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Approval of staff request to appoint Jamie Brooksher and Beth Geiger to first four-year terms as a members of the Library Board of Trustees effective May 1st, 2014, and to expire on April 30th, 2018.

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Approval of staff recommendation to designate The Morning Sun as the official City newspaper.

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Approval of staff recommendation to designate BMO Harris Bank, Community National Bank, Commerce Bank, First Federal Savings and Loan, Labette Bank, Landmark Bank, and University Bank as official City depositories.

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Approval of the Appropriation Ordinance for the period ending April 8, 2014, subject to the release of HUD expenditures when funds are received.

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REQUEST TO VACATE - The City of Pittsburg advertised for Public Hearing, on Tuesday, April 8th, 2014, at the City Commission Meeting commencing at 5:30 p.m. for the purpose of vacating the alley located in the 1700 Block of North Walnut Street described as beginning at the northern corner of said lot 125; thence west 85 feet to the northwest corner of lot 125; thence north 16 feet; thence east 85 feet; thence south 16 feet to the point of beginning, all located on lot 125 of Nesch Addition to City of Pittsburg, Crawford County, Kansas.

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CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, April 08, 2014
5:30 PM

CALL TO ORDER BY THE MAYOR:

- a. Invocation by Mary Cash of the Community of Christ
- b. Flag Salute Led by the Mayor
- c. Presentation of AAA Platinum Traffic Safety Award by Jim Hanni
- d. Public Input

REORGANIZATION OF THE BOARD OF COMMISSIONERS:

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

CONSENT AGENDA:

- a. Approval of the March 25, 2014, City Commission Meeting minutes.
- b. Approval of staff recommendation to award the bid for the Directional Drilling of Water Pipe and Communications Cables to Jim Radell Construction Co., Inc., of Pittsburg, Kansas, based on their low bids in the amount of \$10.00 per lineal foot for 5/8" to 3/4" service, \$9.00 per lineal foot for 2" water pipe, \$10.00 per lineal foot for 4" water pipe, \$16.00 per lineal foot for 6" water pipe, \$18.50 per lineal foot for 8" water pipe, \$22.50 per lineal foot for 10" water pipe, \$27.00 per lineal foot for 12" water pipe, \$38.50 per lineal foot for 16" water pipe, \$110.00 per hour for backhoe and operator, \$7.00 per lineal foot for 2" cable, \$10.00 per lineal foot for 4" cable, \$12.00 per lineal foot for 6" cable, \$1.00 per lineal foot to pull/push inner duct into bore, \$0.50 per lineal foot to pull/push cable into inner duct, \$1.00 per lineal foot to pull/push cable alongside bore, \$10.00 each for installation of aboveground marking, \$250.00 each for installation of underground vaults, \$0.25 per lineal foot to pull cables out of existing inner duct, \$0.85 per lineal foot for inner duct (sizes 1-1/4", 2"), \$0.20 per lineal foot for trace wire, \$19.25 each for aboveground marking material (poles, caps, etc.), and \$275.00 each for underground vaults and, if approved, authorize the issuance of the necessary purchase order.

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, April 08, 2014
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- c. Approval of staff request to waive the City Bid Policy to allow work for the construction of walkways and ladders on the two aeration towers at the Water Treatment Plant by a local single-source company, Troy's Ornamental Iron, of Frontenac, Kansas, for a lump sum of \$16,000 and, if approved, direct staff to issue the necessary purchase order for this work.
- d. Approval of Economic Development Advisory Committee's (EDAC) recommendation to forgive the 2014 loan payment in the amount of \$6,666.66 owed by the Downtown Pittsburg Housing Partners, L.P., as they have met the requirements for forgiveness set forth in their loan agreement with the City.
- e. Approval of staff recommendation to award bids for chemicals for the Pittsburg Aquatic Center to: Biopolymers, Pittsburg, Ks, only bid received, for Sulfuric Acid at \$160 per 55 gallon drum; and Commercial Aquatic Services, Inc., Olathe, Ks, only bid meeting specification, for Pulsar Plus Calcium Hypochlorite with a minimum of 65% available chlorine (Pulsar Briquettes) at \$108.54 per 50 pound bucket.
- f. Approval of the three-party agreement between the City of Pittsburg, Professional Engineering Consultants, P.A., and the Secretary of Transportation of the State of Kansas acting by and through the Kansas Department of Transportation for construction engineering services for the Broadway and 20th Street Intersection Improvements Project and, if approved, authorize the Mayor to sign the three party agreement on behalf of the City.
- g. Approval of Matt Hess as the developer of Lot #6 in Lincoln Square Development, and approval of the Mayor to sign the necessary Development Agreement, Certificate of Restrictions, and the Kansas Quit Claim Deed.
- h. Approval of staff request to appoint Brian Coomes to fill the unexpired term of Dennis Meier as a member of the Building Code Board of Appeals, effective immediately and to expire on December 31, 2014.
- i. Approval of the request submitted by Angie Hadley, Program Coordinator for the Restorative Justice Authority of Crawford County, to appoint Jon Bishop, Stacy Kratz, and Pat Pence as members of the Juvenile Corrections Advisory Board (JCAB).

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
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- j. Approval of staff request to appoint Jamie Brooksher and Beth Geiger to first four-year terms as members of the Library Board of Trustees effective May 1st, 2014, and to expire on April 30th, 2018.
- k. Approval of staff recommendation to designate The Morning Sun as the official City newspaper.
- l. Approval of staff recommendation to designate BMO Harris Bank, Community National Bank, Commerce Bank, First Federal Savings and Loan, Labette Bank, Landmark Bank, and University Bank as official City depositories.
- m. Approval of the Appropriation Ordinance for the period ending April 8, 2014, subject to the release of HUD expenditures when funds are received.
ROLL CALL VOTE.

SPECIAL PRESENTATION:

- a. ECONOMIC DEVELOPMENT UPDATE - Director of Economic Development Blake Benson will provide an update on Economic Development in Pittsburg. **Receive for file.**

PUBLIC HEARING:

- a. REQUEST TO VACATE - The City of Pittsburg advertised for Public Hearing, on Tuesday, April 8th, 2014, at the City Commission Meeting commencing at 5:30 p.m. for the purpose of vacating the alley located in the 1700 Block of North Walnut Street described as beginning at the northern corner of said lot 125; thence west 85 feet to the northwest corner of lot 125; thence north 16 feet; thence east 85 feet; thence south 16 feet to the point of beginning, all located on lot 125 of Nesch Addition to City of Pittsburg, Crawford County, Kansas. **Following Public Hearing, consider request and, if approved, direct the preparation of the necessary Order.**

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, April 08, 2014
5:30 PM

CONSIDER THE FOLLOWING:

- a. **CONDITIONAL USE REQUEST** - The Planning and Zoning Commission, in its meeting of March 24th, 2014, voted 4 to 1 to recommend Governing Body approval of a request submitted by the City of Pittsburg on behalf of AT&T for a Conditional Use under the provisions of Article 30 of Pittsburg Zoning Ordinance to allow an 190' communications tower to be placed at 410 East Quincy. **Approve or disapprove the recommendation. If the Governing Body is not in agreement with the recommendation as provided, the State Statutes stipulate that the Governing Body, by a simple majority, may deny the request or send it back to the Planning and Zoning Commission for further consideration.**

- b. **HOUSING NEEDS ASSESSMENT CONSULTANT**- Approval of staff recommendation to enter into an agreement with Novogradac & Company LLP, of Overland Park, Kansas, to conduct the update to the City's 2008 Housing Needs Assessment, for the total fee of \$18,500. **Approve or disapprove recommendation and, if approved, authorize the Mayor to sign the contract proposal agreement.**

NON-AGENDA REPORTS & REQUESTS:

ADJOURNMENT

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
March 25th, 2014

A Regular Session of the Board of Commissioners was held at 5:37 p.m., on Tuesday, March 25th, 2014, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor Michael Gray presiding and the following members present: John Ketterman, Chuck Munsell, Monica Murnan and Patrick O'Bryan

Don Talent of the Open Door Fellowship provided the invocation.

