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ESTABLISHMENT OF A COMMUNITY DEVELOPMENT
CORPORATION - Consider entering into an Agreement for
Consulting Services in the amount of \$12,000 with Mat Burton
for a comprehensive analysis and plan for establishing a
Community Development Corporation (CDC) in Pittsburg.

Burton - Agreement for Consulting Services 70

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, April 09, 2019
5:30 PM

CALL TO ORDER BY THE MAYOR:

- a. Flag Salute Led by the Mayor
- b. Public Input
- c. Kansas Department of Transportation representative Dave Corp will present the Pittsburg Police Department with the AAA Safe Driving Award.

CONSENT AGENDA:

- a. Approval of the March 26, 2019, Pittsburg City Commission Meeting minutes.
- b. Approval of staff recommendation to renew the City's property and liability insurance policy with the EMC Insurance Company for the period April 1, 2019 to April 1, 2020.
- c. Approval of Resolution No. 1220, assuring the eligibility of the City of Pittsburg to apply for funds from the Kansas Department of Parks, Wildlife and Tourism for a new splash pad at Schlanger Park and authorizing the Mayor to sign all appropriate documents.
- d. Approval of Police Department staff request to waive the City bid policy for capital purchases in order to purchase one (1) 2019 Dodge Ram Quad Cab half-ton pickup truck for a total purchase price of \$22,668.52 utilizing the State of Kansas vehicle purchasing contract as a governmental sub-unit.
- e. Approval of the Economic Development Advisory Committee (EDAC) recommendation to support the Pittsburg State University Kelce College of Business Economic Research Proposal at an investment level of \$25,000 to fully fund the project for a year and, authorize the Mayor to sign the appropriate documents on behalf of the City.
- f. Approval of the Appropriation Ordinance for the period ending April 9, 2019 subject to the release of HUD expenditures when funds are received. **ROLL CALL VOTE.**

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, April 09, 2019
5:30 PM

SPECIAL PRESENTATIONS:

- a. ECONOMIC DEVELOPMENT ADVISORY COMMITTEE ANNUAL REPORT - Marty Beezley, representing the Economic Development Advisory Committee, will present their annual report. **Receive for file.**
- b. LAND BANK BOARD OF TRUSTEES ANNUAL REPORT - Marty Beezley, representing the Land Bank Board of Trustees, will present their annual report. **Receive for file.**

CONSIDER THE FOLLOWING:

- a. TOAST, LLC - LOAN REQUEST - Consider the recommendation of the Economic Development Advisory Committee (EDAC) to grant the request submitted by Roger and Heather Horton, owners of TOAST, LLC, for a loan from the Revolving Loan Fund (RLF) in the amount of \$20,000 to be repaid over five years at 5.5% interest. **Approve or disapprove the recommendation of the Economic Development Advisory Committee and, if approved, authorize the Mayor to sign the appropriate documents on behalf of the City.**
- b. LETTER AGREEMENT FOR PROFESSIONAL SERVICES - LAND USE PLAN - Consider entering into a Letter Agreement for Professional Services in the amount of \$64,090.20 with Olsson, Inc., dba Ochsner Hare & Hare, the Olsson Studio, for the creation of a land use plan. **Approve or disapprove Letter Agreement for Professional Services and, if approved, authorize the Mayor to sign the Agreement on behalf of the City.**
- c. AGREEMENT FOR CONSULTING SERVICES - ESTABLISHMENT OF A COMMUNITY DEVELOPMENT CORPORATION - Consider entering into an Agreement for Consulting Services in the amount of \$12,000 with Mat Burton for a comprehensive analysis and plan for establishing a Community Development Corporation (CDC) in Pittsburg. **Approve or disapprove the Agreement for Consulting Services and, if approved, authorize the Mayor to sign the Agreement 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 26th, 2019

A Regular Session of the Board of Commissioners was held at 5:30 p.m. on Tuesday, March 26th, 2019, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor Patrick O'Bryan presiding and the following members present: Sarah Chenoweth, Dan McNally, Dawn McNay and Chuck Munsell.

Mayor O'Bryan led the flag salute.

PUBLIC INPUT –

INVOCATION – Pete Mayo, on behalf of Via Christi, provided an invocation.

SILVERBACK LANDING ROAD CONSTRUCTION – Cheryl Brooks, 1533 Hampton Road, expressed concern regarding the City using street sales tax funds toward the construction of concrete roads in the Silverback Landing Development. Ms. Brooks urged Commissioners to rescind the vote they took on March 19th, 2019, in regard to the City's funding of the concrete road.

APPROVAL OF MINUTES – On motion of Munsell, seconded by McNay, the Governing Body approved the March 19th, 2019, Special City Commission Meeting minutes as presented. Motion carried.

ORDINANCE NO. G-1297 – On motion of Munsell, seconded by McNay, the Governing Body adopted Ordinance No. G-1297, amending Sections 6-1, 6-2 and 6-181 and creating Sections 6-198 through 6-215 of the Pittsburg City Code to regulate the sale of beer containing not more than 6% alcohol by volume within the City of Pittsburg, Kansas, and authorized the Mayor to sign the Ordinance on behalf of the City. Motion carried.

DISPOSITION OF BIDS – 2019 CITY SALES TAX STREET PROGRAM – On motion of Munsell, seconded by McNay, the Governing Body awarded the bid for the provision of asphalt concrete material for the 2019 City Sales Tax Street Program and Crawford County, Kansas, consisting of an estimated combined total of 17,500 tons of asphaltic concrete base and surface mix to the lone bidder, Heckert Construction Co., Inc., of Pittsburg, based on their bids of: \$62.25 per ton SM9.5 (Virgin Mix) Asphalt; \$60.52 per ton SM12.5 (Virgin Mix) Asphalt; \$58.82 per ton SM19A (Virgin Mix) Asphalt; and Delivery Charge of \$3.20 per ton and authorized the Mayor and City Clerk to execute the contract documents on behalf of the City of Pittsburg. Motion carried.

LIBRARY BOARD OF TRUSTEES REAPPOINTMENTS – On motion of Munsell, seconded by McNay, the Governing Body appointed Devin Gorman and Frances Mitchelson to second terms as members of the Pittsburg Public Library Board of Trustees effective May 1, 2019, and concluding on April 30, 2023. Motion carried.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
March 26th, 2019

APPROPRIATION ORDINANCE – On motion of Munsell, seconded by McNay, the Governing Body approved the Appropriation Ordinance for the period ending March 26th, 2019, subject to the release of HUD expenditures when funds are received with the following roll call vote: Yea: Chenoweth, McNally, McNay, Munsell and O’Bryan. Motion carried.

NON-AGENDA REPORTS & REQUESTS –

RESPONSE TO PUBLIC INPUT – Commissioner Munsell asked City Attorney Henry Menghini if at the next City Commission Meeting, he would have a response to the questions posed by Ms. Brooks this evening during Public Input. City Attorney Menghini indicated that during the March 19th, 2019, Governing Body meeting, members of the City Commission voted to use funds from the Revolving Loan Fund (RFL) toward the construction of the Silverback Landing Road.

ADJOURNMENT: On motion of Chenoweth, seconded by McNally, the Governing Body adjourned the meeting at 5:37 p.m. Motion carried.

Patrick J. O’Bryan, Mayor

ATTEST:

Tammy Nagel, City Clerk

Interoffice Memorandum

TO: Daron Hall, City Manager

FROM: Jamie Clarkson, Director of Finance

DATE: April 1, 2019

SUBJECT: Renewal of City Property and Liability Insurance Policy

Staff recommends the renewal of the City of Pittsburg's property and liability insurance with the EMC Insurance Company. The agent of record is Ryan Insurance LLC, Pittsburg, Kansas. The policy will be in effect from April 1, 2019 to April 1, 2020.

Ryan Insurance presented two quotes to City staff, one from incumbent EMC Insurance and one from Travelers Insurance. Although the Travelers premium was \$55,000 less than EMC, EMC provides an annual dividend of approximately \$46,000 where the Travelers does not. Also Traveler's deductible for wind and hail damage is \$50,000 versus EMC's wind and hail deductible of \$10,000.

The 2019 EMC premium cost including commission will be \$354,584. Staff is also recommending separate policies for Airport Liability, Police Canine and Cyber totaling \$12,904. The 2019 total for all policies is \$367,488. The City spent \$370,479 for all polices in 2018.

Thank you.

cc: Tammy Nagel, City Clerk

INTEROFFICE MEMORANDUM

To: Daron Hall, City Manager
From: Kim Vogel, Director of Parks and Recreation
CC: Tammy Nagel, City Clerk
Date: April 1, 2019
Subject: April 9, 2019 City Commission Meeting Agenda Item
Resolution of Assurances

City of Pittsburg staff have been working with the Everybody Plays Committee and other citizens of Pittsburg who have interest in improvements to Schlanger Park. After reviewing our list of projects achieved and next phases it has been determined that converting the drain and fill wading pool into a splash pad is the next project to complete in the park. The Kansas Department of Wildlife, Parks and Tourism is currently accepting applications for the Land and Water Conservation Fund (LWCF). The LWCF can award up to a 50% match for project, reimbursed upon completion.

The LWCF authorizes federal assistance to states for planning, acquisition, and development of outdoor recreation facilities. It is the intention of staff to apply to remove the existing wading pool, which opened in the 1930's, and build a splash pad in the area. This new facility would be equipped with a recirculation system and would be open from spring to fall, unlike the current facility that is only open two months of the year.

In this regard would you please place an item on the April 9, 2019 City Commission Agenda. Staff is requesting the adoption of Resolutions No.1220, which will accompany the application for the Land and Water Conservation Fund. Action necessary is approval or disapproval of the resolutions and if approved authorize Mayor O'Bryan to sign the resolution and any additional necessary documents.

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

RESOLUTION NO. 1220

A RESOLUTION OF ASSURANCE DECLARING THE ELIGIBILITY OF THE CITY OF PITTSBURG TO SUBMIT AN APPLICATION TO THE KANSAS DEPARTMENT OF WILDLIFE, PARKS AND TOURISM FOR USE OF THE LAND AND WATER CONSERVATION FUND PROGRAM FOR A NEW SPLASH PAD AT SCHLANGER PARK AND AUTHORIZING THE MAYOR TO SIGN THIS APPLICATION ALONG WITH SF-424D.

Whereas, the City of Pittsburg, Kansas, has the legal authority to apply for, receive, and administer federal, state, and other monies through Home Rule Power under the Constitution of the State of Kansas and authorized by K.S.A. 12-1662, regarding expenditure of federal aid to public agencies, and

Whereas, the City of Pittsburg, Kansas, desires to submit an application to the Kansas Department of Wildlife, Parks and Tourism for the Land and Water Conservation Fund set forth by Public Law 100-203; and

Whereas, the Everybody Plays Committee has pledged the City portion of the funds for the construction of the splash pad; and

Whereas, Federal monies are available under a Land and Water Conservation Fund program, administered by the State of Kansas, Department of Wildlife, Parks and Tourism for the purpose of creating outdoor recreational opportunities; and

Whereas, the City of Pittsburg, Kansas assures the Kansas Department of Wildlife, Parks and Tourism compliance with SF-424D for construction projects; and

Whereas, after appropriate public input and due consideration, the Governing Body of the City of Pittsburg, Kansas has recommended that an application be submitted to the State of Kansas for the splash pad project.

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

SECTION 1. That the City of Pittsburg, Kansas, does hereby authorize the Mayor to submit an application to the Kansas Department of Wildlife, Parks and Tourism for the Land and Water Conservation Fund program funds set forth by Public Law 100-203 on behalf of the citizens of the City of Pittsburg, Kansas.

SECTION 2. That the City of Pittsburg, Kansas hereby assures the Kansas Department of Wildlife, Parks and Tourism that sufficient funding for a splash pad project is available, as the Land and Water Conservation Fund is a reimbursement program.

SECTION 3. That the City of Pittsburg, Kansas, hereby assures the Kansas Department of Wildlife, Parks and Tourism that sufficient funding for the operation and maintenance of a splash pad will be available for the life of the project.

SECTION 4. That the City of Pittsburg, Kansas, hereby assures the Kansas Department of Wildlife, Parks and Tourism that the City of Pittsburg, Kansas will comply with SF 242D for construction projects.

