, 2017

I. EXECUTIVE SUMMARY

Advocating for Downtown Businesses

There was a need to have a voice and coordinated effort in the downtown area. This Board was created to fill that need. We're a group of passionate community members who work to ensure the success of downtown Pittsburg businesses.

Although we've been working as a group for several years, this is our first year as an official Board. In our first year, we worked to start establishing recognition and credibility within the business community. We've also helped designate a space for all downtown projects throughout the city government.

Inspiring, Promoting and Attracting

Ordinance No. G-1243 was approved in December 2015 allowing for the Downtown Advisory Board to be formed. We started immediately with many visible and necessary changes in the Downtown Overlay District.

We:

- Created Bylaws along with a Purpose Statement to help determine our focus and direction. Our Purpose Statement: Inspire, Promote and Attract. It seems simple but these few words say a lot about what we are here to do. We are a deliberative and review body representing the interests of downtown property owners, residents and merchants (the downtown community) in order to revitalize the downtown.
- Formed three committees, Marketing, Development and Events, and have volunteers on each along with at least one board member.
- Conducted 10 meetings throughout the year and have focused on many developments in the downtown district.

Jeff Wilbert, former Downtown District Coordinator, was a tremendous help in communicating with downtown businesses and he will be missed by the Board.

II. MAJOR ACTIVITIES AND ACCOMPLISHMENTS

Encouraging the Community to Shop Small

The Marketing Committee kicked off Small Business Saturday and the holiday shopping season

with a "Small Business Saturday Passport" in conjunction with Jingle Bell Rock. We created a passport for shoppers who, once they visited 10 businesses and received stamps, entered them to win one of three prize bundles (donated by downtown businesses and Jingle Bell Rock).

- 22 downtown businesses participated in our passport
- Over 300 passports were distributed
- Over 150 passports were completed and entered for prizes
- Community and businesses gave positive feedback on the event

Looking to the Future of Pittsburgh

The Downtown Advisory Board hosted a Smart Growth Workshop on October 12, 2016 and invited local leaders. We are aware that planning is key in community and economic growth. We had many breakout sessions to examine a vision for Pittsburgh's identity, along with realizing our strengths and weaknesses. We will be working with the City staff in reviewing building codes this year along with other tasks.

Improving Downtown Entertainment

We requested and you approved the Sound Ordinance Revision setting standards for measurement of excessive, unnecessary or loud sounds and noises within the Pittsburgh city limits. This helped the downtown establishments to be a destination for entertainment.

Helping Make Downtown Beautiful

To add to the downtown aesthetic, we approved an idea to use art as public education over storm water drain concrete to help raise awareness that the drains lead to the creeks. A local artist painted an approved design located at 108 W. 6th Street. We are in the process of approving similar projects in the downtown district.

Connecting With the Community

Social media is an important way to reach community members. A major part of our vision is to help promote downtown businesses and we're using social media to do that.

- 2,608 Facebook page likes

III. OPPORTUNITIES, ISSUES OR CONCERNS FOR THE COMING YEAR

Looking at the Whole Picture

We know Block 22 will be a very large project in downtown during 2017 but we also believe it is only the beginning of many projects. The Board plans to encourage business owners in making small changes for visual impact for all of downtown and we will focus on highlighting all downtown businesses.

Leading Progress

As we are laying the groundwork for our Board, we will spread the word about the Board's mission to gain traction within the community. In 2017, we will continue to expand on our vision to take a more active role within our community.

IV. 2016 MEMBERSHIP

Leah Posterick, Chair
Brad Snow, Vice Chair
Heather Horton
John Long
Kala Spigarelli
Mike Creel
RuthEllen Simpson



Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Economic Development Director

DATE: April 5, 2017

SUBJECT: April 11 Agenda Item – LimeLight Marketing funds issuance extension

On August 12, 2015, the Pittsburgh City Commission approved a \$50,000 loan to support the founding of LimeLight Marketing, a full-service marketing/advertising agency in Pittsburgh. This loan was instrumental in helping Brandee Johnson start the business, which has now grown to employ seven full-time positions.