Mayor Gray led the flag salute.

APPROVAL OF MINUTES – MARCH 11th, 2014 - On motion of Murnan, seconded by O'Bryan, the Governing Body approved the March 11th, 2014, City Commission Meeting minutes as submitted. Motion carried.

FORGIVABLE LOAN – C.P. COMMUNICATIONS – On motion of Murnan, seconded by O'Bryan, the Governing Body approved the Economic Development Advisory Committee's recommendation to forgive the 2013 loan installment in the amount of \$12,532.21 to be made by C.P. Communications, as they have complied with the requirements set forth in the forgivable loan documents and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried.

FORGIVABLE LOAN – SOUTHEAST KANSAS RECYCLING CENTER – On motion of Murnan, seconded by O'Bryan, the Governing Body approved the Economic Development Advisory Committee's recommendation to forgive half of the 2012 and 2013 loan installments in the amount of \$3,000 each (\$6,000 total) to be made by the Southeast Kansas Recycling Center, as they have complied with the requirements to operate a household hazardous waste facility in Pittsburg as set forth in the forgivable loan documents and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried.

AIRPORT MODERNIZATION AGREEMENT – On motion of Murnan, seconded by O'Bryan, the Governing Body approved the Airport Modernization Agreement between the Kansas Department of Transportation and the City of Pittsburg for an Airport Improvements Project to remove trees in the approach area of Runway 16 at the Atkinson Municipal Airport and authorized the Mayor to sign the Agreement on behalf of the City. Motion carried.

PROFESSIONAL ENGINEERING CONSULTANTS – CONSTRUCTION ENGINEERING SERVICES AGREEMENT – On motion of Murnan, seconded by O'Bryan, the Governing Body approved an Agreement between the City of Pittsburg and Professional Engineering Consultants, P.A. to provide Construction Engineering Services for the Broadway and 20th Street Intersection Improvements Project and authorized the Mayor to sign the Agreement on behalf of the City. Motion carried.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
March 25th, 2014

POLICE SERVICE DOG PURCHASE – On motion of Murnan, seconded by O'Bryan, the Governing Body approved staff request to purchase a trained Dutch Shepard Police Service Dog from Flint Hills K9 Training Center of Emporia, Kansas, for \$5,500, directed staff to prepare the necessary purchase order, and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried.

APPROPRIATION ORDINANCE – On motion of Murnan, seconded by O'Bryan, the Governing Body approved the Appropriation Ordinance for the period ending March 11th, 2014, subject to the release of HUD expenditures when funds are received, with the following roll call vote: Yea: Gray, Ketterman, Munsell, Murnan, and O'Bryan. Motion carried.

PROPERTY AND LIABILITY INSURANCE RENEWAL – On motion of O'Bryan, seconded by Munsell, the Governing Body authorized the renewal of the City's property and liability insurance policy with the EMC Insurance Company, the Airport Liability coverage with Ace Property and Casualty Insurance Company, the P.I.D.C. building coverage with Travelers Insurance Company, and the Police K9 coverage with Nason Associates with an annual total premium cost of \$309,878, and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried.

Mayor Gray requested that at a future City Commission Meeting, Director of Finance Jamie Clarkson provide the results of the re-evaluation of the City's property values to be conducted by the City's insurance carrier.

JOPLIN REGIONAL PROSPERITY INITIATIVE (JRPI) MEMBERSHIP RENEWAL – On motion of Murnan, seconded by O'Bryan, the Governing Body approved the renewal of the City's Joplin Regional Prosperity Initiative (JRPI) membership for the year 2014 (fifth year) in the amount of \$20,000, and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried.

Mayor Gray suggested that discussions be held over the next year regarding future commitments to JRPI.

WESTAR ENERGY ELECTRIC SERVICES AGREEMENTS – On motion of Murnan, seconded by O'Bryan, the Governing Body approved Agreements for Electric Service between Kansas Gas and Electric Company dba Westar Energy, Inc. and the City of Pittsburg for Generation Substitution Services at the East 4th Street Lift Station, Southeast Lift Station and Fire Station #1, and authorized the Mayor to sign the Agreements for Electric Service on behalf of the City. Motion carried with Munsell voting in opposition.

Commissioner Munsell noted that Fire Station No. 1 is located in a residential neighborhood and inquired if the decibel level of the generator, when running, would exceed the City's noise ordinance.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
March 25th, 2014

NON-AGENDA REPORTS & REQUESTS –

BI-MONTHLY BUDGET REPORT – Director of Finance Jamie Clarkson presented the Bi-Monthly Budget Report for the period ending February 28th, 2014.

EXECUTIVE SESSION - On motion of O'Bryan, seconded by Ketterman, the Governing Body recessed into Executive Session not to exceed 30 minutes for discussion regarding personnel matters of nonelected personnel. Motion carried.

The Governing Body recessed into Executive Session at 6:21 p.m.

The Governing Body reconvened into Regular Session at 6:46 p.m.

Mayor Gray announced that no decisions were made and no votes were taken during the Executive Session.

ADJOURNMENT: On motion of O'Bryan, seconded by Ketterman, the Governing Body adjourned the meeting at 6:46 p.m. Motion carried.

Michael E. Gray, Mayor

ATTEST:

Tammy Nagel, City Clerk

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: JOHN H. BAILEY, P.E., PhD
Director of Public Utilities

DATE: April 1, 2014

SUBJECT: Agenda Item – April 8, 2014
DISPOSITION OF BIDS
Directional Drilling of Water Pipe and Communications Cables

Bids were received on Tuesday, April 1st, 2014, for Directional Drilling of Water Pipe and Communications Cables. The work covered by the technical specifications includes:

- 1) Providing assistance to the City of Pittsburg in directional drilling of water pipe and communications cables, that the Contractor will be required to provide labor and equipment to complete the work.
- 2) Contractor will be required to provide labor and equipment and small tools as required to complete the work.
- 3) The City of Pittsburg will supply all necessary pipe, fittings, rock bedding delivered to site, rock backfill for streets, alleys and other areas delivered to site, concrete and other such material for incorporation into the water pipe work. The communications supplies and materials will be supplied by the Contractor.
- 4) The selected Contractor must be licensed or capable of getting licensed as a plumbing Contractor in the City of Pittsburg
- 5) The Contractor shall provide proof of insurance in accordance with the attached Special Provisions.
- 6) The Contractor must provide all necessary safety equipment to comply with OSHA regulations relative to the safety equipment provision, oversight, use and application. The Contractor shall hold the City, and its representatives, harmless in the event of a safety violation during the conduct of the work resulting in an injury or damage to property.
- 7) The Contractor will have responsibility for providing traffic control and barricade protection of his work areas.
- 8) The City of Pittsburg may terminate this Contract as per the Special Provisions.

MEMO TO: DARON HALL
APRIL 1, 2014
PAGE TWO

Bid packets were sent out to six contractors; however, only one bid was received (see attached bid tabulation). After reviewing the bids received, staff is recommending that the bids be awarded to the lone bidder, Jim Radell Construction Co., Inc., of Pittsburg, based on their bids as shown on the bid tabulation.

An open-end contract was previously entered into with Jim Radell Construction Co. (2012) for the directional drilling of water pipe. Those costs have been reflected on the bid tabulation for comparison purposes. These bids were revised this year to include directional drilling of communications cables.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, April 8th, 2014. Action necessary will be approval or disapproval of staff's recommendation to award the bids to Jim Radell Construction Co. based on the bids stipulated in the bid tabulation.

Attachment: Bid Tabulation



City of Pittsburg, Kansas

**Recapitulation of Bids for Directional Drilling
Water Pipe and Communications Cables**

Tuesday, April 1st, 2014, 2:00 p.m.