SECTION 5. That the Mayor of the City of Pittsburg, Kansas, is authorized to sign the application to the Kansas Department of Wildlife, Parks and Tourism for the Land and Water Conservation Fund program funds set forth on behalf of the citizens of the City of Pittsburg, Kansas. The Mayor is also authorized to submit additional information as may be required and act as the official representative of the City of Pittsburg in this and subsequent related activities.

ADOPTED AND PASSED by the Governing Body of the City of Pittsburg, Kansas this 9th Day of April, 2019.

MAYOR – Patrick O’Bryan

ATTEST:

CITY CLERK – TAMMY NAGEL



BRENT NARGES
Chief of Police

PITTSBURG

POLICE DEPARTMENT

Beard-Shanks Law Enforcement Center

201 North Pine Street
Pittsburg, Kansas 66762
(620) 235-0400

To: City Manager Daron Hall
Chief Brent Narges

From: Major Tim Tompkins

Date: March 31, 2019

Subject: Department Fleet Vehicle Purchase

For FY2019, the police department was scheduled to replace one vehicle from the investigations division fleet as part of our annual fleet replacement. The vehicle is part of the unmarked investigations fleet and the purchase will replace a 2011 Ford truck.

As with our past fleet purchases, the police department is requesting permission to waive the City Bid process to purchase the vehicle directly from the State of Kansas purchasing contract.

Following is a summation of our purchase request:

One (1) 2019 Dodge Ram 4-door, quad cab ½ ton pickup truck for a purchase price of \$22,668.52.

The current State contract for ½ ton pickup trucks is held by Davis-Moore, Inc., of Wichita, Kansas. Davis-Moore is the same vendor holding the State contracts for police package vehicles, which we recently brought to Commission for permission to purchase.

Should you have any questions concerning the fleet vehicle purchases, please contact me at your convenience. I will also be in attendance at the City Commission meeting should Commissioners have any questions concerning our request.



Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Economic Development Director

DATE: April 3, 2019

SUBJECT: April 9, 2019 Agenda Item
Kelce College of Business economic research proposal

Since 2014, the City has partnered with the Kelce College of Business to compile and publish vital business and economic indicators. In return, the Kelce College commits to publishing four quarterly economic indicator reports that are mailed to all entities with a City business license, with extras available to be utilized in various marketing efforts. The reports have been well-received by the community and to those requesting detailed demographic and economic information. The Kelce College also publishes an annual economic profile, coordinates the quarterly *Cost of Living Index Report* and has provided supporting data/research for the City's housing and economic development efforts at no additional cost.

The EDAC considered renewal of this agreement at its April 3, 2019, meeting and felt the services provided by the Kelce College of Business are crucial to the City's efforts. As a result, the EDAC recommended funding the project at \$25,000 for the next year.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, April 9, 2019. Action being requested is approval or denial of the EDAC recommendation and, if approved, authorize the Mayor to sign the appropriate documents.



March 29, 2019

Mr. Jay Byers, Assistant City Manager
City of Pittsburg
201 West 4th Street
Pittsburg, KS 66762

Dear Jay,

The Kelce College of Business and Pittsburg State University thank the City of Pittsburg and its Economic Development Advisory Committee for the financial support provided for the production and distribution of *The Pittsburg Micropolitan Area Economic Report*. During 2018 we published four quarterly issues of *The Report*. In addition to presenting a look at current trends across a number of important business and economic statistics, the publication provides informed expert analysis and insights into what these trends mean for the Pittsburg area and its future. This spring, we also produced and published the annual volume of *The Pittsburg Micropolitan Area Economic Profile* which includes not only an overview of year's regional economic performance but also projections and forecasts for key economic indicators important to local business and community leaders. Both publications are supported by the 'Pittsburg Micropolitan Area Economic Data' website where past issues may be downloaded and where visitors can access historical time series data for a wide variety of economic indicators. Direct links to this service are featured on both the City and Chamber of Commerce websites making the data available to both existing and prospective business managers.

Again this year, we received numerous positive comments and words of appreciation from business and civic leaders in the community. We are convinced that the information provided through our publications is making a strong positive contribution to our local economic community. Given the importance of this outreach effort, the Kelce College of Business is committed to continuing to provide and enhance this service to the Pittsburg area.

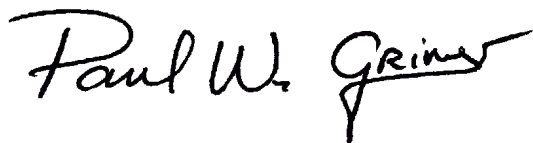
We hereby ask for the Economic Development Advisory Committee's continued support for this project through a renewal of last year's allocation of funds. Attached is a proposed budget for the quarterly micropolitan report and the production of the Pittsburg area economic projection and forecast. The report will continue to be physically distributed to 800-plus businesses and organizations in Pittsburg and the immediate surrounding area and another 250 provided to visitors and other groups interested in Pittsburg's economy. This year we again request a \$25,000 commitment. This funding will allow us to continue producing the quarterly report, the annual economic profile, and the local area economic database website. In addition, it will allow us to maintain the IMPLAN: Economic Impact Analysis for Planning software package, data, and accompanying training. The IMPLAN package is the state-of-the-art statistical package that is used by regional economists to determine the local impact of new businesses, plant relocations, and other major events on the local economy. Given the forecasted growth in Pittsburg Micropolitan Area, this software allows us to generate more detailed analyses necessary to successfully plan and navigate this growth.

Please find attached a breakdown of how the requested dollars will be spent. For the third year in a row, all budgeted items are held constant at the previous level. Also shown is the financial commitment that the university and the Kelce College are making toward this public service project. Twenty percent of Professor Michael Davidsson's work hours are allocated to the project and the research that supports it. To capture the additional indirect costs of office space, utilities, and office equipment use that also support the project, I have estimated these overhead expenditures at the university's federally negotiated recovery rate used for grants and contracts. The university's commitment to this project is approximately \$32,000. Thus, as you can see, this valuable project is truly a joint City-University partnership.

Professor Davidson and I are available to answer any questions or concerns you may have with this request.

Thank you for your support and consideration. The Kelce College of Business is committed to partnering with the City of Pittsburg, the Economic Development Advisory Committee, and the Pittsburg Area Chamber of Commerce in furthering the economic development of our community.

Sincerely,

A handwritten signature in black ink that reads "Paul W. Grimes". The signature is written in a cursive style with a prominent flourish at the end of the name.

Paul W. Grimes, Dean
Kelce College of Business
Pittsburg State University

**Pittsburg Micropolitan Area Economic Report
Requested Annual Commitment**

Direct Expenditures

Printing, Design, and Distribution for <i>Micropolitan Report</i> : \$2.41 per unit x 1,050 units x 4 quarterly issues	\$10,121
Printing, Design, and Distribution for <i>Annual Profile and Forecast</i> \$2.88 per unit x 1,050 units	\$ 3,039
Industry Projection Data and Miscellaneous Expenses	\$ 1,300
IMPLAN; training, and data	\$ 5,000
Supplies and other resources	\$ 900
Student Worker Time: 20 hours per week @ \$7.25 x 32 weeks	<u>\$ 4,640</u>
 Total Request	 <u>\$25,000</u>

Pitt State and Kelce College of Business In-Kind Contributions

Direct Expenditures

Faculty Time (Davidsson): 20% salary @ \$82,485	\$ 16,497
Fringes @ ((% of time x salary base x 18.8%) + (\$10,233 x % of time))	\$ 5,148

Indirect Costs

Indirect overhead expenditures (facilities and administration), including physical space, utilities, and office equipment use. Estimated at Federal Government recovery rate of 47%	\$ 10,173
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University Total	<u>\$ 31,818</u>
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VENDOR SET: 99 City of Pittsburg, KS
BANK: * ALL BANKS
DATE RANGE: 3/20/2019 THRU 4/02/2019

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0175	REGISTER OF DEEDS							
0175	REGISTER OF DEEDS							
	C-CHECK REGISTER OF DEEDS	VOIDED	V 3/21/2019			184287		21.00CR
	C-CHECK VOID CHECK		V 3/29/2019			184331		
	C-CHECK VOID CHECK		V 3/29/2019			184332		

* * T O T A L S * *

NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0.00	0.00	0.00
HAND CHECKS:	0.00	0.00	0.00
DRAFTS:	0.00	0.00	0.00
EFT:	0.00	0.00	0.00
NON CHECKS:	0.00	0.00	0.00
VOID CHECKS:	3 VOID DEBITS 0.00		
	VOID CREDITS 21.00CR	21.00CR	0.00

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: *	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			3	21.00CR	0.00	0.00
BANK: *		TOTALS:	3	21.00CR	0.00	0.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0026	STANDARD INSURANCE COMPANY	D	4/01/2019			000000		1,223.25
0321	KP&F	D	3/22/2019			000000		44,835.63
0728	ICMA	D	3/22/2019			000000		660.00
1050	KPERS	D	3/22/2019			000000		43,087.72
3079	COMMERCE BANK	D	3/27/2019			000000		39,920.99
5904	TASC	D	3/22/2019			000000		6,489.19
6415	GREAT WEST TANDEM KPERS 457	D	3/22/2019			000000		4,318.83
6740	FELD FIRE	N	3/29/2019			000000		
6952	ADP INC	D	3/22/2019			000000		7,314.25
7290	DELTA DENTAL OF KANSAS INC	D	3/22/2019			000000		1,497.40
7290	DELTA DENTAL OF KANSAS INC	D	3/29/2019			000000		2,638.40
7877	CORESOURCE	D	3/21/2019			000000		23,252.17
7877	CORESOURCE	D	3/28/2019			000000		36,838.57
5340	COMMERCE BANK TRUST	E	3/25/2019			003883		52,956.24
7791	C4 HOLDINGS LLC	E	3/25/2019			003884		257.60
0030	JAY BYERS	E	3/25/2019			003885		101.86
0038	LEAGUE OF KANSAS MUNICIPALITIE	E	3/25/2019			003886		100.00
0046	ETTINGERS OFFICE SUPPLY	E	3/25/2019			003887		410.54
0055	JOHN'S SPORT CENTER, INC.	E	3/25/2019			003888		99.00
0105	PITTSBURG AUTOMOTIVE INC	E	3/25/2019			003889		59.88
0109	RANDY VILELA TRUCKING & HAULIN	E	3/25/2019			003890		3,250.00
0135	PITTSBURG AREA CHAMBER OF COMM	E	3/25/2019			003891		20,500.00

VENDOR SET: 99 City of Pittsburg, KS
 BANK: 80144 BMO HARRIS BANK
 DATE RANGE: 3/20/2019 THRU 4/02/2019

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0207	PEPSI-COLA BOTTLING CO OF PITT	E	3/25/2019			003892		22.90
0276	JOE SMITH COMPANY, INC.	E	3/25/2019			003893		173.79
0289	TITLEIST	E	3/25/2019			003894		3,194.85
0292	UNIFIRST CORPORATION	E	3/25/2019			003895		50.60
0534	TYLER TECHNOLOGIES INC	E	3/25/2019			003896		800.00
0577	KANSAS GAS SERVICE	E	3/25/2019			003897		15,271.09
0823	TOUCHTON ELECTRIC INC	E	3/25/2019			003898		287.60
1033	BOLLINGER GROUP, LLC	E	3/25/2019			003899		100.00
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	3/25/2019			003900		1,164.70
2161	RECORDED BOOKS, LLC	E	3/25/2019			003901		35.99
2733	JASON HUFFMAN	E	3/25/2019			003902		136.25
3964	CALLAWAY GOLF	E	3/25/2019			003903		667.20
5855	SHRED-IT US JV LLC	E	3/25/2019			003904		96.48
5983	INTERSTATE ELECTRICAL CONSTRUC	E	3/25/2019			003905		30.00
6214	PITT PLASTICS INC	E	3/25/2019			003906		75.96
6577	GREENSPRO INC	E	3/25/2019			003907		11,294.20
7038	SIGNET COFFEE ROASTERS	E	3/25/2019			003908		41.25
7367	HECK AND WICKER, INC	E	3/25/2019			003909		32,323.05
7407	LIMELIGHT MARKETING LLC	E	3/25/2019			003910		1,450.00
7655	HW ACQUISITIONS, PA	E	3/25/2019			003911		32.50
0044	CRESTWOOD COUNTRY CLUB	E	4/01/2019			003912		488.06
0046	ETTINGERS OFFICE SUPPLY	E	4/01/2019			003913		305.98