To date, Ms. Johnson has only drawn down \$10,000 of the \$50,000 approved for the project. As the time frame for her to draw down more of the approved funds closed in 2016, Ms. Johnson has requested an extension. The Economic Development Advisory Committee (EDAC) considered this request at its April 5 meeting and voted unanimously to recommend granting an extension to LimeLight Marketing until April 2018.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, April 11, 2017. Action being requested is the approval or denial of the funds issuance extension and, if approved, authorize the Mayor to sign the appropriate documents.



Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Economic Development Director

DATE: April 5, 2017

SUBJECT: April 11 Agenda Item – NPC, International expansion project

NPC, International, founded in Pittsburgh in 1984, has grown to become the world's largest franchise owner of Pizza Hut restaurants. With 1,150 Pizza Hut properties in its portfolio, including two locations in Pittsburgh, the company currently has over 200 employees in its Pittsburgh corporate office and call center, along with 40 employees in Overland Park, Kansas.

In 2013, NPC joined the Wendy's restaurant franchise system and has since acquired almost 200 Wendy's properties. As the company plans to continue this trend of Wendy's acquisitions, NPC will need to add 15 new positions to accommodate this growth. The wage scale for the new positions will average at least \$15 per hour. Placing the new positions in Pittsburgh would require an expansion of the Pittsburgh corporate facility, at an estimated cost of over \$500,000 to the company.

The Economic Development Advisory Committee (EDAC) considered this project at its April 5, 2017, meeting and recommended committing \$50,000 from the Revolving Loan Fund (RLF) toward the project should it locate in Pittsburgh. The commitment would take the form of a forgivable loan, with \$25,000 eligible to be forgiven in April 2019 if NPC creates ten new jobs and the remaining \$25,000 eligible to be forgiven in April 2020 if the project creates 15 new jobs.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, April 11, 2017. Action being requested is the approval or denial of the forgivable loan recommendation and, if approved, authorize the Mayor to sign the appropriate documents.



DEPARTMENT OF PUBLIC WORKS

201 West 4th Street · Pittsburg KS
66762

(620) 231-4100

www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: CAMERON ALDEN
Director of Public Works

DATE: April 5, 2017

SUBJECT: Memo Agenda Item – April 11, 2017
Engineering Design for N. Walnut Street Extension between 28th
Street and 29th Street

The City of Pittsburg approved the bonding for an extension of N. Walnut Street to connect the new portion of 28th Street that the developer is constructing as part of the Tractor Supply Co. construction to the existing 29th Street. After discussions with the on-call engineering firms regarding the scope of the design, City staff recommends Olsson and Associates to design and create the bid documents for the improvements. Olsson and Associates has provided a not to exceed amount of \$59,473.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, April 11, 2017. Action necessary will be the Approve or disapprove staff request and, if approved, authorize the Mayor and staff to sign the appropriate documents on behalf of the City of Pittsburg.

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

Attachment: Proposed scope of work and not to exceed fee

Cc: Tammy Nagel, City Clerk
Project File
Memo File

LETTER AGREEMENT FOR PROFESSIONAL SERVICES

April 3, 2017

City of Pittsburg, Kansas
Attn: Cameron Alden, Director of Public Works
201 West 4th Street
Pittsburg, KS 66762

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**
N. Walnut Street Extension (the "Project")
Location: Walnut from 28th to 29th – Pittsburg, KS

Dear Mr. Alden:

It is our understanding that the City of Pittsburg, KS ("Client") requests Olsson Associates, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, Olsson's General Provisions and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement") for the Project.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions and any exhibits attached hereto, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide the following services ("Scope of Services") to Client for the Project: as more specifically described in "Scope of Services" attached hereto. Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: TBD
Anticipated Completion Date: TBD

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or

all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

Fixed Fee Phases: Client shall pay to Olsson for the performance of the Scope of Services a fixed fee in the amounts listed in attached "Scope of Services" plus reimbursable expenses in accordance with the Reimbursable Expense Schedule also attached to this Agreement. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be Cameron Alden.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of maximum 30 days from the date set forth above, unless changed by us in writing.

OLSSON ASSOCIATES, INC.