NAME/ADDRESS OF BIDDER	5/8" to 3/4" Service Lines Per L.F.	2" Water Pipe Per L.F.	4" Water Pipe Per L.F.	6" Water Pipe Per L.F.	8" Water Pipe Per L.F.	10" Water Pipe Per L.F.	12" Water Pipe Per L.F.	16" Water Pipe Per L.F.	Backhoe & Operator Per Hour
Jim Radell Construction Co., Inc. 1200 W. 4 th Street Pittsburg, KS 66762	\$10.00	\$9.00	\$10.00	\$16.00	\$18.50	\$22.50	\$27.00	\$38.50	\$110.00
2012 BIDS	\$10.00	\$8.00	\$8.00	\$15.50	\$15.50	\$22.00	\$22.00	\$34.00	\$75.00

NAME/ADDRESS OF BIDDER	2" Cable Per L.F.	4" Cable Per L.F.	6" Cable Per L.F.	Pulling/Pushing Inner Duct into Bore Per L.F.	Pulling/Pushing Cable into Inner Duct Per L.F.	Pulling/Pushing Cable Alongside Bore Per L.F.	Installation of Aboveground Marking Each	Installation of Underground Vaults Each	Pulling Cables out of Existing Inner Duct Per L.F.
Jim Radell Construction Co., Inc. 1200 W. 4 th Street Pittsburg, KS 66762	\$7.00	\$10.00	\$12.00	\$1.00	\$0.50	\$1.00	\$10.00	\$250.00	\$0.25

NAME/ADDRESS OF BIDDER	Inner Duct (Sizes 1-1/4", 2") Per L.F.	Tracer Wire Per L.F.	Aboveground Marking Material (poles, caps, etc.) Each	Underground Vaults Each
Jim Radell Construction Co., Inc. 1200 W. 4 th Street Pittsburg, KS 66762	\$0.85	\$0.20	\$19.25	\$275.00



DEPARTMENT OF PUBLIC UTILITIES

303 Memorial Drive · Pittsburg KS 66762

(620) 240-5126

www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: JOHN H. BAILEY, P.E., PhD
Director of Public Utilities

DATE: April 1, 2014

SUBJECT: Agenda Item – April 8, 2014
Water Treatment Plant
Construction of Platforms and Ladders on Two Aeration Towers

The aeration towers at the Water Treatment Plant contain numerous plastic balls which tend to collect deposited calcium carbonate. Periodically, every 3-5 years, these balls must be replaced and/or cleaned. The aeration towers have a means of primary access at the top of the towers for plastic element replacement.

The design of the Water Treatment Plant did not include any walkways, stairs or platforms to allow safe access to the upper portions of the towers. The City contacted the aeration towers manufacturer (Met-Pro Environmental Air Solutions) to ascertain the cost of a walkway for each of the towers and was given an estimate of \$22,250. The consulting engineer, Professional Engineering Consultants, P.A., confirmed that it was a responsible estimate.

In an attempt to receive a bid from a local single source company, staff also contacted Troy's Ornamental Iron in Frontenac, Kansas to determine if this was a project they would be interested in doing. This company built the walkway and access ladders for the wash bay in the Public Utilities building, and their workmanship and quality of work were extremely high. Troy's Ornamental Iron proposed an estimate of \$16,000, which included hot dip galvanizing for durability. The Water Treatment Plant Superintendent and I have both reviewed the proposal by Troy's Ornamental Iron and recommend that their bid be accepted. This is an extremely simple project and detailed plans and specifications have not been developed, but they have provided working drawings for the walkways.

MEMO TO: DARON HALL
APRIL 1, 2014
PAGE TWO

In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, April 8th, 2014. Action being requested is to waive the City Bid Policy to allow for the construction of walkways and ladders on the two aeration towers at the Water Treatment Plant by a local single-source company, Troy's Ornamental Iron, for a lump sum of \$16,000 and, if approved, direct staff to issue the necessary purchase order for this work. The funding for this work will be paid through the State revolving loan funded by KDHE.

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

Attachments: Met-Pro Environmental Air Solutions Proposal
 Troy's Ornamental Iron Proposal

Met-Pro Environmental Air Solutions

BASIS OF DESIGN

Service Conditions:

Location of Equipment: Outdoors

Free-Standing: Yes

EQUIPMENT SCOPE OF SUPPLY

A. Platforms / Ladders for Aerators

- (2) Platform assemblies for use with (2) ST13-120 Aerators, Illustrated in Duall Drawings 8884-1, 8884-2, and 8884-3
- Material of Construction: FRP
- FRP Caged Ladders and handrails
- S.S. Safety Chains

PRICE.....\$22,250.00

B. Aerator Cleaning Assembly – Two (2) systems

- Fibroc Horizontal Cleaning Pump, 15 HP, 1800 RPM
- Heavy Duty Corrosion Resistant PVC Cleaning Header, Pump Suction Connection, and Piping

PRICE.....\$26,900.00

I. CLARIFICATIONS AND EXCEPTIONS:

- All motor starters shall be provided by others.
- All installation and assembly shall be provided by others.
- These systems use hazardous chemicals and potentially dangerous rotating equipment which must be operated and maintained by experienced, qualified, and trained personnel. During the course of installation, start-up and testing, the responsibility of safety is by the contractor.
- Unless otherwise stated the proposed equipment uses industry standard designs for gas and/or vapor absorption and high efficiency mist removal for typical mist loadings. Some process conditions may create non-typical aerosol emissions that may exceed standard mist eliminator capacity. The effects of corrosive aerosol mist exiting the scrubber outside of the efficiencies stated in this proposal are the responsibility of others. Contact Met-Pro Environmental Air Solutions for information on aerosol formation and recommendations for utilizing premium efficiency mist elimination techniques.
- Met-Pro Environmental Air Solutions reserves the right to have field services such as (installation, start-up, training, and maintenance provided by third party contractor of their choice).
- The above referenced Met-Pro Environmental Air Solutions all Field Service scope of supply was proposed and priced without any consideration to any form of Confined Space Entry activities. If it is later deemed necessary to perform Confined Space Entry activities, Met-Pro Environmental Air Solutions reserves the right under a separate or amended proposal to propose the respective Field Service scope of supply utilizing a Non-Permit Required Confined Space Entry technique. If the customer or owner of the respective vessel has labeled the said vessel as Permit Required, Met-Pro Environmental Air Solutions will submit a plan to eliminate all the hazards (if possible) relating to said vessel and require the customer or owner to temporarily grant entry to the said vessel under a Non-Permit Required Confined Space Entry status. All costs associated with the review and approval of the submitted plan, any additional site training the customer or owner requires for vessel entry and manpower required to comply with Confined Space Entry requirements is the responsibility of the customer or owner.