VENDOR SET: 99 City of Pittsburg, KS
 BANK: 80144 BMO HARRIS BANK
 DATE RANGE: 3/20/2019 THRU 4/02/2019

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0054	JOPLIN SUPPLY COMPANY	E	4/01/2019			003914		4,892.46
0055	JOHN'S SPORT CENTER, INC.	E	4/01/2019			003915		1,719.92
0068	BROOKS PLUMBING LLC	E	4/01/2019			003916		2,096.35
0087	FORMS ONE, LLC	E	4/01/2019			003917		70.40
0101	BUG-A-WAY INC	E	4/01/2019			003918		170.00
0105	PITTSBURG AUTOMOTIVE INC	E	4/01/2019			003919		2,033.03
0112	MARRONES INC	E	4/01/2019			003920		43.84
0117	THE MORNING SUN	E	4/01/2019			003921		44.50
0133	JIM RADELL CONSTRUCTION INC	E	4/01/2019			003922		29,798.00
0142	HECKERT CONSTRUCTION CO INC	E	4/01/2019			003923		1,768.75
0181	INGRAM	E	4/01/2019			003924		180.58
0202	CLIFF HIX ENGINEERING INC	E	4/01/2019			003925		75.00
0286	R & R PRODUCTS INC	E	4/01/2019			003926		431.45
0294	COPY PRODUCTS, INC.	E	4/01/2019			003927		31.00
0300	PITTSBURG FORD-MERCURY, INC.	E	4/01/2019			003928		80.93
0312	HACH COMPANY, INC	E	4/01/2019			003929		333.34
0317	KUNSHEK CHAT & COAL CO, INC.	E	4/01/2019			003930		2,692.23
0328	KANSAS ONE-CALL SYSTEM, INC	E	4/01/2019			003931		396.00
0335	CUSTOM AWARDS, LLC	E	4/01/2019			003932		25.00
0345	VICTOR L PHILLIPS CO	E	4/01/2019			003933		826.70
0409	WISEMAN'S DISCOUNT TIRE INC	E	4/01/2019			003934		375.80
0422	DEMCO, INC	E	4/01/2019			003935		117.44

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0627	BOETTCHER SUPPLY INC	E	4/01/2019			003936		142.07
0686	CARTER-WATERS LLC	E	4/01/2019			003937		8,400.00
0710	HOLLAND ALIGNMENT	E	4/01/2019			003938		149.90
0746	CDL ELECTRIC COMPANY INC	E	4/01/2019			003939		75.00
0753	COUNTY OF CRAWFORD	E	4/01/2019			003940		150.00
0844	HY-FLO EQUIPMENT CO	E	4/01/2019			003941		48.10
1097	BARCO MUNICIPAL PRODUCTS INC	E	4/01/2019			003942		443.25
1478	KANSASLAND TIRE OF PITTSBURG	E	4/01/2019			003943		57.50
1733	BOYD METALS OF JOPLIN INC	E	4/01/2019			003944		902.60
1767	KIM VOGEL	E	4/01/2019			003945		179.85
1792	B&L WATERWORKS SUPPLY, LLC	E	4/01/2019			003946		11,883.96
2005	GALLS PARENT HOLDINGS, LLC	E	4/01/2019			003947		4,072.00
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	4/01/2019			003948		1,175.52
2161	RECORDED BOOKS, LLC	E	4/01/2019			003949		102.47
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	4/01/2019			003950		247.52
2767	BRENNTAG SOUTHWEST, INC	E	4/01/2019			003951		1,436.00
2960	PACE ANALYTICAL SERVICES INC	E	4/01/2019			003952		1,439.00
3151	SOUTHEAST KANSAS ASSOC	E	4/01/2019			003953		75.00
3261	PITTSBURG AUTO GLASS	E	4/01/2019			003954		330.00
3802	BRENNTAG MID-SOUTH INC	E	4/01/2019			003955		2,259.00
3847	INTERNATIONAL PUBLIC MANAGEMEN	E	4/01/2019			003956		434.50
4354	LIFESTYLE LEASING INC	E	4/01/2019			003957		1,935.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4603	KANSAS GOLF AND TURF INC	E	4/01/2019			003958		188.73
4851	CRAWFORD COUNTY EMS	E	4/01/2019			003959		289.00
5014	MID-AMERICA SANITATION	E	4/01/2019			003960		249.26
5552	NATIONAL SIGN CO INC	E	4/01/2019			003961		448.31
6175	HENRY C MENGHINI	E	4/01/2019			003962		5,165.00
6252	INTECONNECT, INC	E	4/01/2019			003963		386.00
6777	DH PACE CO	E	4/01/2019			003964		247.50
6851	SCHULTE SUPPLY INC	E	4/01/2019			003965		1,901.64
6875	DARON HALL	E	4/01/2019			003966		126.44
7028	MATTHEW L. FRYE	E	4/01/2019			003967		400.00
7038	SIGNET COFFEE ROASTERS	E	4/01/2019			003968		46.00
7043	DREXEL TECHNOLOGIES	E	4/01/2019			003969		302.25
7128	SWABY MFG	E	4/01/2019			003970		3,062.40
7167	MAILFINANCE, INC	E	4/01/2019			003971		345.93
7284	TRANSYSTEMS CORPORATION	E	4/01/2019			003972		6,312.97
7427	OLSSON INC	E	4/01/2019			003973		31,492.63
7572	OZARK MOUNTAIN ENERGY, INC	E	4/01/2019			003974		18,851.13
7733	TROY GRAHAM	E	4/01/2019			003975		150.00
7806	CORE & MAIN LP	E	4/01/2019			003976		362.50
8046	CONVERGEONE, INC.	E	4/01/2019			003977		5,286.00
6875	DARON HALL	E	4/01/2019			003978		148.04
7652	DEANNA GOERING	E	4/01/2019			003979		83.93

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2876	A-PLUS CLEANERS & LAUNDRY	R	3/21/2019			184276		435.00
2004	AIRE-MASTER OF AMERICA, INC.	R	3/21/2019			184277		17.22
5283	CLASS LTD	R	3/21/2019			184278		21.60
4263	COX COMMUNICATIONS KANSAS LLC	R	3/21/2019			184279		22.58
0375	WICHITA WATER CONDITIONING, IN	R	3/21/2019			184280		12.00
6923	HUGO'S INDUSTRIAL SUPPLY INC	R	3/21/2019			184281		611.41
0787	KANSAS NAHRO	R	3/21/2019			184282		1,400.00
7945	LUCKY-BUT LAWN CARE, LLC	R	3/21/2019			184283		142.51
7938	ROSANO DEL PILAR MENDEZ	R	3/21/2019			184284		25.00
0392	NAHRO	R	3/21/2019			184285		483.36
0175	REGISTER OF DEEDS	R	3/21/2019			184286		21.00
0175	REGISTER OF DEEDS	V	3/21/2019			184287		21.00
0175	REGISTER OF DEEDS							
0175	REGISTER OF DEEDS							
M-CHECK	REGISTER OF DEEDS	VOIDED	V	3/21/2019		184287		21.00CR
0175	REGISTER OF DEEDS	R	3/21/2019			184288		21.00
0175	REGISTER OF DEEDS	R	3/21/2019			184289		21.00
0175	REGISTER OF DEEDS	R	3/21/2019			184290		21.00
0175	REGISTER OF DEEDS	R	3/21/2019			184291		21.00
7771	D & M RYAN, INC	R	3/21/2019			184292		82.25
7270	SECURITY 1ST TITLE, LLC	R	3/21/2019			184293		240.00
6260	TRANE	R	3/21/2019			184294		695.00
5371	PITTSBURG FAMILY YMCA	R	3/21/2019			184295		367.58

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6154	4 STATE MAINTENANCE SUPPLY INC	R	3/29/2019			184304		341.96
0523	AT&T	R	3/29/2019			184305		783.53
5561	AT&T MOBILITY	R	3/29/2019			184306		136.90
8019	CORNERSTONE REGIONAL SURVEYING	R	3/29/2019			184307		1,375.00
4263	COX COMMUNICATIONS KANSAS LLC	R	3/29/2019			184308		91.62
4263	COX COMMUNICATIONS KANSAS LLC	R	3/29/2019			184309		78.28
5857	CREATIVE PRODUCT SOURCING INC	R	3/29/2019			184310		3,629.23
1	DAVIES, SHERRI	R	3/29/2019			184311		184.06
1	DE LUNA, VANESSA	R	3/29/2019			184312		31.25
6088	EMERGENCY RESPONSE SOLUTIONS,	R	3/29/2019			184313		244.79
6923	HUGO'S INDUSTRIAL SUPPLY INC	R	3/29/2019			184314		329.74
7680	IMA, INC.	R	3/29/2019			184315		3,125.00
7651	K & D'S LIQUORS, LLC	R	3/29/2019			184316		88.73
0380	KANSAS DEPARTMENT OF REVENUE	R	3/29/2019			184317		25.00
3144	KANSAS DIVISION OF THE ASSOCIA	R	3/29/2019			184318		65.00
1	MONTGOMERY, CHRISTY	R	3/29/2019			184319		117.00
5159	MOTION INDUSTRIES INC	R	3/29/2019			184320		496.70
7392	ASSURECO RISK MANAGEMENT & REG	R	3/29/2019			184321		350.00
7151	TOTALFUNDS	R	3/29/2019			184322		500.00
7151	TOTALFUNDS	R	3/29/2019			184323		1,000.00
6948	RANGE SERVANT AMERICA, INC	R	3/29/2019			184324		1,439.40
7000	JACOB REAGAN	R	3/29/2019			184325		8.20

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7096	RED GIANT OIL, LLC	R	3/29/2019			184326		876.40
1	RHUEMS, JAMES	R	3/29/2019			184327		36.00
6571	ROUTE 66 ELECTRIC, LLC	R	3/29/2019			184328		595.00
7053	U.S. PEROXIDE, LLC	R	3/29/2019			184329		950.00
2350	WASTE CORPORATION OF MISSOURI	R	3/29/2019			184330		1,028.29
1108	WESTAR ENERGY	R	3/29/2019			184333		3,612.59

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	47	26,221.18	0.00	26,200.18
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	12	212,076.40	0.00	212,076.40
EFT:	97	305,764.19	0.00	305,764.19
NON CHECKS:	1	0.00	0.00	0.00
VOID CHECKS:	1 VOID DEBITS	0.00		
	VOID CREDITS	21.00CR	21.00CR	0.00

TOTAL ERRORS: 0

VENDOR SET: 99 BANK: 80144	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
		158	544,040.77	0.00	544,040.77
BANK: 80144	TOTALS:	158	544,040.77	0.00	544,040.77

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7581	REX LINVILLE	E	4/02/2019			003980		205.00
7717	LAWRENCE E GIGER	E	4/02/2019			003981		573.00
7837	MARJI RENTALS, LLC	E	4/02/2019			003982		294.00
0372	CONNER REALTY	E	4/02/2019			003983		550.00
0855	CHARLES HOSMAN	E	4/02/2019			003984		20.00
1008	BENJAMIN M BEASLEY	E	4/02/2019			003985		1,619.00
1231	JOHN LOVELL	E	4/02/2019			003986		532.00
1609	PHIL O'MALLEY	E	4/02/2019			003987		4,292.00
1982	KENNETH N STOTTS, SR	E	4/02/2019			003988		358.00
2304	DENNIS HELMS	E	4/02/2019			003989		625.00
2542	YOST PROPERTIES	E	4/02/2019			003990		403.00
2624	ESTATE OF JAMES ZIMMERMAN	E	4/02/2019			003991		316.00
2913	KENNETH N STOTTS JR	E	4/02/2019			003992		283.00
3067	STEVE BITNER	E	4/02/2019			003993		3,564.00
3082	JOHN R JONES	E	4/02/2019			003994		334.00
3114	PATRICIA BURLESON	E	4/02/2019			003995		1,101.00
3142	COMMUNITY MENTAL HEALTH CENTER	E	4/02/2019			003996		570.00
3162	THOMAS A YOAKAM	E	4/02/2019			003997		175.00
3218	CHERYL L BROOKS	E	4/02/2019			003998		612.00
3272	DUNCAN HOUSING LLC	E	4/02/2019			003999		4,686.00
3273	RICHARD F THENIKL	E	4/02/2019			004000		1,007.00
3294	JOHN R SMITH	E	4/02/2019			004001		665.00