By Ronald L. Mersch
Ron Mersch
Office Leader

By Clayton Cristy
Clayton Cristy, PE
Office Manager

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

CITY OF PITTSBURG, KANSAS

By _____
Signature

Print Name _____

Title _____

Dated _____

Attachments

Scope of Services

General Provisions

Rate Table

Expenses – Rate Table

SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated February 3, 2017 between the City of Pittsburg, KS ("Client") and Olsson Associates ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

N. Walnut Street Extension (the "Project")

Location: N. Walnut 28th to 29th – Pittsburg, KS

PROJECT UNDERSTANDING

Olsson understands the project to consist of a new road to be constructed. The extension would be from the existing 29th street and tie into a new road that is to be constructed on 28th street. Olsson understands the project to be limited to the project boundary of the area of the property on which the road is located. It does not extend onto adjacent properties.

SCOPE OF SERVICES

Olsson shall provide the following services to the Client (Scope of Services) for the Project:

Fee Summary:

| | | |
|-----------------------------------|-----------|----------|
| Phase 100 Project Management | HNTE | \$6,398 |
| Phase 200 Permitting/Geotechnical | HNTE | \$5,100 |
| Phase 300 Design | HNTE | \$37,644 |
| Phase 400 Survey Services | HNTE | \$3,820 |
| Phase 500 Expenses | Estimated | \$6,511 |

Phase 100 – Project Management

Task 101: Project Management:

Olsson will coordinate with the City of Pittsburg, Property Owners, and the remediation representative within the subject area. This will include attendance of a progress meeting, development of a Design Memorandum, as well as reporting of progress to the City.

Fee \$6,398

Total Fee for Phase 100 \$6,398

Phase 200 – Permitting/Geotechnical

Task 201: Permitting:

Olsson will secure the appropriate permits for doing the roadway extension. This would include SWPPP and environmental if necessary.

Fee \$1,068

Task 202: Geotechnical Evaluation:

Background Information

The site is located between 28th and 29th on Walnut, which is west of Business 69 Pittsburg, Kansas. We understand the proposed new roadway will be a two-lane, concrete structure with appropriate turning radiuses for truck traffic. Design load vehicle is anticipated to be a HS-20 vehicle and ADT is anticipated to be 5000.

Site Access, Utility Locate

Olsson Associates will coordinate public utility locating services. If there are any private underground utility lines at the site, we must be informed of their location prior to starting our field work. This proposal assumes the site is accessible with a truck-mounted drilling rig and the trees on the site will be cleared prior to our onsite exploration. Permission to enter the site from current

owner or leaseholder, and/or required use permits must be secured by the client prior to our initiating field activities.

Field Exploration

A total of five (5) soil borings are to be drilled at the site within the proposed roadway location. Borings within the roadway footprint will be drilled to depths of 20 feet below the natural ground surface. The borings will be advanced to the proposed depth or to practical auger refusal, whichever occurs first.

The borings will be drilled with a truck-mounted drill rig. Samples will be obtained using split barrel or thin walled tube sampling techniques at 2.5 foot intervals in the upper 10 feet and at 5 foot intervals thereafter. Water levels will be recorded during and immediately following completion of drilling operations.

Laboratory Testing Program

At our laboratory, unconfined compressive strength, moisture content, and dry density tests will be performed on select tube samples. Moisture content tests will be performed on each split-barrel sample. Up to 3 Atterberg limits tests will be performed on select samples.

Evaluation and Geotechnical Report

A geotechnical engineering report will be prepared under the direction of a registered professional engineer based on the findings of the field and laboratory programs. The report will include a boring location plan, computer-generated boring logs, results of the laboratory testing program and a description of the surface and subsurface conditions encountered at the site. In addition, the report will present our opinions and recommendations regarding the following items:

- a. Earthwork Recommendations, including:
 - i. Pavement subgrade
 - ii. Suitable materials
 - iii. Asphaltic concrete (full depth and with aggregate base), and Portland cement concrete pavement section recommendations.

This exploration is not intended to identify karst or past mining activities on this site.