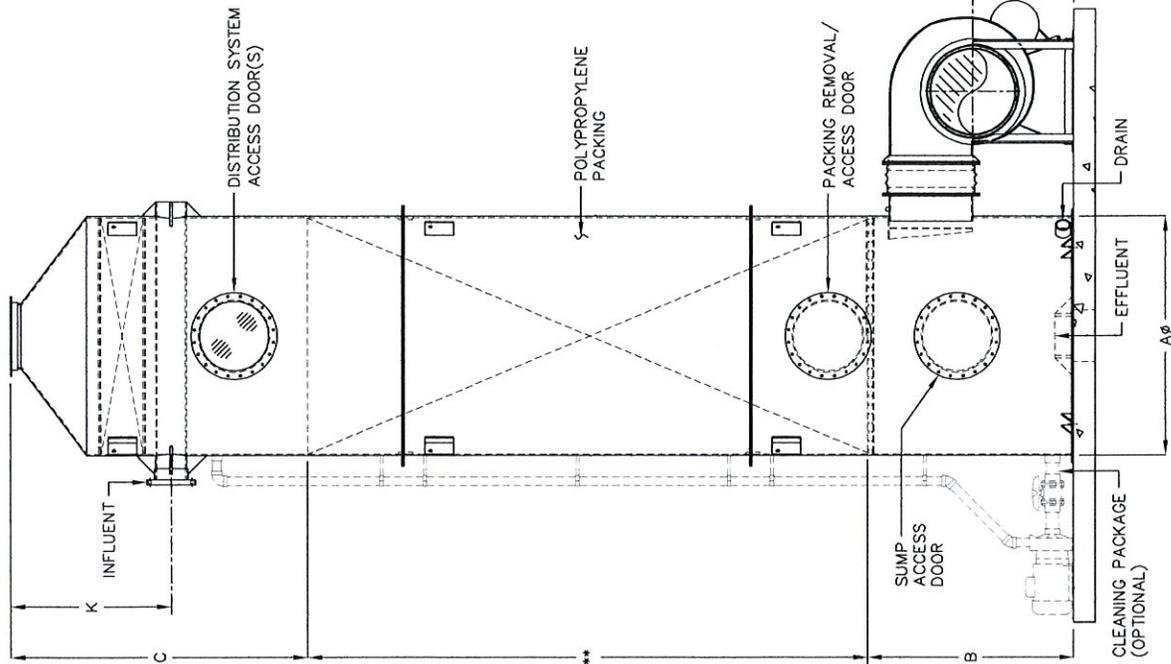
II. ITEMS NOT INCLUDED IN THIS PROPOSAL:

- All permits, including work permits, taxes, duties, brokerage, and licensing fees are the responsibility of others.
- Any demolition and/ or removal of existing materials are the responsibility of others.
- Installation & assembly.
- All chemicals.
- Off loading and storage.
- All piping, valves, and accessories required to complete installation.
- All electrical wiring, motor control centers, local disconnects, and connection accessories.
- Spare parts.
- Chemical addition system.
- Chemical storage tanks or drums.
- Sump heaters, heat tracing, or insulation.
- Control panel.
- Inlet ducting and collection hoods.
- Exhaust stack.
- Gas detectors and or sensors.
- Dampers.
- Pre-wiring or skid mounting of panel.
- Export crating.
- Fan sound acoustical cladding.
- Freight and driver detention expenses.

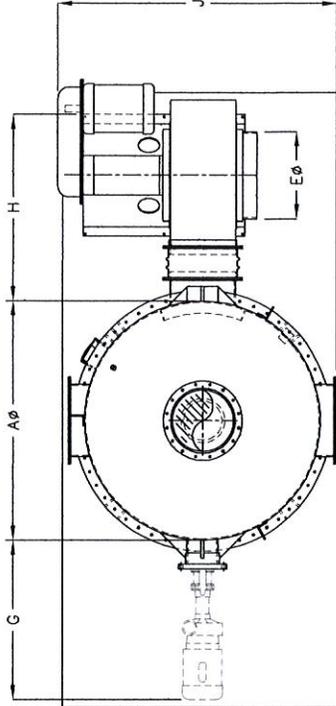
Note: If items are to be shipped pre-pay & add, please be aware that a 5% administrative fee will be added to the actual freight bill.

III. OPTIONAL SERVICES: Unless specifically listed in our scope of supply, these items are not part of this proposal. Please contact Met-Pro Environmental Air Solutions for optional pricing.

- Installation (basic).
- Start-up and balancing.
- Training.
- Performance testing.
- Annual or biannual system inspection and balancing (site visits).
- Engineered Air Permit calculations.



MODEL NUMBER	NOM. GPM	CFM	FAN	MOTOR HP	CLEANING PUMP		Aφ	B	C	Dφ	Eφ	F	G	H	J	K
					GPM	HP										
ST12--**	16	106	RB-6	0.50	5	7.5	12	37	34	8	6	23	50	30	28	24
ST18--**	35	240	RB-6	0.75	5	7.5	18	37	40	10	6	23	50	30	31	27
ST24--**	60	420	RB-6	1	10	7.5	24	37	46	12	6	23	50	30	34	30
ST30--**	100	670	RB-6	1.5	15	7.5	30	37	50	14	6	23	50	30	37	32
ST36--**	150	1000	RB-8	2	20	7.5	36	39	52	16	8	22	50	35	43	32
ST42--**	200	1340	RB-8	3	30	7.5	42	39	58	18	8	22	50	35	48	36
ST48--**	250	1670	RB-8	5	40	7.5	48	39	58	20	8	22	50	35	54	41
ST54--**	300	2000	RB-10	5	50	7.5	54	41	60	22	10	21	50	40	60	41
ST60--**	400	2670	NH-27	5.0	60	7.5	60	45	64	26	14	27	50	34	66	43
ST72--**	500	3350	NH-30	7.5	85	7.5	72	47	70	30	16	27	50	36	78	47
ST84--**	770	5200	NH-36	10	115	7.5	84	50	74	36	19	27	60	39	90	50
ST96--**	1000	6685	NH-44	15	150	10	96	54	80	42	24	27	60	45	102	54
ST108--**	1280	8576	NH-49	15	190	10	108	57	82	46	26	27	60	47	114	56
ST120--**	1570	10500	NH-49	20	240	7.5	120	57	90	52	26	27	60	47	126	62
ST132--**	1900	12750	NH-54	20	290	10	132	59	94	56	29	27	60	50	138	66
ST144--**	2260	15150	NH-60	25	340	10	144	62	100	62	32	27	60	55	150	69



PLAN VIEW

NOTES:

1. DIMENSIONS ARE IN INCHES.
2. DIMENSIONS ARE APPROXIMATE ONLY, DO NOT USE FOR FABRICATION.
3. STANDARD MATERIALS ARE PVC, CPVC, PP, & PVC/FRP.
4. ** REPRESENTS THE PACK DEPTH OF UNIT IN FEET.
5. FANS SELECTED FOR 5" W.C. AND SUPPLIED WITH ADJUSTABLE SPEED SHEAVE.

MODEL ST AIR STRIPPER	
	DUALL DIVISION 1550 INDUSTRIAL DRIVE OWOSSO, MI 48867
DATE	DUALL JOB NO.
AIR FLOW RATE	C.F.M.
PRESSURE DROP	W.C.
LOADING RATE	G.P.M.
NOTE: THIS PRINT IS THE PROPERTY OF MET-PRO CORPORATION. IT MUST NOT BE REPRODUCED IN ANY MANNER, NOR SHALL IT BE SUBMITTED TO OUTSIDE PARTIES FOR EXAMINATION WITHOUT OUR WRITTEN CONSENT. IT SHALL BE USED ONLY AS A MEANS OF REFERENCE TO WORK DESIGNED OR FURNISHED BY US.	

ELEVATION VIEW

CAD NO. ST-S
DATE 11/21/00

Project name:

Customer name and address:

Date: 3-5-14

Phone: _____

Platforms

City of Pittsburg

Description of Fabrication or Repair

2 Tower platforms similar to drawings with ladders. (See drawing)

Troy's Ornamental Iron will fabricate platforms with bolt connections, take to Kansas City to be galvanized, pick up and deliver to water treatment plant. With the help of a boom truck and operator supplied by the city, we will install the platforms on existing concrete pads, also supplied by the city.