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3668	MID AMERICA PROPERTIES OF PITT	E	4/02/2019			004002		3,811.00
3724	YVONNE L. ZORNES	E	4/02/2019			004003		249.00
3746	JAROLD BONBRAKE	E	4/02/2019			004004		295.00
3946	THOMAS E SPURGEON	E	4/02/2019			004005		547.00
4054	MICHAEL A SMITH	E	4/02/2019			004006		1,413.00
4218	MEADOWLARK TOWNHOUSES	E	4/02/2019			004007		2,082.00
4492	PITTSBURG SENIORS	E	4/02/2019			004008		3,541.00
4786	JENNIFER STANLEY	E	4/02/2019			004009		418.00
5039	VANETA MATHIS	E	4/02/2019			004010		269.00
5393	CARLOS ANGELES - HAP	E	4/02/2019			004011		1,304.00
5549	DELBERT BAIR	E	4/02/2019			004012		295.00
5653	PEGGY HUNT	E	4/02/2019			004013		103.00
5656	EARL HARTMAN	E	4/02/2019			004014		631.00
5658	DEANNA J HIGGINS	E	4/02/2019			004015		166.00
5676	BARBARA TODD	E	4/02/2019			004016		51.00
5796	JOHN A ESLICK	E	4/02/2019			004017		600.00
5834	DENNIS TROUT	E	4/02/2019			004018		204.00
5896	HORIZON INVESTMENTS GROUP INC	E	4/02/2019			004019		337.00
5906	JOHN HINRICHS	E	4/02/2019			004020		279.00
5957	PASTEUR PROPERTIES LLC	E	4/02/2019			004021		4,352.00
5961	LARRY VANBECELAERE	E	4/02/2019			004022		113.00
6002	SALLY MELLNICK	E	4/02/2019			004023		303.00

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6090	RANDAL BENNEFELD	E	4/02/2019			004024		280.00
6130	T & K RENTALS LLC	E	4/02/2019			004025		427.00
6161	MICHAEL J STOTTS	E	4/02/2019			004026		167.00
6172	ANDREW ALEX WACHTER	E	4/02/2019			004027		293.00
6269	EDWARD SWOR	E	4/02/2019			004028		1,330.00
6295	DAVID L PETERSON	E	4/02/2019			004029		1,612.00
6298	KEVAN L SCHUPBACH	E	4/02/2019			004030		10,115.27
6306	BALKANS DEVELOPMENT LLC	E	4/02/2019			004031		403.00
6322	R JAMES BISHOP	E	4/02/2019			004032		672.00
6394	KEVIN HALL	E	4/02/2019			004033		1,735.00
6441	HEATHER D MASON	E	4/02/2019			004034		289.00
6464	PRO X PROPERTY SOLUTIONS, LLC	E	4/02/2019			004035		4,203.00
6657	OZARKS AREA COMMUNITY ACTION C	E	4/02/2019			004036		658.49
6673	JUDITH A COLLINS	E	4/02/2019			004037		742.00
6694	DELBERT BAIR	E	4/02/2019			004038		491.00
6708	CHARLES MERTZ	E	4/02/2019			004039		185.00
6726	JEPSON HOLDINGS, LLC	E	4/02/2019			004040		527.00
6886	DELBERT BAIR	E	4/02/2019			004041		473.00
6916	STILWELL HERITAGE & EDUCATIONA	E	4/02/2019			004042		3,406.00
6953	CARL ULEPICH	E	4/02/2019			004043		321.00
7027	CALVIN L THOMAS	E	4/02/2019			004044		67.00
7083	PITTSBURG HEIGHTS, LP	E	4/02/2019			004045		5,365.00

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7112	RANDY VILELA	E	4/02/2019			004046		793.00
7220	TIMOTHY ADAM	E	4/02/2019			004047		234.00
7222	MICHAEL WILBER	E	4/02/2019			004048		241.00
7294	AMMP PROPERTIES, LLC	E	4/02/2019			004049		789.00
7312	JASON HARRIS	E	4/02/2019			004050		466.00
7326	RANDY ALLEE	E	4/02/2019			004051		294.00
7344	TERRY O BARTLOW	E	4/02/2019			004052		307.00
7413	JERRY STANDLEE	E	4/02/2019			004053		301.00
7431	R&R RENTALS OF PITTSBURG LLC	E	4/02/2019			004054		550.00
7524	SOUTHEAST KANSAS COMMUNITY ACT	E	4/02/2019			004055		260.00
7554	TRAVIS R RIDGWAY	E	4/02/2019			004056		290.00
7587	DAVID RUA	E	4/02/2019			004057		485.00
7612	ENDICOTT RENTALS, LLC	E	4/02/2019			004058		735.00
7645	SEWARD RENTALS, LLC	E	4/02/2019			004059		549.00
7654	A & R RENTALS, LLC	E	4/02/2019			004060		2,336.00
7668	JOHN BEST	E	4/02/2019			004061		649.00
7669	CHARLES GILMORE	E	4/02/2019			004062		518.00
7741	SUSAN E ADAMS	E	4/02/2019			004063		206.00
7777	DELBERT BAIR	E	4/02/2019			004064		403.00
7781	TAWIL PROPERTIES, LLC	E	4/02/2019			004065		203.00
7861	CLARENCE M TRENT 2017 FAMILY T	E	4/02/2019			004066		227.00
7864	CB HOMES LLC	E	4/02/2019			004067		1,101.00

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7866	JAMES MICHAEL HORTON	E	4/02/2019			004068		513.00
7913	DANIEL CANADY	E	4/02/2019			004069		40.00
7915	DENNY L GRISSOM	E	4/02/2019			004070		800.00
7918	CITY OF LEAVENWORTH	E	4/02/2019			004071		611.34
7934	DIANA L OERTLE	E	4/02/2019			004072		307.00
7936	PITTSBURG HIGHLANDS LP	E	4/02/2019			004073		731.00
7996	ERIC SCHIEFELBEIN	E	4/02/2019			004074		238.00
8005	REMINGTON SQUARE APARTMENTS OF	E	4/02/2019			004075		6,007.00
7955	CBA BUSINESS SOLUTIONS LLC	R	4/01/2019			184334		918.00
6585	CLASS HOMES 1 LLC	R	4/01/2019			184335		152.00
7616	STEVE KUPLIN	R	4/01/2019			184336		797.00
1601	GRAIG MOORE	R	4/01/2019			184337		649.00
3187	DEAN POWELL	R	4/01/2019			184338		174.00
1800	DAN RODABAUGH	R	4/01/2019			184339		1,268.00
6451	NAZAR SAMAN	R	4/01/2019			184340		266.00
0472	LARRY SPRESSER, LLC	R	4/01/2019			184341		911.36
4897	JOHN VINARDI	R	4/01/2019			184342		636.00
4636	WESTAR ENERGY, INC. (HAP)	R	4/01/2019			184343		1,111.00

* * T O T A L S * *

NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS: 10	6,882.36	0.00	6,882.36
HAND CHECKS: 0	0.00	0.00	0.00
DRAFTS: 0	0.00	0.00	0.00
EFT: 96	99,093.10	0.00	99,093.10
NON CHECKS: 0	0.00	0.00	0.00
VOID CHECKS: 0	VOID DEBITS 0.00		
	VOID CREDITS 0.00	0.00	

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: HAP	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			106	105,975.46	0.00	105,975.46
BANK: HAP	TOTALS:		106	105,975.46	0.00	105,975.46

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1609	PHIL O'MALLEY	E	4/02/2019			004086		900.00
1874	HIGHLAND MEADOWS OF KS	E	4/02/2019			004087		277.00
3668	MID AMERICA PROPERTIES OF PITT	E	4/02/2019			004088		450.00
4013	KNIGHTS OF COLUMBUS TOWERS	E	4/02/2019			004089		505.00
4492	PITTSBURG SENIORS	E	4/02/2019			004090		503.00
5534	SYCAMORE VILLAGE APARTMENTS	E	4/02/2019			004091		216.00
6298	KEVAN L SCHUPBACH	E	4/02/2019			004092		650.00
6464	PRO X PROPERTY SOLUTIONS, LLC	E	4/02/2019			004093		1,140.00
7024	KIMBERLY GRISSOM	E	4/02/2019			004094		550.00
8005	REMINGTON SQUARE APARTMENTS OF	E	4/02/2019			004095		500.00
4897	JOHN VINARDI	R	4/01/2019			184344		700.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1	700.00	0.00	700.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	10	5,691.00	0.00	5,691.00
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

VENDOR SET: 99	BANK: TBRA	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			11	6,391.00	0.00	6,391.00
BANK: TBRA	TOTALS:		11	6,391.00	0.00	6,391.00
REPORT TOTALS:			275	656,407.23	0.00	656,407.23

Passed and approved this 9th day of April, 2019.

Patrick J. O'Bryan, Mayor

ATTEST:

Tammy Nagel, City Clerk



Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Economic Development Director

DATE: April 3, 2019

SUBJECT: April 9, 2019 Agenda Item - TOAST, LLC loan request

Roger and Heather Horton, Pittsburgh small business owners for over 10 years, have proposed to open TOAST, a vibrant, unique dining experience inside Block 22. Like the name suggests, TOAST will focus on variations of local produce, farm raised meats and eggs atop homemade toasted bread. TOAST will also feature baked items from the Hortons' existing business, Sweet Designs Cakery, which will continue to operate at 311 North Broadway.

The Hortons anticipate that they will need approximately \$100,000 to launch the new venture and have requested a repayable \$20,000 loan from the Revolving Loan Fund. This will complement private financing and a grant from Live Well Crawford County.

The Economic Development Advisory Committee (EDAC) considered this request at its April 3, 2019, meeting and recommended approval of the \$20,000 loan, to be repaid over five years at 5.5% interest.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, April 9, 2019. Action being requested is the approval or denial of the EDAC recommendation and, if approved, authorize the Mayor to sign the appropriate documents.



**APPLICATION FOR LOAN
CITY OF PITTSBURG, KANSAS
ECONOMIC DEVELOPMENT REVOLVING LOAN FUND
(SALES TAX)**

I. GENERAL INFORMATION

1. _____ Date of Request _____
Name of Applicant Firm

2. _____ Firm Phone Number _____
Firm Address

3. Names and addresses of all persons or corporation who would be obligated as either applicant or personal guarantors of loans:

Name Address

Name Address

4. Names and addresses of the principal officers and directors of the applicant:

Name Address

Name Address

Name Address

5. Nature of applicant's business: _____

6. The products to be assembled or manufactured or service to be rendered:

7. _____ Phone Number _____
Applicant's Attorney

8. _____ Phone Number _____
Applicant's Financial Advisor

7. If the applicant will be in direct competition with local firms,

(a) Name of firms: _____

(b) Describe nature of the competition: _____

IV. LOAN ANALYSIS

1. Has a financial advisor submitted an analysis indicating the need for the loan, the advisability of the loan or benefit to the applicant of the loan?

(If yes, attach a copy to this application.)

2. Has additional financing, whether internally generated or through other loans, been arranged? (If yes, explain on an attached sheet)

3. Has the applicant investigated conventional financing?

V. PROPOSED LOCATION

1. Location of the proposed facility: _____

2. If the facility is a proposed expansion or replacement of another plant, state size and location of current operations:

3. What percentage of the facility will be occupied by the applicant? _____

4. Is the prospective location properly zoned? _____

5. If a zoning change is pending, cite application number and present status. If application has not been made, briefly describe what change will be needed and plans for submitting application:

6. If unusual demands for water or sewer services or police or fire protection will be made, specify the demands:

VI. OWNERSHIP AND MANAGEMENT

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

Note relationship to a parent company: _____

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

\$ _____

Please explain _____

3. Describe all threatened or outstanding litigation

4. Attach proforma statements for the first three (3) years of operation after issuance of the loan, including revenue projections, operating expense projections and a debt amortization schedule.