Fee \$4,032

Drilling Fee \$4,250

Total Fee for Phase 200 \$9,350

Phase 300 – Design

Services listed below correspond to development of final Construction Documents (CD) included. It is our understanding, that intermediate design deliverables will be required for design coordination, project estimating, and Owner “Buy-off”, however it is understood that final Civil CD’s will be issued as one set of documents. *Phasing the documents into separate expansions, erosion control, or mass grading will be considered as an additional service.*

Task 301: Civil Design Services:

Site Plan shall include general notes, lot information, sign locations and other miscellaneous information required to properly locate and describe the project.

Paving, Sidewalk and Dimensioning Plan shall include horizontal and vertical design information necessary for construction of the pavement. Plan will also identify handicap ramp locations, striping and curb sections. Pavement design will be based on recommendations provided as a part of the geotechnical report.

Grading Plan shall include proposed and existing contours, general notes, horizontal and vertical control information for building roadway. Spot grades shall be shown to indicate surface drainage patterns. Determination of earthwork quantities is included.

Storm Sewer Plan shall include calculations, design, and alignment required by the local government agencies. Olsson has assumed design limits for the storm sewer plan shall correspond to the private development limits of this project. Extensions required to extend the project limits shall be considered as an additional service to this Agreement.

Erosion Control Plan shall include general notes, location of erosion control methods, temporary access locations, temporary staging area locations and other information required by the local government. Included with this task is preparation of the city grading permits and KDHE Land Disturbance Permit. All applications fees and security agreements to be provided by the Client or Owner. *Olsson assumes SWPPP to be maintained, updated, and implemented by the selected contractor or Client. All applications fees and security agreements shall be provided by the Client.*

Quality Control Review prior to submittal of the final documents, Olsson shall have a design professional within Olsson perform a Quality Control Review. This review will be used to identify design elements, constructability, possible areas of concern, and alternative designs to reduce costs.

Total Fee for Phase 300 \$37,644

Phase 400 – Survey Services

Task 401: Topographic Survey:

Olsson will gather topographic data within the subject area. Data collected will include existing fences, tree mass outlines, any permanent structures, surface evidence of utilities as located on the ground by Missouri One Call. Olsson will generate 1' contouring across the area which will be shown on the drawing. All data will be referenced vertically to NAVD 88 and horizontally to NAD-83 – Kansas South Zone U.S. Survey foot. Olsson assumes the site will be assessable prior to Olsson performing the topographic survey

Total Fee for Phase 400 \$3,820

Phase 500 – Expenses

Task 501: Expenses

Reimbursable expenses are an additional expense and shall be invoiced at direct cost.

At Actual Cost, estimated at \$2261(Geotech Drilling included in Phase 200)

Expenses related to filing fees, permit fees or other none Olsson generated expenses shall be considered above and beyond this amount.

TOTAL ESTIMATED PROJECT FEE \$59,473

Assumptions and Exclusions


We have made several assumptions in the preparation of this proposal. These assumptions and subsequent explanations are as follows:


- Construction documents will be prepared based on direction from the owner and the final road plan being determined prior to the preparation of these documents. Any significant roadway changes or modifications at this stage will be considered additional services.
- Onsite or off-site public improvements are not required.

The following services are excluded:

- Rezoning Services
- Easement Descriptions
- Individual 404 Permit and associated Wetland Mitigation Plans
- Endangered species studies.
- Onsite or offsite Site Public Improvements: sanitary sewer, storm sewer, gas, water, and/or electric
- Construction Staking

OLSSON ASSOCIATES, INC.

By 
Ron Mersch
Office Leader


Clayton Cristy, PE
Office Manager

If you accept this Scope of Services, please sign:

CITY OF PITTSBURG, KANSAS

By _____

Name _____

Title _____

Dated: _____

If different from above,

Client's Designated Project Representative

Total Project Fee
N WALNUT STREET EXTENSION

| Task No. | Task Description | Fee Estimate |
|-----------------|---|---------------------|
| 1 | Program Management | \$ 6,398 |
| 2 | Utility Coordination | \$ - |
| 3 | Permitting Services | \$ 1,068 |
| 4 | Geotechnical Investigation | \$ 4,032 |
| 5 | Survey | \$ 3,820 |
| 6 | Conceptual/ Preliminary Design Phase (30 percent plans) | \$ 11,540 |
| 7 | Right of Way Plan Phase (60 percent plans) | \$ 11,540 |
| 8 | Final Design Phase (100 percent plans) | \$ 14,564 |
| | Expenses (per attached Expense Schedule) | \$ 6,511 |
| | | |
| | | |
| | Total Project Cost (for tasks listed above) | \$ 59,473 |
| | | |