Total cost with galvanizing and installation: \$16,000.00

Estimated Price: \$16,000.00

Tax: none

Estimated Total Price: \$16,000.00

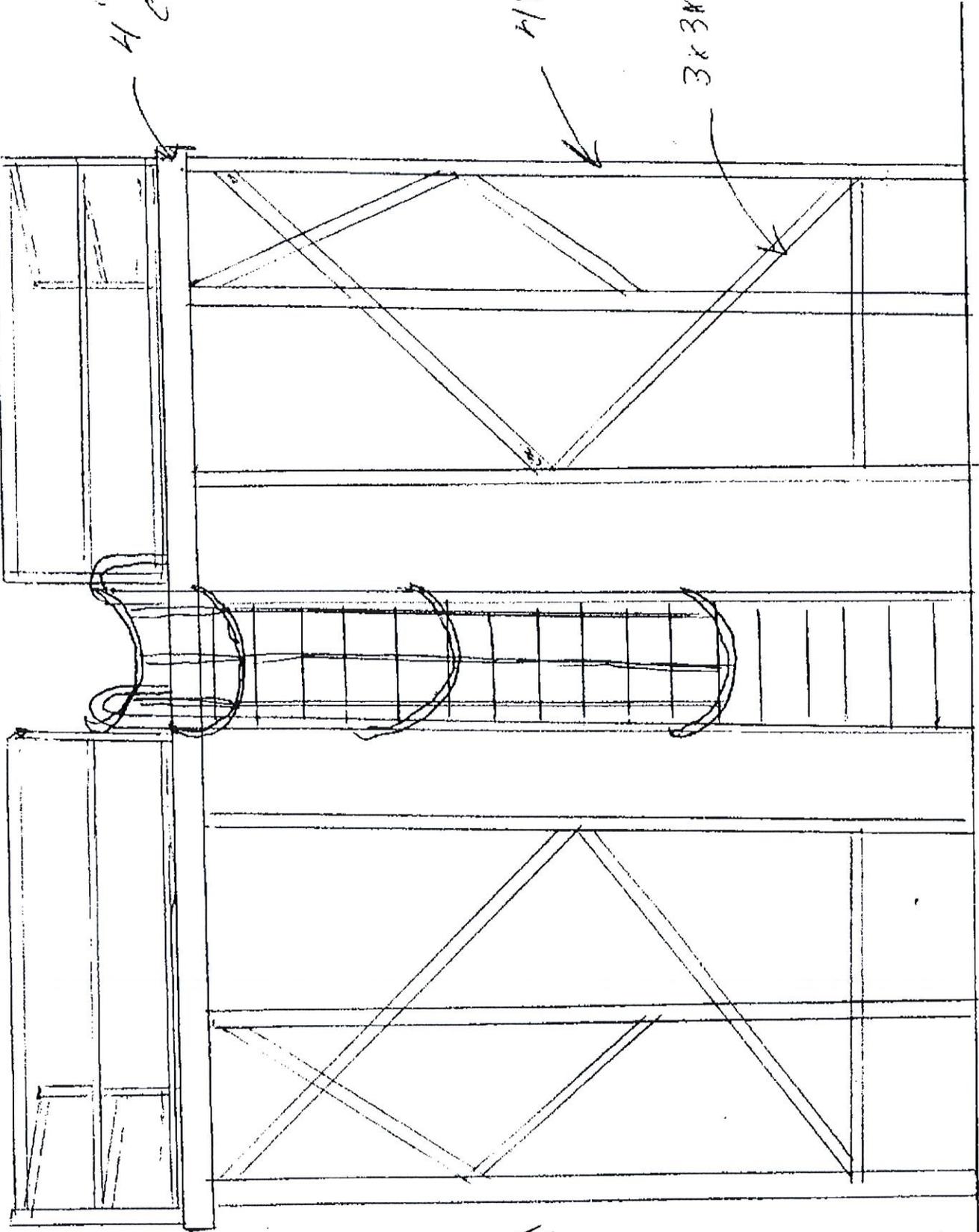
Estimate submitted by: Troy's Ornamental Iron

1 1/2" pipe

4" Channel

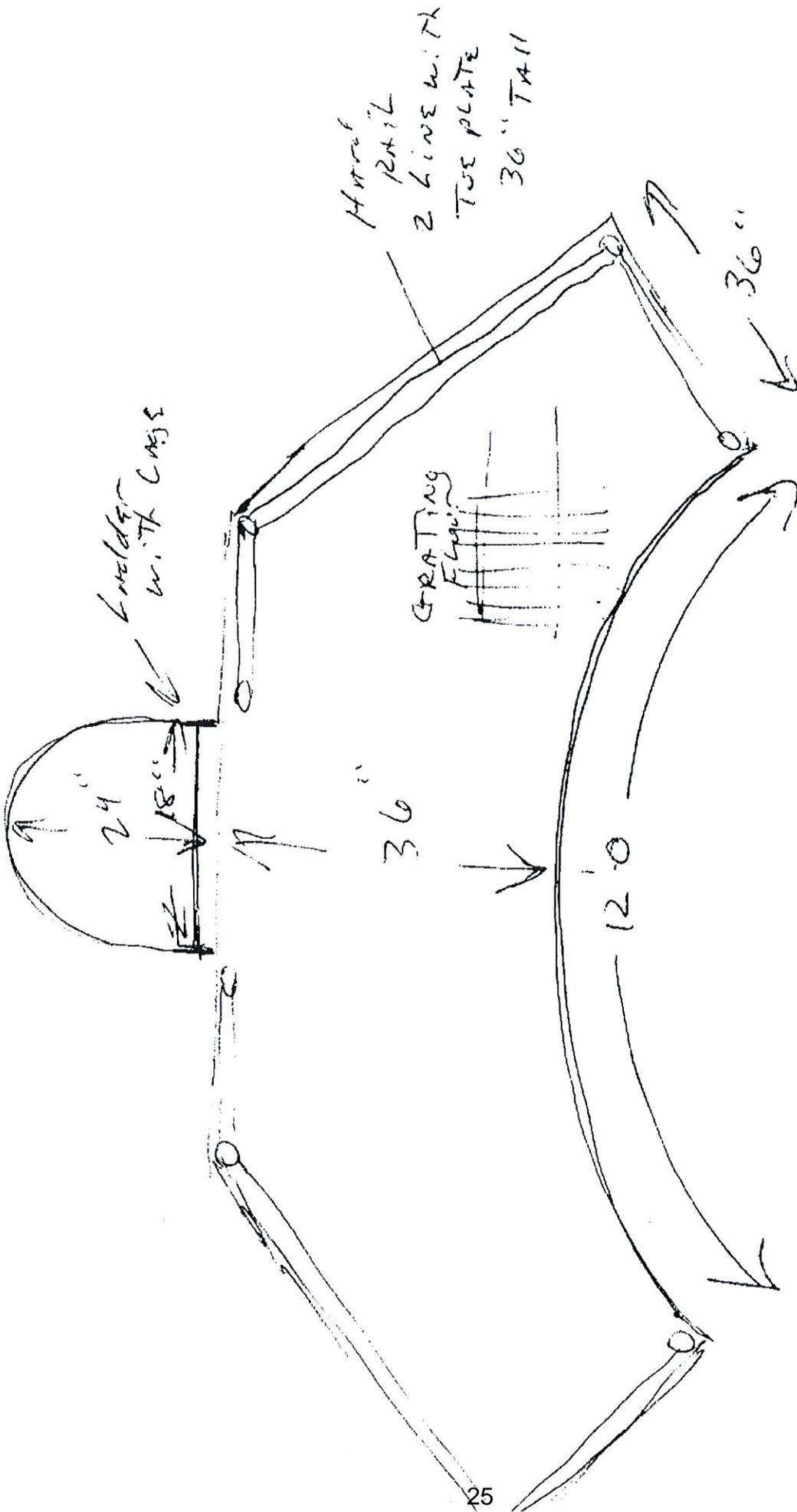
1/4" x 4" x 1/4" 2 LEGS

3 x 3 1/4" ANGLE BRACING



8' TALL

TOP VIEW





Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Economic Development Director

DATE: April 2, 2014

SUBJECT: April 8, 2014 Agenda Item
Besse Hotel loan forgiveness

On December 29, 2009, the City of Pittsburg entered into a \$200,000 forgivable loan agreement with Downtown Pittsburg Housing Partners, L.P. to help facilitate the acquisition and renovation of the Besse Hotel at 121 East Fourth Street. In return, Downtown Pittsburg Housing Partners, L.P. agreed to the following annual benchmark required at the end of each year through 2040 in order to qualify for loan forgiveness:

*Employment of at least one full-time equivalent employee

The Economic Development Advisory Committee (EDAC) has verified that Downtown Pittsburg Housing Partners, L.P. has met and exceeded these expectations. Further, the EDAC has recommended that this year's loan payment of \$6,666.66 be forgiven.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, April 8, 2014. Action being requested is the approval or denial of the loan forgiveness recommendation and, if approved, authorize the Mayor to sign the appropriate documents.