VII. MEASURE OF ECONOMIC GROWTH AND BENEFIT

1. What dollar amount of sales is contemplated? _____

2. What percentage of sales will be sold locally? _____

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

4. How many people will the project employ:

Type: Professional _____

Technical _____

Clerical _____

General Labor _____

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

6. What is ratio of loan fund dollars to jobs created?

VIII. In order to facilitate the timely processing of the application, please attach as part of the proposal the following items:

1. Copies of applicant's financial statements for the past three years certified as correct by the owner or an authorized officer.
2. Applicant's most recent annual or quarterly financial report.
3. Interim financial statements, to date, for the current fiscal year.
4. Financial statements, current to date, for each personal guarantor, on forms, certified by a Certified Public Accountant or the guarantor.
5. Copies of both federal and state income tax returns filed by applicant and each personal guarantor during the past three years.
6. In certain cases, due to the size of the loan, audited financials may be required.
7. Completed business plan with three year financial projections.
8. Loan (if approved) must be personally guaranteed.

IX. Applicant should be aware that additional financial data shall be required if requested by the City Manager, City Attorney or any other persons authorized by the City of Pittsburg, Kansas, including the Economic Development Revolving Loan Fund (Sales Tax) Committee (EDAC).

X. Attached hereto is a copy of the Collateral Requirements for the Economic Development Revolving Loan Fund (Sales Tax) for informational purposes. HOWEVER, APPLICANT ACKNOWLEDGES AND AGREES THAT SAID REQUIREMENTS AS WELL AS THIS APPLICATION ARE A SET OF GUIDELINES AND ANY OF THE PROVISIONS STATED THEREIN MAY BE WAIVED OR ADDED TO AT THE DISCRETION OF THE PITTSBURG CITY COMMISSION.

XI. EACH APPLICANT ALSO EXPRESSLY AGREES AND UNDERSTANDS THAT THE CITY'S MONETARY PLEDGE OF MONIES FROM THE FUND AND COMMITMENTS MADE IN ANY AGREEMENT SHALL BE CONTINGENT UPON THE CITY CONTINUING TO COLLECT THE ONE-HALF CENT CITY RETAILERS' SALES TAX; AND APPLICANT ACKNOWLEDGES THAT SAID SALES TAX MAY BE DISCONTINUED AS PROVIDED BY THE PROVISIONS OF K.S.A. 12-187 et. seq. AND AMENDMENTS THERETO, AT ANY TIME.



Signature

Date

Title

**COLLATERAL REQUIREMENTS – CITY OF PITTSBURG, KANSAS
ECONOMIC DEVELOPMENT REVOLVING FUND
(SALES TAX)**

The following documents will be required:

1. A fully completed and signed application, with documents required therein attached.
2. A fully completed and signed financial statement by each personal guarantor.
3. The federal income tax returns of each personal guarantor for the last three (3) years, whether calendar or fiscal years.
4. Documents confirming compliance with the Kansas Bulk Transfer Act, if the Act is applicable.
5. A personal guaranty agreement to be signed by each personal guarantor and spouse.
6. Key persons term life insurance on the principal personal guarantor.
7. If the applicant is a corporation, a resolution of the Board of Directors authorizing the appropriate offices of the Corporation to sign the various loan documents on behalf of the Corporation.
8. Loan Agreement and Security Agreement, with Use of Loan Proceeds form attached.
9. Promissory Notes and Mortgage.
10. UCC financial statements for filing with the Secretary of State and the Crawford County Register of Deeds.
11. Other relevant financial information or loan security documents requested by the City Manager, the City Attorney or any authorized representative of the City of Pittsburg, Kansas.



Business Plan

401 N Broadway, Suite D
Downtown Pittsburg, KS 66762

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Concept

TOAST is a fast casual eatery where it's always happy hour. We serve up breakfast, lunch, brunch and dinner most days of the week. Customers can grab and go or stay and hang out. As one of the most innovative restaurants in the SEK area, we are committed to changing the way our customers think about food. If you're looking for a delicious, fresh meal in a fast, casual atmosphere you've come to the right place. Whether you're just in the mood for a glass of local beer and a light snack, or glass of wine with a pastry or even just a scoop of Italian Gelato, your taste buds will be happy! As an advocate of sustainable farming, we use as many locally grown ingredients as possible for a socially conscious farm-to-table dining experience. Come check us out for a vibrant, unique dining experience in an emerging neighborhood, the heart of the city, Downtown Pittsburg Kansas inside Block 22.

Like the name suggests, TOAST will focus on variations of local produce, farm raised meats and eggs atop delicious, homemade toasted bread. The word '**toast**,' in fact, comes from the Latin word *tostum*, meaning scorch or burn. Toast has been around since the Romans. Toast can be found in many households across America today for breakfast, a snack or even dessert.

TOAST is comfort food at its finest. The combinations are limitless enough to keep it interesting and the premise is familiar enough to crave it daily at a comforting price point.

According to the National Restaurant Association half of consumers say that going to a restaurant is an essential part of their lifestyle and the theme of "seasonal" on a menu brings in 26% more orders.

A quick Google search will confirm that locally sourced, scratch made food is almost non-existent in Crawford County. Not only would TOAST be filling a void in the food chain, the eatery would be the only one of its kind for miles.

The return of locally sourced produce is a recent phenomenon. At the turn of the 20th century, most of the food that we ate came from within 50 miles of where we were eating it. But as the American demographic shifted from rural to urban, many local food sources disappeared.

Locally and regionally produced food is fresher and tastier when it reaches consumers, with benefits extending beyond the consumer's palate, as purchasing food raised nearby supports local farms and can bring economic benefits to local communities. The Farm to Table movement is gaining popularity. Some are even calling it the locavore movement.

A recent study showed that millennials are spending 44% of their food dollars on eating out. Consumers are leaving their house to chase the latest trends, helping bring the farm-to-table movement into full swing. At TOAST we want to capitalize on that. Luring in customers from outside the Downtown District, from around the SEK area, as well as the over 100 students living above the eatery & the 50 some office workers and visitors at the B22 project. We'll toast

to that!

Sample Menu

The menu for TOAST will remain simple and direct throughout the year, changing with the seasons. This will allow us to keep the concept fresh and new while still keeping the options minimal to streamline prep and process in the kitchen to allow for lower labor costs. Changing the menu with the seasons will be a great business driver– up to four times a year there are new opportunities for bringing in guests with special, seasonal menu options. Our loyal guests will renew their love of our establishment with limited-time offerings, and new guests will be inspired to come in because of the seasonal connection. We will provide options for grab and go lunches to accommodate our industry professionals during lunch hours and quality dine in meals for those who want to hang out and chill for a bit. Specialty pastries from Sweet Designs Cakery will be available daily for fast casual dining when a customer just needs a quick snack or a study break. Italian Gelato will also be available daily for a delightful dessert experience. We will offer up local coffee, wine & beer sourced within a hundred mile radius of Pittsburg.

Utilizing seasonal produce means it will last longer than store bought or produce that has been shipped in, keeping food waste low. Fresh produce will taste better and be more economical. Keeping a menu open that is flexible to accommodate seasonality can yield savings. Overstock produce is available at a lower price point. We are committed to the James Beard Foundations #wastenot initiative, creating a “full use kitchen” that streamlines and eliminates as much waste as possible, which in turn, becomes profit.

By buying locally we will be supporting our local economy. As we make connections and build relationships with local producers we will all benefit from this symbiotic relationship. Weaving a web of support is good for the local economy and good for the restaurant from a marketing standpoint. Using local ingredients is a major selling point for restaurants. We will highlight where the produce comes from so our guests can also feel like they’re supporting the local community.

Local foods are generally easier on the environment than large-scale farms. They use less energy for harvesting and transportation and many are organic (but not all) and don’t use pesticides, hormones or other chemicals. Consumers are becoming more interested where their food is coming from and how sustainable an establishment is. TOAST will utilize rural farms who offer unique produce that are often unsuited for commercial food growing. We will have access to hundreds of heirloom varieties of fruits and vegetables, adding more flavors and colors to our menu, making a unique dining experience. A true win for all.

Rough Draft Sample Menu



SNACKS + STARTERS + SIDES

Potato Bites + Yogurt Dipping Sauce
Spicy Roasted Chick Peas
Seasonal Hummus + Vegetables + Toast Bites
Charcuterie Plate
Rosemary Parmesan Popcorn
Seasonal Salsa Fresco + Blue Corn Chips
Bacon Jam + Whipped Goat Cheese + Toast Bites
Stuffed Pepper Poppers
Asian Quick Pickled Deviled Eggs
Fruit Bowl

TOASTS

Romesco + Wilted Greens + Sourdough
Bacon Jam + Fried Duck Egg + Gouda + Greens + Town Talk White
Country Benny: Ham + Poached Egg + Bechamel + Town Talk White
Mushrooms + Greens + Cheese + Multi Grain
Seasonal Garden + Herbed Cheese Spread + Sourdough
Bread + Butter- House made butter on Sourdough
Cinnamon + Sugar- Butter + Cinnamon/Cardamom + Sugar
Seasonal Fruit + Nut Butter - Local Honey + Crushed Nuts + Sourdough

SALADS + SIDES

Seasonal Garden + House Vinaigrette
Ginger Asian + Mixed Greens + Miso Vinaigrette
Pepper Potato Salad
Roasted Beet Root + Whipped Goat Cheese + Local Honey + Nuts
Add an Egg Add a Duck Egg
Add Bacon, Ham or Sausage

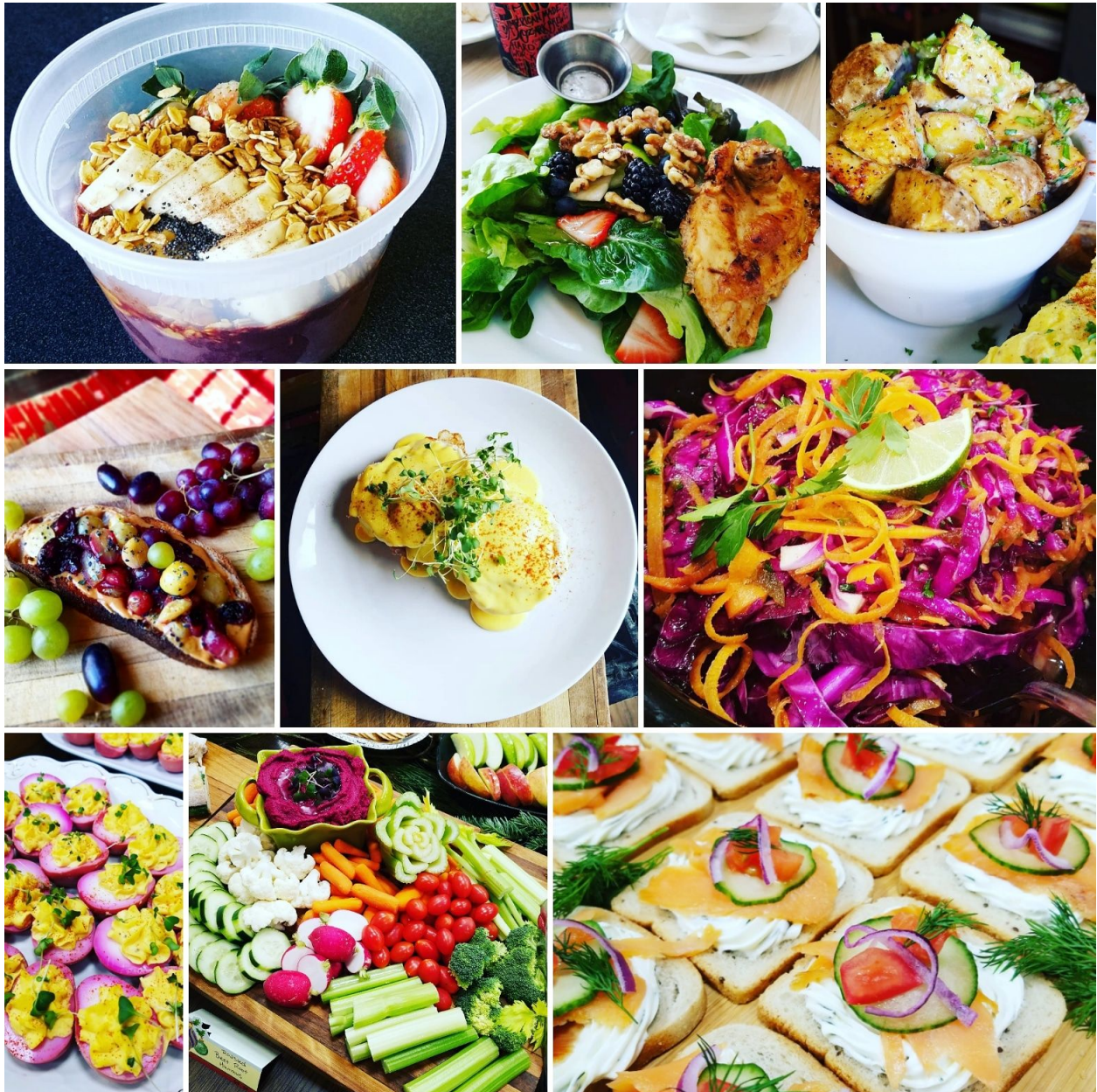
DESSERT

Assorted Pastries - see the counter.
Gelato

620.231.2253

Find us on Facebook, Instagram, Twitter
Call for to-go orders!