| MAN-HOUR ESTIMATE - N WALNUT STREET EXTENSION | | | | | | | | | | | | | | | | |
|---|---|------------------------|-------------|-----------------|------------------|--------------------|--------------------|----------------|-----------|----------------------|------------------|-------------------|---------------------------|----------------|-----------------|------------------|
| Task No. | Description of Work Items / Tasks | Olsson Associates | | | | | | | | | | | | Total Manhours | Total Labor Fee | Total Olsson Fee |
| | | Senior Project Manager | Team Leader | Senior Engineer | Project Engineer | Associate Engineer | Assistant Engineer | Design Manager | Surveyor | 2 Person Survey Crew | Design Associate | Senior Technician | Administrative Specialist | | | |
| | | \$ 208.00 | \$ 163.00 | \$ 156.00 | \$ 126.00 | \$ 107.00 | \$ 89.00 | \$ 125.00 | \$ 155.00 | \$ 160.00 | \$ 101.00 | \$ 83.00 | \$ 92.00 | | | |
| 1 | Project Management | | | | | | | | | | | | | | | |
| | Overall Project Management | 8 | | | | | | | | | | | | 8 | \$ 1,664 | \$ 1,664 |
| | Internal Project Management | | 10 | | | | | | | | | | | 10 | \$ 1,630 | \$ 1,630 |
| | Coordination with Others | | 10 | | | | | | | | | | | 10 | \$ 1,630 | \$ 1,630 |
| | Design Memorandum | | | | | 2 | | | | | | | | 2 | \$ 214 | \$ 214 |
| | Progress Meetings | | | | 10 | | | | | | | | | 10 | \$ 1,260 | \$ 1,260 |
| | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | |
| 2 | Utility Coordination | | | | | | | | | | | | | | | |
| | Pittsburg | | | | | | | | | | | | | 0 | \$ - | \$ - |
| | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | |
| 3 | Permitting Services | | | | | | | | | | | | | | | |
| | Permits | | | | | | 4 | | | | | | | 4 | \$ 356 | \$ 356 |
| | NEPA Review | | | | | | 8 | | | | | | | 8 | \$ 712 | \$ 712 |
| | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | |
| 4 | Geotechnical Investigation | | | | | | | | | | | | | | | |
| | Design appropriate base and cap for roadway using contaminated matl | | | | 24 | | | | | | | | | 24 | \$ 3,024 | \$ 3,024 |
| | Review the need for drain system | | | | 8 | | | | | | | | | 8 | \$ 1,008 | \$ 1,008 |
| | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | |
| 5 | Survey | | | | | | | | | | | | | | | |
| | Topographical Survey | | | | | | | | 4 | 20 | | | | 24 | \$ 3,820 | \$ 3,820 |
| | Title Search Info | | | | | | | | | | | | | 0 | \$ - | \$ - |
| | Easements & Descriptions | | | | | | | | | | | | | 0 | \$ - | \$ - |
| | | | | | | | | | | | | | | 0 | \$ - | \$ - |
| | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | |
| 6 | Conceptual/ Preliminary Design Phase (30 percent plans) | | | | | | | | | | | | | | | |
| | Joplin | | | | | | | 4 | | | 60 | 60 | | 124 | \$ 11,540 | \$ 11,540 |
| | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | |
| 7 | Right of Way Plan Phase (60 percent plans) | | | | | | | | | | | | | | | |
| | Joplin | | | | | | | 4 | | | 60 | 60 | | 124 | \$ 11,540 | \$ 11,540 |
| | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | |
| 8 | Final Design Phase (100 percent plans) | | | | | | | | | | | | | | | |
| | Joplin | | | | 24 | | | 4 | | | 60 | 60 | | 148 | \$ 14,564 | \$ 14,564 |
| | | | | | | | | | | | | | | 0 | \$ - | \$ - |
| | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | |
| | Total Manhours | 8 | 20 | 0 | 66 | 2 | 12 | 12 | 4 | 20 | 180 | 180 | 0 | 504 | | |
| | Total Labor | \$ 1,664 | \$ 3,260 | \$ - | \$ 8,316 | \$ 214 | \$ 1,068 | \$ 1,500 | \$ 620 | \$ 3,200 | \$ 18,180 | \$ 14,940 | \$ - | | \$ 52,962 | \$ 52,962 |
| | Total Expenses | | | | | | | | | | | | | | \$ 6,511 | \$ 6,511 |
| | Total Labor and Expenses | | | | | | | | | | | | | | \$ 59,473 | \$ 59,473 |