INTEROFFICE MEMORANDUM

To: Daron Hall, City Manager

From: Kim Vogel, Director of Parks and Recreation

CC: Tammy Nagel, City Clerk

Date: April 2, 2014

Subject: April 8, 2014 City Commission Meeting Agenda Item
Award of Chemical Bid for the Pittsburg Aquatic Center

On Tuesday, March 18, 2014 bids were opened for chemicals to be used at the Pittsburg Aquatic Center. This is the first year that these chemicals have been bid out for the facility. One bid, meeting specification, was received for the Pulsar Plus Calcium Hypochlorite and one bid was received for the Sulfuric Acid.

Staff is requesting the bid of Pulsar Plus Calcium Hypochlorite to Commercial Aquatic Services, Inc. of Olathe, Ks. They were the only bidder meeting specification for a price of \$108.54 per 50lb bucket. Staff is requesting the bid of the Sulfuric Acid to Biopolymers, Pittsburg, Ks. Biopolymers was the only bidder for this chemical at \$160.00 per 55 gallon drum.

Based on past usage our approximate orders will be: 168 – 50 lbs. buckets from Commercial Aquatics for a total of \$18,234.72; and 6 – 50 lbs. buckets from Biopolymers for a total of \$960.00. Therefore, our chemical total for the 2014 Aquatic Center is estimated at approximately \$19,194.72. This is in range with what is spent each year in chemicals at the facility.

In this regard would you please place an item on the April 8, 2014 City Commission Agenda. Action necessary is approval or disapproval of awarding Aquatic Center chemical bids to Commercial Aquatics Services, Inc. of Olathe, Ks and Biopolymers, of Pittsburg, Ks.

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



Bid Recapitulation Sheet
City of Pittsburg Aquatic Center Chemicals
Tuesday, March 18th, 2014 – 2:00 p.m.
City Hall Conference Room, City Hall

Name/Address of Bidder	Pulsar Plus Calcium Hypochlorite (including delivery fee, freight charge, freight charge, and container deposit fee)	Sulfuric Acid (including delivery fee, freight charge, freight charge, and container deposit fee)
SNF Polydyne P.O. Box 279 Riceboro, Georgia 31323	No Bid	No Bid
Biopolymers Chemical Co. P.O. Box 1838 Pittsburg, Kansas 66762	\$2.18/lb \$109.00/55 lb pail	\$0.29/lb \$160.00/55 gallon drum
Commercial Aquatic Services, Inc. 1542 East Spruce Street Olathe, Kansas 66061	\$108.54/50 lb bucket	No Bid



DEPARTMENT OF PUBLIC WORKS

201 West 4th Street · Pittsburg KS 66762

(620) 231-4170

www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: WILLIAM A. BEASLEY
Director of Public Works

DATE: April 1, 2014

SUBJECT: Agenda Item – April 8, 2014
Construction Engineering Services
Broadway and 20th Street Intersection Improvements
KDOT Project No. 19 U-0065-01

At the March 25, 2014 City Commission Meeting, an agreement was approved with PEC to provide construction engineering services for the above-referenced project. The engineering estimates for the cost of the service were based on the number of working days established by KDOT. Any reduction or increase in the amount of time it takes to complete the project will reduce or increase these fees. Although this project is being funded by a KDOT grant, they will not be participating in the construction engineering costs. The attached agreement is the standard construction engineering agreement with the Federal-Aid reimbursement clauses omitted. This is a three party agreement stating all parties agree that all construction engineering services required by Federal-Aid and KDOT will be performed. However, the Consultant's compensation for the construction engineering services will be covered in an agreement between the City and the Consultant.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, April 8th, 2014. Action necessary will be approval or disapproval of the estimated fees as provided by PEC and, if approved, authorize the Mayor to sign the three party agreement on behalf of the City.

Attachment: KDOT Agreement

**STATE'S
ORIGINAL**

**CONTRACT FOR
FEDERAL-AID ROAD CONSTRUCTION
ENGINEERING BY CONSULTANT
(CONSULTANT-NON FEDERAL-AID AGREEMENT)**

**PROJECT NO. 19 U-0065-01
CITY OF PITTSBURG
CRAWFORD COUNTY**

THIS AGREEMENT entered into and is effective the date signed by the Secretary of designee, by and between City of Pittsburg, Kansas, hereinafter referred to as the "LPA" (Local Public Authority), as principal, and the consulting engineering firm of Professional Engineering Consultants, P.A., hereinafter called the "Consultant," and the Secretary of Transportation of the State of Kansas acting by and through the Kansas Department of Transportation, hereinafter referred to as the "Secretary." The Secretary acts as agent for the LPA pursuant to authority vested in K.S.A. 68-402b and K.S.A. 68-401 et seq. and an agreement between them dated May 3, 2013. The Consultant's address is 305 South Washington, Wichita, Kansas 67202. The LPA, the Consultant, and the Secretary are collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the FEDERAL GOVERNMENT through its Department of Transportation and the FHWA, pursuant to Title 23, U.S. Code, has established a program of Federal-Aid to the States designated as the Federal-Aid Program, with a general purpose to increase the safety and capacity of roads in the United States, and

WHEREAS, the LPA desires to accomplish this Federal-Aid "Project," consisting of 0.14 miles of Grading and Surfacing located at the Intersection of 20th Street and Broadway Avenue, with the aid of funds provided under Federal-Aid highway programs and the rules and regulations promulgated by said U.S. Department of Transportation in the Federal-Aid Policy Guide, and

WHEREAS, the LPA does not have sufficient qualified engineering employees to accomplish the Construction Engineering Services on this Project within a reasonable time and the LPA deems it advisable and is desirous of engaging the professional services and assistance of a qualified consulting engineering firm to do the necessary construction engineering, and

WHEREAS, the Consultant has represented and by entering into this Agreement now represents, it is in full compliance with the statutes of the State of Kansas for registration of professional engineers and all personnel to be assigned to perform the services required under this Agreement are fully qualified to perform the services in a competent and professional manner, and

WHEREAS, the Consultant has indicated it desires to perform the services set forth in the Agreement upon the terms and conditions set forth below, and

WHEREAS, the approved plans and specifications for said Project are available in KDOT Headquarters in Topeka, and

WHEREAS, the LPA, Consultant, and the Secretary desire to set forth in this instrument their understanding and agreements relating to the construction engineering and allocation of costs for the said Project.

NOW, THEREFORE, in consideration of the covenants of the Parties and to give this Agreement full force and effect in providing the benefits hereinbefore mentioned, the Parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

A. DEFINITIONS

- (1) The term "LPA" shall mean the City and its authorized employees.
- (2) The term "KDOT" shall mean the Kansas Department of Transportation and its authorized representatives.
- (3) The term "Consultant" shall mean the consulting engineering firm and its authorized employees who will be performing the work required under this Agreement.
- (4) The term "FHWA" shall mean the Federal Highway Administration and its authorized representatives.
- (5) The term "Contractor" shall mean the individual, partnership, joint ventures, corporation, or agency undertaking the performance of the work designated under the terms of the construction contract.
- (6) The term "Specifications" shall mean the current Standard Specifications for Road and Bridge Construction of the Kansas Department of Transportation, as incorporated in the construction contract specifications and supplementals thereto.
- (7) The term "Construction Contract Proposal" shall mean the offer of the bidder or Contractor on the Project, on the prescribed form, to perform the work and to furnish the labor and materials at the prices quoted.
- (8) The term "Special Provisions" shall mean the directions or requirements peculiar to a project and not otherwise thoroughly or satisfactorily included in the Specifications, and which are contained in the Construction Contract Proposal.
- (9) The term "Plans" shall mean the approved plans, profiles, typical cross sections, working drawings and supplemental drawings, or exact reproductions thereof, which show the location, character, dimensions, and details of the work to be done by the contractor.