Sample Items:



Service

The service at T O A S T will be fast casual/“quick-service”/counter service model style as it is called. Customers will order at the counter and their food will be delivered to their table

once it is prepared. This style of service will allow for faster turnover of tables and the ability to service more customers throughout the day.

Management Team

With over 10 years experience of running a small business in the hospitality industry Heather will lead the team at TOAST. She will act as manager and head chef. One other manager will be hired to oversee operations during the evenings and to help keep operations running smoothly. Finances, including payroll, will be done by Roger Horton (long time bakery owner and accountant for Sweet Designs Cakery). The team is designed to run on minimal manpower to keep the operations cost low in order to maximize profit in the first year. In the future, more servers or cooks may be added as needed.

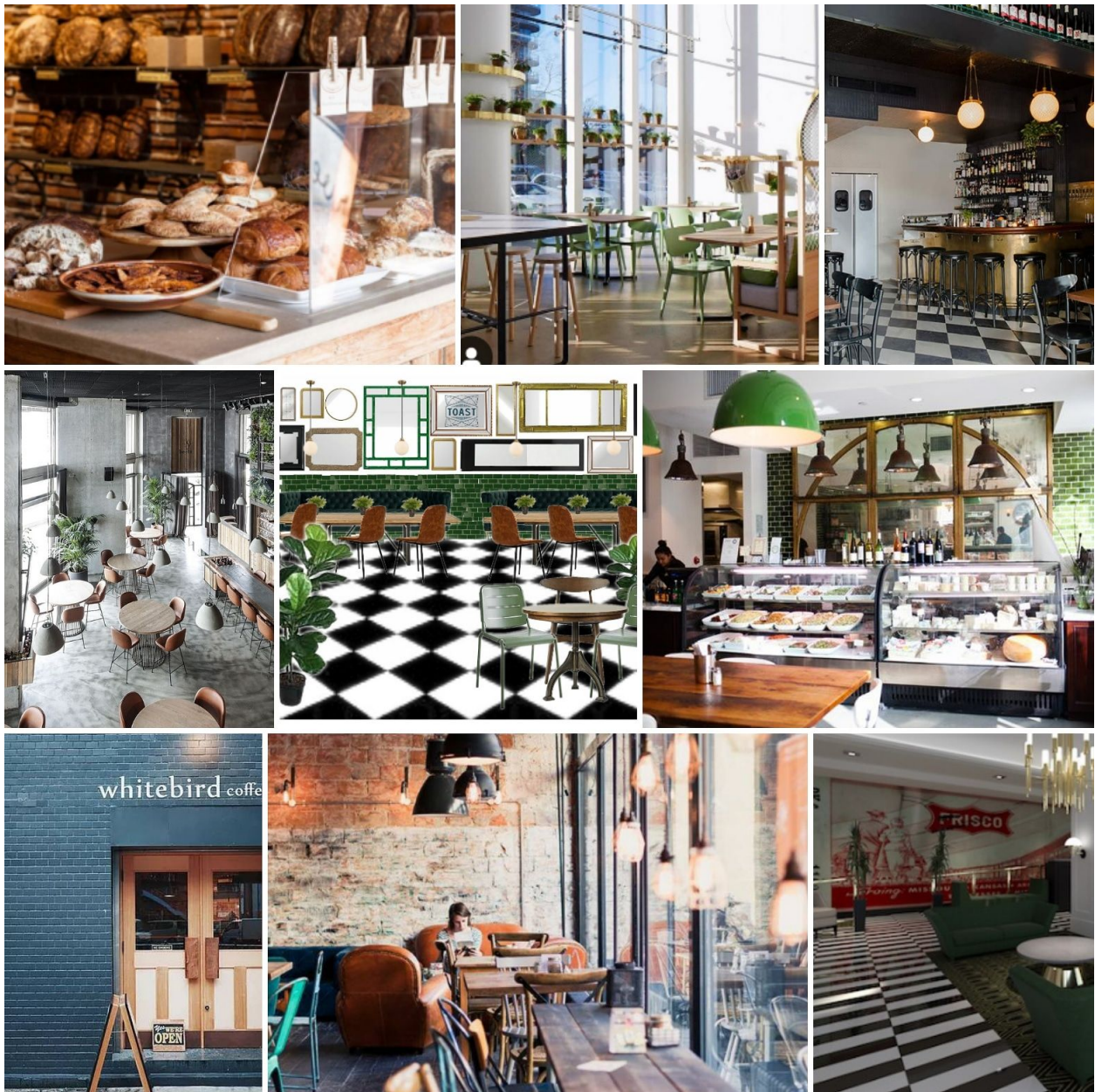
Heather and Roger have been working with the Kansas Small Business Development team at Pittsburg State University for over ten years while building, maintaining and growing Sweet Designs Cakery. Naturally, when the Horton's thought about the concept of TOAST they knew where to turn for guidance. The KSBDC has assisted in the financial projections for the project and will continue to follow it through the years. They will offer assistance as needed to insure the success of the eatery.

This project is a unique one in that TOAST is a part of an even larger endeavor. Pittsburg State University, the City of Pittsburg and the Vecino Group (out of Springfield, MO) are all working together on the Block 22 project in the heart of Downtown Pittsburg at 4th & Broadway. Each entity has a stake in the success of TOAST. They are all offering support in whatever way possible and will continue to do so in the years to come.

The owners were building the brand well before the conception of TOAST without even knowing it by their involvement in the community and the local food scene. Heather taught the Culinary Arts class through Fort Scott Community College at Pittsburg High school. She and Roger continue to organize one of Pittsburg's most well known Downtown events the Pittsburg ArtWalk. According to a study conducted by Angelou Economics out of Texas in 2016 stated that retailers that provide local produce should be supported by the city because they help create an attractive and unique quality of place and that building a local festival economy can help further develop a brand for Pittsburg. In the strategic recommendations to the City of Pittsburg Angelou Economics recommended first and foremost to promote local entrepreneurship and attract jobs & investments. Number four on their recommendations list was to enrich the quality of place. We believe TOAST exemplifies this line of thinking.

Design

Modern, warm and eclectic are just a few words that come to mind when trying to describe the overall design of TOAST. The idea is to keep the design minimal so that the people inside and the food on the plate can be the colorful focal point.



Target Market

Because of the focus TOAST will take on the community and the farm to table movement many sections of the market will be encompassed. The location is unique to the area. Roughly 100 college students who are upperclassmen will live directly above the eatery. These students tend to lean towards fast casual dining to fit in with their busy lives. They also seek out unique dining experiences for entertainment during downtime. These upperclassmen with more refined pallets will feel at home here having a menu that is familiar, yet challenging.

Young professionals ages 21-45 are very active in Southeast Kansas. The Pittsburg Area Young Professionals organization currently has 107 members coming from 74 different local companies. This demographic works hard and plays harder. Instead of cooking at home, they prefer to go out with friends for drinks and a casual atmosphere.

Another target audience that TOAST will touch is industry professionals such as professors, medical professionals, lawyers and the like. Those who are a little more cultured, educated with more advanced palettes and a larger expendable income. Not only do these professionals look for healthier options for lunch, they also are willing to travel for the right place for dinner & a nice beverage. With that, we feel we can draw clients from all over SEK and even into Missouri.

By having a wide range of audience during different times of the day, throughout the week TOAST will rarely have an empty seat.

Location

Located in the historic heart of Downtown Pittsburg inside Block 22 in the entertainment district. The eatery will be centralized among offices, student housing, close to the PSU makers space, near City parks and entertainment venues such as the Colonial Fox Theatre, Memorial Auditorium and local pubs. This section of Pittsburg is seeing a renaissance. Redevelopment of the Downtown District will be a catalyst and cause a ripple effect to the rest of the city and surrounding areas. Pedestrian friendly bike routes and public transportation routes will flow directly to Downtown. Shuttles will run students back and forth from the University daily. Without many options for dining in the Downtown District T O A S T is setup for success from the start.



Market Overview

According to IBISWorld, an industry research company, the cafe industry has had an annual growth rate of 4.6% from 2012 to 2017. The annual growth is projected to be 2.0% into 2022. The bakery cafe industry is heating up as consumers become more interested in moderately priced, high-quality menu offerings. Based on these trends, industry revenue is expected to have continued growth. Many savvy independents have made profitable businesses with niche, high-end offerings, such as cupcakes and macarons. TOAST falls in line with the niche market offering pastries, cupcakes, macarons, gelato and gourmet toasts. We will offer top-tier customer service with a personal touch and healthy food alternatives that barely exist in our local market currently.

Marketing & Publicity

The majority of our marketing and publicity will be done through social media. Mostly free and very relatable to our target markets. We've had great success using a variety of social sites such as Facebook, Instagram, Twitter and Snapchat for Sweet Designs Cakery. We intend to carry that concept over into TOAST. We'll be implementing a team effort approach by allowing our staff to aid in this endeavor by posting to their own social sites. Not only will this make working at TOAST fun, it will help to spread the word a lot faster. Our staff will be trained on proper ways to represent our image and brand.

We will have a website for a web presence. In looking towards the future we would like to implement an ordering system online, but that will come in year two. The idea is to accommodate our target audience who are very tech savvy in a fast paced world.

Before opening we will reach out to local press and even invite them in for a soft opening. During the soft opening we will invite other influential SEK residents to test the product and help to create a buzz.

After opening we will utilize fun marketing strategies like specials for #TOASTuesday (a great deal on a toast & a beverage). We'll toast to that! Our hope is that #TOASTuesday can compete with #TacoTuesday. We'll have daily & weekly specials highlighting our locally sourced produce alongside the farmer it is sourced from. We plan to have special dinners during off times that will highlight the farm to table movement. "Meet the Farmer" nights and more. Local organizations will find a cozy & inviting place for gatherings in our lounge located just east of the kitchen. We'll use TOAST as a social space to unite members of the community for food and drinks.

There will be a very clear and defined brand that is visible everywhere from the front of the building to the menu, to the website & to-go boxes.

Specialists & Consultants

- **Kansas Small Business Development Center-**
Randy Robinson & Dacia Clark
 - They have been assisting us in the concept, financials and day to day operations of the project and will continue to do so.
 - Dacia will take on some of the day to day financial upkeep in the first year.

- **Wilbert And Besperat CPA, LLC-**
JD Wilbert
 - We will utilize JD when needed for year end taxes & advice.

- **The Fleming Law Firm-**
Kyle Fleming
 - We've consulted with Kyle regarding establishing an LLC and how our two companies should interact financially and legally. He is available on an as needed basis.

- **Pittsburg State University Strategic Initiatives-**
Shawn Naccarato, Darrell Pulliam and Team
 - Shawn and his team are heading up the Block 22 project. As the project continues along, they will work with us to help better establish our brand and assist with marketing.

- **City of Pittsburg-**
Assistant City Manager Jay Byers & Team
 - The city is continually a source of support and consulting. As we make decisions regarding equipment and the like, they are offering their expertise to ensure that we are on the right track to comply with codes.

- **Pittsburg Area Chamber of Commerce-**
Blake Benson & Team
 - The chamber plays a vital role in the economic development of Downtown Pittsburg. We look to them for advice and possible funding avenues.
 - We are seeking a small loan from the EDAC Revolving Loan Fund.