| TOTAL EXPENSES | | | | | |
|--|--------|-------|--------------|--|----------------|
| Expenses | Amount | | \$ Ea. | | Cost |
| Travel Related Expenses | | | | | |
| Automobiles | 300 | MILES | 0.535 | | \$161 |
| Title Search | 5 | EACH | 250 | | \$1,250 |
| | | | | | |
| Additional Project Expenses, as Incurred | | | | | |
| Other Travel or Lodging Cost | | | Actual Cost | | \$0 |
| Meals | | | Actual Cost | | \$300 |
| Printing and Duplication including mylars and linens | | | Actual Cost | | |
| In-house | | | Actual Cost | | |
| Outside | | | Actual Cost | | \$500 |
| including express mail and special delivery | | | Actual Cost | | \$50 |
| Geotechnical Drilling and Investigation | | | Lump Sum | | \$4,250 |
| Miscellaneous Materials & Supplies Applicable to this Project | | | Actual Cost | | \$0 |
| Copies of deeds, easements, or other project related documents | | | Actual Cost | | |
| Fees for applications or permits | | | Actual Cost | | |
| Sub-consultants | | | Actual Cost | | |
| Total Estimated Expense Fee | | | | | |
| | | | | | |
| | | | Total | | \$6,511 |



GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated February 3, 2017 between [City of Pittsburg, Kansas] ("Client") and Olsson Associates, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, both Parties determine additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or

utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials,

encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

3.11 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

SECTION 4—MEANING OF TERMS

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and

programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Construction Cost Estimate": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that

the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall

grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Omitted

6.3 Omitted

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall

grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Construction Cost Estimate

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Construction Cost Estimate provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Construction Cost Estimate. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Construction Cost Estimate was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Construction Cost Estimate was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Construction Cost Estimate, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Construction Cost Estimate.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Equal Employment Opportunity

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

7.9 Omitted

7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may

authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

7.11 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Kansas. It is further agreed that any legal action between the parties arising out of this

Agreement or the performance of services shall be brought in a court of competent jurisdiction in Kansas.

7.12 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.13 Assignment

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.12.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.13.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.14 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.15 Limitation on Damages

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

7.16 Entire Agreement

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson.

LABOR BILLING RATE SCHEDULE 2017

LABOR RATES

| <u>Description</u> | <u>Range</u> |
|------------------------------|--------------|
| Principal..... | 149 - 381 |
| Project Manager..... | 131 - 189 |
| Project Professional..... | 105 - 166 |
| Assistant Professional..... | 70 - 143 |
| Designer..... | 101 - 164 |
| CAD Operator..... | 50 - 109 |
| Survey..... | 58 - 147 |
| Construction Services..... | 53 - 189 |
| Administrative/Clerical..... | 47 - 107 |

Note:

1. Special Services not included in above categories will be provided on a Special Labor Rate Schedule
2. Rates subject to change based upon updates to Billing Rates for upcoming year.

REIMBURSABLE EXPENSES

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

| <u>Classification</u> | <u>Costs</u> |
|-------------------------|-----------------|
| Automobiles | \$0.535/mile* |
| Duplication | |
| In-house | Actual Cost |
| Outside | Actual Cost+10% |
| Postage & Shipping | |
| Charges for Project | |
| Related Materials | Actual Cost |
| Miscellaneous Materials | |
| & Supplies Applicable | |
| only to this Project | Actual Cost+10% |

* Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).