- (10) The term "Contract Documents" shall mean the Specifications, Construction Contract Proposal, Special Provisions and Plans, as defined above.
- (11) The term "Manual" shall mean the Construction Manual, the Forms and Documentation Manual and all other publications of data and information produced by KDOT for the instruction of its employees and furnished in bound or collected form.
- (12) The term "Field Engineer" shall for the administrative control of this Agreement be considered to mean Metro Engineer, Field Engineering Administrator and/or Area Engineer.

B. GENERAL RESPONSIBILITIES AND DUTIES

- (1) The Consultant shall perform engineering services necessary and incidental to the accomplishment of the Project to the satisfaction of KDOT, and as more fully detailed in Special Attachment - Specific Construction Provisions.
- (2) The Consultant will require all personnel comply with the high visibility apparel requirements of the *KDOT Safety Manual*, Chapter 4, Section 8, Fluorescent Vests, as a minimum, while inspection is being performed.
- (3) The Consultant shall furnish services, labor, materials, equipment, supplies and incidentals, other than those hereinafter designated to be furnished by KDOT, necessary to conduct and complete the services.
- (4) The services performed under this Agreement shall at all times be subject to the review and approval of KDOT.
- (4) The Consultant and/or LPA's principal contact with the KDOT shall be through the construction field office.
- (5) The services performed under this Agreement shall comply with all applicable federal and state laws and regulations.
- (6) The FHWA shall have the right to participate in all conferences and reviews.

C. CONTROL AND AUTHORITY

- (1) The authorized representative of KDOT will be designated by the District's Construction Engineer and will be titled the Field Engineer.
- (2) The Field Engineer will delegate to a construction office the overseeing of the Project where a Construction Engineer/Construction Coordinator will be assigned to monitor and coordinate all Project related activity to assure compliance with applicable Federal and State requirements of services performed under this Agreement and all construction activities performed under the Contract Documents.

- (3) The Consultant will designate a Project Engineer/Project Manager and other inspection personnel who are certified by KDOT in the appropriate classification to inspect all work performed and materials furnished. The Consultant may designate a Chief Inspector who will perform the duties and have the responsibilities of the Project Engineer/Project Manager. The Project Engineer/Project Manager is not authorized to alter or waive the provisions of the Specifications or the Construction Contract Proposal. The Project Engineer/Project Manager is not authorized to issue instructions contrary to the Plans and Specifications, or to act as foreman for the Contractor, however, the Project Engineer/Project Manager shall have the authority to reject work or materials until any questions at issue can be referred to and be decided by the Field Engineer.
- (4) The Project Engineer/Project Manager shall serve as field supervisor of all Consultant personnel and services performed under this Agreement, and to act as liaison between the Consultant and KDOT.
- (5) The Project Engineer/Project Manager shall transmit all reports and paperwork to, and communicate and coordinate with the Construction Engineer/Construction Coordinator.
- (6) Orders or instructions issued by the Field Engineer will be transmitted through the Construction Engineer/Construction Coordinator and will in turn be transmitted through the Project Engineer/Project Manager to the Contractor. If in the absence of the Project Engineer/Project Manager a matter needs prompt attention, the Construction Engineer/Construction Coordinator will give the necessary orders and then notify the Project Engineer/Project Manager.
- (7) In the event of a controversy, the Project Engineer/Project Manager shall confer with the Construction Engineer/Construction Coordinator to determine proper course of action. In the event the Construction Engineer/Construction Coordinator and the Project Engineer/Project Manager cannot agree the Construction Engineer/Construction Coordinator will promptly contact the Field Engineer or the District Construction Engineer of KDOT who will determine the necessary course of action.

D. AGENCY COORDINATION AND COOPERATION

- (1) Contact and coordination with all affected local, state and federal agencies (including the FHWA), the general public, utilities, railroad companies, and private consultants and contractors shall be the responsibility of KDOT.
- (2) The Consultant shall cooperate fully with KDOT, all affected local, state and federal agencies (including the FHWA), the general public, utilities, railroad companies, and private consultants and contractors when so directed by KDOT. Such cooperation may include attendance at conferences.

E. MEETINGS AND CONFERENCES

- (1) Conferences as may be necessary for the discussion and review of the services under this Agreement shall be scheduled between the Consultant and KDOT. These conferences may include field review of the Project.
- (2) Conferences may be held upon the request of the Consultant or KDOT.

II. PROSECUTION AND PROGRESS

A. GENERAL

- (1) Written authority to proceed with the services on any construction Project under this Agreement will be given by KDOT to the Consultant. KDOT will not be responsible for any services performed by the Consultant prior to such authorization.
- (2) Services performed under this Agreement will commence with attendance at a formal Construction Conference by the Consultant and KDOT, unless otherwise stated elsewhere in the Agreement or at the direction of the Construction Engineer/Construction Coordinator during an informal Construction Conference. Attendees at a formal Construction Conference shall include representatives of KDOT's Area Engineer and the Construction office (Construction Engineer/Construction Coordinator) and Consultant's Project Engineer/Project Manager and such other representatives as may be designated by each party to the Agreement. KDOT will notify the Consultant of the location, date and time and will make necessary arrangements for the conference. Topics for discussion shall include scope of the Contractor's construction operations and anticipated schedule, review of necessary staffing by the Consultant, lines of communication and authority, equipment needs, standard practices of KDOT, and related subjects.
- (3) The Consultant shall attend the formal Construction Conference held between KDOT, the Contractor and involved utilities and agencies, unless otherwise stated elsewhere in the Agreement.
- (4) The Consultant shall have KDOT Certified Inspector(s) of the appropriate classification on the project or plant site at all times when work which requires inspection is being performed. The inability of a Consultant to provide appropriately certified inspectors for a project may at the Secretary's discretion, give cause for termination of this Agreement.
- (5) The Agreement shall be considered completed upon notice of written release from KDOT therefore unless previously terminated as provided in Section II.
- (6) Should KDOT deem it necessary for the Consultant to render additional services for review of contract items, conditions, claims or litigation matters

after completion of the Agreement, the Consultant agrees to cooperate and render such requested services. Such services shall be paid for in the amount and manner mutually agreed upon by the LPA and the Consultant.

- (7) Close-Out Conference may be held upon completion of this Agreement to evaluate the performance of the Consultant. Attendees shall include the Field Engineer, representatives of the construction office (including Construction Engineer/Construction Coordinator) and Consultant's Project Engineer/Project Manager and such other representatives as may be designated by each party to the Agreement. KDOT will notify the Consultant of the location, date and time and will make necessary arrangements for the conference. The evaluation shall consider the quality of the Consultant's work, adequacy of staffing, extent of corrections, cooperation and related subjects.

B. DELAYS AND EXTENSIONS

- (1) Delays caused through no fault of the Consultant may be cause for extension of time in completion of the work. Time extensions may be granted by the LPA upon reasonable claim and justification by the Consultant. Approved time extensions may also be cause for consideration of adjustments in payment, where warranted and approved by the LPA.