- **Vecino Group-**
Mat Burton, Developer
 - Mat and his dream team are heading the development efforts at Block 22. He is a wonderful source for future planning and hashing out the concept. He has over 15 years experience in the field.
 - Lizzie Rasmussen, an interior designer with a background in construction, is also working with Vecino to ensure that the aesthetics of the space live up to the time

and effort that has gone into this project.

Business Structure

TOAST is a limited liability company in order to protect the owners personal finances, Sweet Designs Cakery and property.

Upfront costs and Financing Plan:

Total expenses needed before launch include: \$100,000. By completing extensive research and compiling estimates for items such as utilities, payroll for employee training, marketing, equipment, POS system and the like, based on industry standards, we have found the need for approximately \$65K in equipment and furnishings. The remainder includes starting inventory, working capitol, financial accounting, etc. All corresponding financials can be found on the attached 3 year projection sheet. More details can be provided on request.

For the past 11 years the Horton's have been operating Sweet Designs Cakery. They've grown the business over the years. With that, they have provided jobs, been immensely involved in the revitalization of the Downtown Overlay District and built up equity in their commercial property. They plan to provide a few equipment pieces for the new space such as a three door freezer, 20 quart mixer, 3 door deck oven and miscellaneous other items. Sweet Designs Cakery will be an extension of the TOAST kitchen. Roger has been honing his bread baking skills and will wholesale artisan bread to the restaurant along with pastries. Heather is taking on marketing herself, including the build out of a website (this can sometimes cost in upwards of \$10K), designing the menu, signage, and other promotional materials.

\$6K of the initial expenses will be awarded from a Live Well Crawford County Grant (upon opening). \$20K is being requested from the EDAC Revolving Loan Fund and the remaining \$74K is being requested from The First National Bank of Girard.

Within the first year TOAST is projected to employ up to 12 individuals. 2 professional management positions, 1 clerical and 9 general labor.

In year one TOAST's revenue is projected to reach \$423K, \$580K in year two and \$608K by the third year with owners cash benefits upwards to \$100K. For more details regarding projections please see the attached sheet.

**LETTER AGREEMENT
FOR PROFESSIONAL SERVICES**

March 25, 2019

City of Pittsburg, Kansas
Attn: Jay Byers
201 W 4th St
Pittsburg, KS 66762

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**
Pittsburg Land Use Plan (the "Project")
Pittsburg, Kansas

Dear Mr. Byers:

It is our understanding that City of Pittsburg, Kansas ("Client") requests Olsson, Inc., DBA Ochsner Hare & Hare, the Olsson Studio ("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: April 2019
Anticipated Completion Date: September 2019

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 by agreement among the parties, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties. However, the Client's schedule will not be unreasonably delayed.

Olsson's anticipated Project schedule is attached to this Agreement.

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services a lump sum of Sixty-Four Thousand Ninety Dollars and Twenty Cents (\$64,090.20). Olsson's reimbursable expenses for this Project are included in the lump sum. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

PHASE		FEE
Phase 100	Project Management, Kickoff, and Project Meetings	\$8,000.00
Phase 200	Discovery	\$9,160.00
Phase 300	Market Analysis	\$4,000.00
Phase 400	Visioning, Engagement, and Concept Planning	\$25,920.00
Phase 500	Land Use Plan and Implementation Matrix Development	\$4,640.00
Phase 600	Refinement and Adoption	\$3,920.00
Phase 700	Stormwater Planning	\$5,200.00
Phase 800	Reimbursable Expenses	\$3,250.20
	TOTAL FEE	\$64,090.20

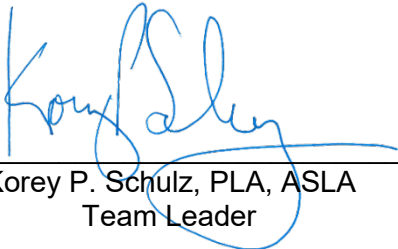
TERMS AND CONDITIONS OF SERVICE

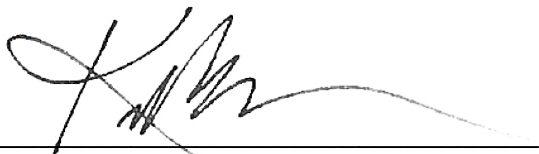
We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be _____.

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 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC., DBA OCHSNER HARE & HARE THE OLSSON STUDIO

By  _____
Korey P. Schulz, PLA, ASLA
Team Leader

By  _____
Ken Boone
Vice President

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
General Provisions
Scope of Services
Project Schedule

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated March 25, 2019 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 Omitted

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 - OMITTED

- 4.1 Omitted
- 4.2 Omitted
- 4.3 Omitted
- 4.4 Omitted
- 4.5 Omitted
- 4.6 Omitted
- 4.7 Omitted
- 4.8 Omitted

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 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 Omitted

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 Work Products

7.2.1 Proprietary Rights - Client shall own all right, title and interest in any work product specified in the Scope of Services or any other tangible or non- tangible materials specified in the Scope of Services as deliverables to be provided by Olsson to Client in accordance with the Services and all copies thereof. Where applicable, such work product will be "Works Made for Hire" under Title 17 of the United States Code as it may be revised and amended from time to time. In each case solely in conjunction with the work product delivered hereunder, Olsson agrees the Client will have a perpetual, irrevocable, non- exclusive, worldwide, royalty-free license to use, display, perform and prepare " derivative works" as defined in the Copyright Act, 17 U. S. C. 101 for any and all ideas, improvements, inventions and works of authorship conceived, written, created or first reduced to practice in the performance of work specified in the Scope of Services.

7.2.2 Electronic Files. For purposes of the work products produced under this agreement, electronic files, documents or records provided by Olsson representing deliverables under the scope of services shall be considered original documents fulfilling the requirements defined in this agreement. Any electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document. Any electronic file, document or record delivered by Olsson under the scope of services and bearing an original or electronic signature or professional stamp will be considered valid. Such files, documents or records shall have the same validity as paper-based files, documents or records and shall be retained as public records by Client. Client agrees 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 to the electronic files, documents or records made by anyone other than Olsson.

7.3 Construction Cost Estimate - Omitted

7.4 Prevailing Wages – Omitted

7.5 Samples – Omitted

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.

General Provisions Modified 04/04/2019

SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated March 25, 2019 between City of Pittsburg, Kansas (“Client”) and Olsson, Inc., DBA Ochsner Hare & Hare the Olsson Studio (“Olsson”) providing for professional services. Olsson’s Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Pittsburg, Kansas

Project Description: Pittsburg Land Use Plan

SCOPE OF SERVICES

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

DESIGN SERVICES

Phase 100 - Project Management, Kickoff, and Progress Meetings

Olsson will provide general project management coordination, oversight, quality/cost control, information coordination, schedules and milestones, invoicing, and quality review.

Olsson will attend Project meetings in person or by conference call for Project kick-off and initiation; ongoing Project status meetings; and formation of Project stakeholder group.

Olsson will attend one (1) kick-off meeting to define expectations and clarify Project goals. Olsson shall review Project scope, schedule, and public engagement strategy and stakeholder group shall be established. Following the meeting, Client shall coordinate formation, outreach, communication, and management of Project stakeholder group.

Olsson will attend a minimum of one (1) monthly virtual meeting with Client to discuss Project status. Olsson shall provide Client with brief memos summarizing progress to date, at least 48 hours prior to these meetings. Client shall communicate information to stakeholder group and broader public.

Deliverables: Meeting memoranda, as required; Project kickoff meeting materials; brief memo for each monthly status meeting

Meeting(s): One (1) in-person Project kickoff meeting; six (6) virtual status meetings (one (1) meeting per month)

Phase 200 - Discovery

Client shall provide Olsson with existing conditions data, including:

- GIS data – Client shall coordinate and provide exact data sets, as requested by Olsson, the following:
 - Parcels
 - City and County boundaries
 - Existing and future land use

- Existing and future development locations
- Existing zoning
- Special use districts/overlay zones (Mid-City Renaissance District, Broadway Corridor, Downtown Overlay District, South 69 Corridor, Warehouse District, and City-wide stormwater locations)
- Utility locations
- Transportation networks (all modes), including streets
- Natural features, including flood zones/floodplains, water bodies, wetlands, open space, tree masses, et cetera
- Municipal facilities, including fire and police stations, schools, et cetera
- Planimetric data (pavement edges, sidewalks, parking lots, building footprints, et cetera)
- Available economic development data (vacancy/occupancy rates, building permits awarded, et cetera)
- Census and other relevant data for the City of Pittsburg (housing vacancy/occupancy; rental housing vacancy/occupancy; household composition; household income; age distribution; population distribution/growth; job growth; expenditure patterns; educational attainment; and other data sets as determined important by Olsson and Client.)

Client shall review and provide a written summary to Olsson of the following items:

- Housing needs and assessment strategy
- Bicycle and pedestrian master plan
- Pittsburg economic development strategy
- Mid-City Renaissance District plan
- Pittsburg next step memo
- Imagine Pittsburg 2030

Olsson shall include these summaries in the Discovery chapter of the final land use plan document.

Client shall provide existing land use photographic imagery, key building/site conditions, key corridors and City areas, and landmarks, as available.

Olsson will provide Client with a list of questions and objectives for each community meeting. Client will document conversations and input from these sessions; and Olsson will review documentation with Client from meetings. These focused group conversations may include meeting with representatives from the following organizations:

- Various City staff members
- Pittsburg State University
- Economic Development Center
- Parks and Recreation
- Crawford County staff members
- Chamber of Commerce
- Via Christi Hospital
- Atkinson Municipal Airport
- Pittsburg School District
- Major employers

Deliverables: Community meeting script/questions; draft of Section 1 – Introduction; draft of Section 2 – Current Conditions of the land use plan

Meetings: One (1) community site visit

Phase 300 – Market Analysis

Olsson will prepare a market analysis to identify feasible, market-driven infill, and urban fringe development opportunities and constraints within the City of Pittsburgh. Analysis will evaluate City’s potential to support future development and redevelopment of a variety of land uses including, but not limited to:

- Retail
- Employment
- Lodging
- Housing

Olsson shall evaluate a number of topics through internet research and up to six (6) to ten (10) stakeholder interviews, including:

- Analysis of economic and demographic trends impacting the competitive market area, such as population growth, household composition, age distribution, household income, consumer expenditure patterns, job growth, and educational attainment.
- Impact of recent and future public investment evaluated for potential impact on attracting private investment and improving the business and economic environment.
- Current inventory of commercial space and housing units and historical trends in new constructions, vacancies, absorption, values, rents, and room rates.
- Short- and long-term need for additional commercial space, hotel rooms, and housing units.
- Site-specific evaluations to determine the viability of opportunity sites to accommodate the development of mixed land uses.

Olsson shall evaluate City’s economics, demographics, and real estate market; and impact on future urban development trends. Olsson shall incorporate both an economic and demographic analysis of the competitive market area, and a highest and best-use analysis examining directly competitive real estate market trends, a site-specific land use assessment, and 20-year real estate demand forecasts and urban growth patterns.

Olsson shall identify potential development and redevelopment opportunities for the City, based on study findings, including a feasible land use mix, appropriate densities, viable areas for urban expansion outside City limits, potential open space network, and supportable short- and long-term demand for new commercial and employment uses and housing units.

Deliverables: Draft of market analysis report, included as an appendix to the land use plan (a summarized version of this process will also be provided and included as Section 3 – Market Analysis within the land use plan)

Meetings: Individual stakeholder interviews

Phase 400 – Visioning, Engagement, and Concept Planning

Olsson shall provide multiple venues, strategies, and portals for community input on key land use issues with stakeholder group and public. Stakeholder group should be made up of key property owners, business owners, residents, and City and County staff.

In-Person Engagement

Olsson will conduct a three (3) day visioning and planning charrette, including a variety of planning activities to identify Project goals and direction. Olsson will use preliminary information, graphics, analysis mapping, and potential planning concepts to establish a project vision and gather feedback.

This three (3) day event will start with a visioning session for the stakeholder group to develop an initial vision and guiding principles for Project. The session will facilitate small-group discussions and review sessions with the larger group, interactive exercises, survey questions, visioning session themes will be reviewed and compared complete to internal to develop the land use plan and planning charrette.

Planning charrette shall generate creative ideas and solutions for future land use efforts within City limits. Exhibits and conversations will be topical to ensure feedback is valuable and applicable. Olsson will explore planning solutions, addressing current conditions, community needs, land use and zoning code review, infill and redevelopment, market and economics, and other topics, as required.

Planning charrette will include stakeholder group progress sessions, preference exercises, and ongoing planning sessions. Charrette will include a community open house to view progress and provide input. Final concepts will be presented to the stakeholder group in presentation format.

Client will provide coordination, booking, and expenses for the meeting space necessary for the 3-day visioning and planning charrette and open house. Client shall advertise the visioning and planning charrette and the open house to the broader public.

Client shall provide a space and pay required reservation fees for the charrette event. Space shall:

- Accommodate at least 30 people
- Have blank wall space (no windows preferred)
- Have walls without art and other attached materials
- Have walls that painters' tape may be affixed to
- Have layout tables that can be moved into various arrangements
- Have chairs for the tables
- Have electrical outlets
- Have Wi-Fi
- Be secured at night so all materials can be left out and on walls and tables
- Allow Olsson access from, at a minimum, 7:30am to 6:00pm
- Have no other events scheduled to use the space during the Charrette event (at any time, day or night)

Open house event may be conducted in the same facility, depending on size, availability, and accommodation. Olsson will coordinate with Client on requirements for the Open House.

Online Engagement

Olsson will create a dedicated website or digital platform to allow interested participants to view and provide feedback and learn how to get involved in the planning process. Client will maintain website operations, updates, monitoring, and maintenance once creation is complete. Client is responsible for uploading Project progress information to the website, including schedules, images, content, et cetera. Website will be created in WiX. Olsson will provide Project progress information to Client, as available and required.

Olsson will provide and analyze findings of a succinct (ten questions or less) public survey. Survey will be integrated into Project website and will focus on high-level priorities, and Client shall advertise the survey. Iterations of the land use plan will be measured against priorities dictated in the public survey findings.

Deliverables: Agendas and meeting summaries as required; social media content (Microsoft Word format); Project website or other digital platform (WiX); public survey (10 questions or less); and analysis of results (incorporated into land use plan)

Meetings: One (1) visioning session and planning charrette with the stakeholder group, including individual stakeholder interviews; one (1) public open house

Phase 500 – Land Use Plan and Implementation Matrix Development

Olsson will evaluate preferred concepts generated at the planning charrette and open house. Olsson will align concepts with Project goals and objectives identified in the visioning session, as compared to principles of current planning efforts.

Following concept analysis, Olsson will provide recommendations and implementation strategies. Land use plan will address current conditions and community requirements. Recommendations will incorporate graphics and imagery, as required. Additional issues will be considered for inclusion, as required.

Land use plan will include chapters on transportation, housing, downtown, public facilities, sustainability, and food and health needs. A plan draft will be provided to Client for review.

An implementation matrix that addresses the recommended next steps for the Client to take upon Land Use Plan completion and adoption will be incorporated such that it is clear what must be done to carry the recommendations into action. This will be addressed by using an implementation matrix that spells out the next steps, policy decisions that must be considered/made, the key personnel/departments involved in the execution of next steps, and the responsibilities of each person/department involved.

Deliverables: Land use plan draft; draft implementation matrix and next step recommendations in PDF file format

Meetings: None

Phase 600 – Refinement and Adoption

Olsson will coordinate with Client during review and refinement process to ensure that concerns and comments are addressed in the final deliverable. Client shall compile a written list of revisions to be incorporated into the document, based on input from the stakeholder group, City Commission, and Others, as desired. Olsson shall include proposed revisions in the final document for the land use plan and implementation matrix.

Final deliverable for the land use plan shall be provided in digital format. No hard copies or printing is included in this Scope of Services.

Deliverables: Final land use plan; final implementation matrix in PDF file format

Meetings: None

Phase 700 – Stormwater Planning

Olsson shall provide a high-level review of stormwater strategies and recommendations to incorporate into the land use plan. A City-wide stormwater master plan is not included in this Scope of Services.

Olsson will perform the following tasks as part of the stormwater assessment:

- Evaluate and identify major drainage throughout City limits
- Provide recommendations for protection and prohibited development adjacent to identified, major drainage ways
- Evaluate run-off potential, based on projected zoning and land use
- Provide recommendations for potential locations of regional detention

Deliverables: Recommendations to be incorporated into land use plan

Meetings: None

ASSUMPTIONS

- Olsson shall coordinate with Client to review and amend Project fees, as needed, to align with any revisions of this Scope of Services or Project schedule that may occur
- Services shall be completed one (1) time only. Repetition of any tasks, beyond normal design/review processes, or as noted in this Scope of Services shall be considered as additional services.

EXCLUSIONS

The following services are not included in this Scope of Services but can be provided by Olsson as additional services, if requested:

- Construction drawings
- As-built drawings/certifications
- Field and construction services, including construction staking, testing, and observation
- Permit fees
- Project-related permitting
- Easement legal descriptions and exhibits
- Items not specifically included in the Scope of Services
- City-wide stormwater master plan
- Hard copied of printing of land use plan and implementation matrix

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.

PROJECT SCHEDULING

Anticipated Project schedule is below. Olsson reserves the right to adjust this schedule and any or all dates.

OVERALL PROJECT

MAY: DISCOVERY

- Existing conditions
- Market analysis
- Stormwater analysis
- Focused community visits/discussions
- Site visit
- Steering Committee kickoff meeting
- Public survey released
- Website live

JUNE-JULY: VISIONING AND ENGAGEMENT

- Visioning session
- Planning charrette
- Open house

AUGUST: DRAFT LAND USE PLAN AND IMPLEMENTATION MATRIX DEVELOPMENT

- Draft land use plan creation
- Draft implementation/next steps matrix development

SEPTEMBER: FINAL LAND USE PLAN AND IMPLEMENTATION MATRIX DEVELOPMENT

- Final land use plan
- Final implementation/next steps matrix

OCTOBER: ADOPTION

VISIONING AND CHARRETTE

**italicized items are required for stakeholder committee*

DAY 1

- *8:00 am – noon: Visioning Session and Existing Conditions Presentation*
 - 8:00 – 10:15 am: Visioning Session
 - 15 minute break
 - 10:30 – noon: Visioning recap (summarized themes); Existing conditions data download (existing conditions report, market analysis, public survey results)
- Noon – 2:00 pm: Closed Studio
- 2:00 – 3:00 pm: Technical Committee meeting (agency representatives, city/county staff, technical advisors)
- 3:00 – 6:00 pm: Open Studio (members of the public and stakeholder committee welcome to watch us while we work and/or have informal conversations about concept development)

DAY 2

- *8:00 – 9:00 am: Stakeholder Committee Meeting – review of initial concepts*
- 9:00 – 3:00 pm: Open Studio
- 3:00 – 5:00 pm: Open House set up / prep
- *5:00 – 7:00 pm: Open House*

DAY 3

- *8:00 – 9:00 am: Stakeholder Committee Meeting – open house download*
- 9:00 – 4:00 pm: Closed Studio
- *4:00 – 6:00 pm: Stakeholder Committee Meeting – final concept review*

Project Management Team: 5-8 persons, city and county staff members with decision making authority.

Stakeholder Committee: 30+ persons, stakeholders/members of the community with a vested interest in the city that will commit to serving for the half year long planning process, such as major property owners, organization representatives, etc.

Technical Committee: agency representatives, city/county staff, technical advisors

Open Studio: Open to members of the public, Project Management Team, Stakeholder Committee, and Technical Committee

Closed Studio: Closed to all except Project Management Team

AGREEMENT FOR CONSULTING SERVICES

To Establish a Community Development Corporation

THIS CONSULTING AGREEMENT (the "Agreement") dated this 10th day of April, 2019

BETWEEN:

CLIENT

City of Pittsburg 201 West Fourth Street, Pittsburg, KS 66762
(the "Client")

CONSULTANT

Mat Burton 3838 East Linwood Terrace, Springfield, Mo 65809
(the "Consultant")

BACKGROUND

A. The Client is of the opinion that the Consultant has the necessary qualifications, experience and abilities to provide consulting services to the Client.

B. The Consultant is agreeable to providing such consulting services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Consultant (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES PROVIDED

1. The Client hereby agrees to engage the Consultant to provide the Client with a comprehensive analysis and plan for establishing a Community Development Corporation (CDC) in Pittsburg, KS, including such items as:

- Organizational name, visual identity, and positioning
- Mission, objectives, and goals
- Operational model with supporting budgets and pro formas
- Overall program focus to include geographic areas served and suggested priority projects and supporting initiative and tactics
- Proposed legal structure(s) and supporting documents
- Funding strategy and supporting financing tools for actual project implementation

- Recommended legal and accounting partners

2. It's anticipated the Consultant will generally undertake the following process in completion of the aforementioned services:

- Research of existing community materials, plans and reports
- Facilitating group meetings with representatives from other strategically relevant community organizations
- Hosting individual meetings with key leaders from such organizations, as well as other important constituents and community stakeholders
- Review of other CDC best practices
- Identification and coordination of work with outside freelancer
- Interviews of potential legal and accounting partners
- Coordination of initial legal research, legal document preparation and accounting analysis
- Ongoing consultation and discussion of findings and recommendations with City Officials
- Formal preparation of conclusions and plan for presentation to City Officials and any other designated representatives or groups

3. The final plan delivered by the consultant will be in the form a comprehensive document(s), the final form of which will be determined in collaboration with the client based on their communication and presentation needs.

SUPPORT SERVICES

4. The Client agrees to provide the Consultant with the necessary support in delivery of their services by providing access to key staff, documents, feedback and coordination with other individuals and organizations as requested.

TERM OF AGREEMENT

5. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services no later than August 31st, 2019, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.

6. In the event that either Party wishes to terminate this Agreement prior to the completion of the Services, that Party will be required to provide 30 days' written notice to the other Party.

PERFORMANCE

7. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

COMPENSATION

8. The Consultant will charge the Client a flat fee of \$12,000.00 for the Services (the "Compensation").

9. The Client will be invoiced as follows:

- 20% at the end of four weeks, 20% at the end of eight weeks, 20% at the end of twelve weeks and 40% at the end of the term of the contract.
- The Client reserves the right to delay payment by providing the consultant a written notice if they believe the project is behind the generally anticipated schedule

10. Invoices submitted by the Consultant to the Client are due within 30 days of receipt.

REIMBURSEMENT OF EXPENSES

11. The Consultant will not be reimbursed for normal day-to-day expenses associated with conducting his work and travel to and from Pittsburg.

12. Consultant will be reimbursed for expenses incurred by consultant that are not normal day-to-day expenses if approved in advance by the client in writing..

OTHER PAYMENTS

13. Any other services provided by other entities in support of this agreement must be approved in advanced by the Client and will be billed directly from the outside provide to the Client.

RETURN OF PROPERTY

14. Upon the expiry or termination of this Agreement, the Consultant will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

CAPACITY/INDEPENDENT CONTRACTOR

15. In providing the Services under this Agreement it is expressly agreed that the Consultant is acting as an independent contractor and not as an employee. The Consultant and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Consultant during the Term. The Consultant is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Consultant under this Agreement.

NOTICE

16. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

- a. City Clerk
City of Pittsburg
201 West Fourth Street, Pittsburg, KS 66762
- b. Mat Burton
3838 East Linwood Terrace, Springfield, Mo 65809

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

INDEMNIFICATION

17. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, Consultant agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

MODIFICATION OF AGREEMENT

18. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

TIME OF THE ESSENCE

19. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

ASSIGNMENT

20. The Consultant will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

ENTIRE AGREEMENT

21. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

INUREMENT

22. This Agreement will inure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

TITLES/HEADINGS

23. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

GOVERNING LAW

24. This Agreement will be governed by and construed in accordance with the laws of the State of Kansas. In the event that either party files suit to enforce the agreement that venue is restricted to the District Court of Crawford County, Kansas.

SEVERABILITY

25. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

WAIVER

26. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures on this 10th day of April, 2019.

Client: City of Pittsburg

Signature

Name

Consultant: Mat Burton

Signature

Name