C. TERMINATION OF AGREEMENTS

- (1) The right is reserved by KDOT to terminate all or part of this Agreement at any time upon written notice to the Consultant. Such notice shall be sent not less than ten (10) days in advance of the termination date stated in the notice.
- (2) The Consultant may terminate this Agreement, in the event of substantial failure of other parties to perform in accordance with the terms hereof, upon ten (10) days written notice in advance of the effective date of such termination received by all Parties to this Agreement.
- (3) In the event the Agreement is terminated by KDOT without fault on the part of the Consultant, the Consultant shall be paid for the work performed or services rendered under the terms agreed to by the LPA.
- (4) In the event the services of the Consultant are terminated by KDOT for fault including but not limited to: unreasonable delays in performance; failure to respond to KDOT requests; and/or unsatisfactory performance on the part of the Consultant, the Consultant shall be paid under the terms agreed to by the LPA. The value of the services performed, rendered and delivered will be determined by the LPA.
- (5) In the event of the death of any member or partner of the Consultant's firm, the surviving members shall complete the services, unless otherwise mutually

agreed upon by the LPA and KDOT and the survivors, in which case the Consultant shall be paid under terms agreed to by the LPA.

D. SUBLETTING OR ASSIGNMENT OF CONTRACT

- (1) The Consultant shall not sublet or assign all or any part of the services under this Agreement without the prior written approval of KDOT. Consent by KDOT to assign, sublet or otherwise dispose of any portion of the Agreement shall not be construed to relieve the Consultant of any responsibility for the fulfillment of the Agreement.
- (2) All the applicable terms of this Agreement remain in force and are a condition to any services approved to be sublet or assigned.

III. BASIS OF PAYMENT

A. GENERAL

- (1) The Consultant will be paid under the terms agreed to by the LPA. The extra work will be paid for separately and in addition to the foregoing amount as approved by the LPA.
- (2) Final payment of any balance due the Consultant by the LPA will be made promptly upon completion of the work under this Agreement and acceptance by KDOT, and upon receipt of the survey notes, records, reports, final estimates, record drawings, Manuals, Contract Documents, guides, and other documents required to be returned or to be furnished under this Agreement.

IV. WORK ORDERS, EXTRA WORK, OR DECREASED WORK

- (1) Written orders regarding the services to be performed will be given by KDOT. Orders that do not change the scope of services in the Agreement, but increase or decrease the quantity of labor or materials or the expense of the services, shall not annul or void this Agreement.
- (2) The Consultant must proceed with the services as directed by furnishing the necessary labor, equipment, materials and professional services to complete the services within the time limits specified in schedules or as adjusted by agreement of the Parties.

V. MISCELLANEOUS PROVISIONS

A. CONSTRUCTION ENGINEERING STANDARDS

- (1) All services performed under this Agreement shall be done in accordance with the current standard practices of KDOT as contained in the Contract Documents, Manuals, guides and written instructions of KDOT.

- (2) No variations will be permitted except by written order from KDOT.

B. REVISION OF SPECIFICATIONS AND PLANS

- (1) KDOT may, by written notice and without invalidating this Agreement, make changes in the Specifications, Construction Contract Plans or Special Provisions resulting in the revision or abandonment of services already performed by the Consultant or resulting in work by the Consultant not contemplated in the Agreement.
- (2) Claims by the Consultant for compensation for services resulting from such revisions shall be submitted and processed in accordance with terms agreed to with the LPA.

C. OWNERSHIP OF DOCUMENTS

- (1) All data provided to the Consultant by KDOT is the sole property of KDOT and is intended for use on this Project only. Any data provided shall not be disclosed to anyone outside the Consultants firm without the express, written permission of KDOT. Upon completion or termination of this Agreement all Manuals, Contract Documents, guides, written instructions, unused forms and record-keeping books, and other written data and information furnished to the Consultant by KDOT for the performance of the Agreement, and all survey notes, diaries, reports, records and other information and data collected or prepared by the Consultant in the performance of this Agreement shall be properly arranged and delivered to KDOT, and shall become the property of KDOT.
- (2) All documents prepared by Consultant pursuant to this Agreement are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by the Secretary or others on extensions of the Project or on any other Project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at the Secretary's sole risk and without liability or legal exposure to the Consultant; and Secretary shall indemnify and hold harmless Consultant from all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting there from. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by Consultant and Secretary.

D. CONTINGENT FEES

- (1) The Consultant warrants they have not employed or retained any company or person, other than a bonafide employee working solely for the Consultant to secure this Agreement, and they have not paid or agreed to pay any company or person, any fee, commission, percentage, brokerage fees, gift, or any other consideration, contingent upon or resulting from the award or making of this

Agreement. For breach or violation of this warranty KDOT in consultation with the LPA shall have the right to annul this Agreement without liability.

E. AGREEMENT ITEMS

- (1) It is also understood and agreed the Project plans, Specifications, Special Provisions, and Construction Contract Proposal, as available, and other Special Attachments (Index provides List of Special Attachments) are all essential documents of this Agreement and are hereby incorporated by reference into this Agreement and are a part thereof.

F. LEGAL RELATIONS

- (1) The Consultant shall become familiar with, and shall at all times observe and comply with, all applicable federal, state, and local laws, ordinances and regulations.
- (2) The Consultant shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the Consultant's performance of services under this Agreement.

G. WORKER'S COMPENSATION AND OTHER EMPLOYEES PROVISIONS

- (1) The Consultant will accept full responsibility for payment of Unemployment Insurance, Worker's Compensation and Social Security as well as income tax deductions and any other taxes or payroll deductions required by State and Federal Law for the Consultant's employees engaged in work authorized by this Agreement.

H. ERRORS AND OMISSIONS

- (1) The Consultant shall be responsible for the accuracy of the work performed by the Consultant under the Agreement, and shall promptly make necessary revisions or corrections resulting from their negligent acts, errors or omissions without additional compensation.
- (2) The Consultant shall give immediate attention to these revisions or corrections to prevent or minimize delay to the Contractor.
- (3) The Consultant shall be responsible for any damages incurred as a result of their errors, omissions or negligent acts and for any losses or costs to repair or remedy construction.

I. CONFLICT OF INTEREST

- (1) The Consultant warrants they have no public or private interest, and shall not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the work under the Agreement.

Specifically, the Consultant is prohibited from performing contractor construction staking or any other work that is the construction contractor's responsibility on this project.

- (2) The Consultant will not, without written permission from KDOT, engage the services of any person(s) in the employment of KDOT for any work required by the terms of this Agreement.

J. HOLD HARMLESS CLAUSE

- (1) The Consultant hereby expressly agrees to save the Secretary, the LPA, and the Secretary's and the LPA's authorized representatives harmless from any and all costs, liabilities, expenses, suits, judgements and damages to persons or property caused by the Consultant, its agents, employees or subcontractors which may result from negligent acts, errors, mistakes or omissions from the Consultant's operation in connection with the services to be performed hereunder.
- (2) The LPA hereby expressly agrees to save the Secretary and the Secretary's authorized representatives harmless from any and all costs, liabilities, expenses, suits, judgments and damages to persons or property caused by the LPA, its agents, employees or subcontractors which may result from negligent acts, errors, mistakes or omissions from the LPA's operation in connection with the services to be performed hereunder.

K. BINDING AGREEMENT

- (1) It is further understood this Agreement and all other Agreements entered into under the provisions of this Agreement shall be binding upon the Parties to this Agreement and their successors in office.

The signature page immediately follows this paragraph.

IN WITNESS WHEREOF: The Parties hereto have caused this Agreement to be signed by their duly authorized officers.

RECOMMENDED FOR APPROVAL:

APPROPRIATE LOCAL OFFICIAL:

Pittsburg City Engineer

Mayor of Pittsburg

ATTEST:

Pittsburg City Clerk (Date)

ATTEST:

BY: 
Name

TITLE: PRINCIPAL

CONSULTANT:

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
Consultant

BY:  18 MAR 2014
Name (Date)

TITLE: EXECUTIVE VICE PRESIDENT

Kansas Department of Transportation
Michael S. King, Secretary of Transportation

BY: _____
Jerome T. Younger, P. E. (Date)
Deputy Secretary and
State Transportation Engineer

INDEX OF ATTACHMENTS

Special Attachment No. 1	Specific Construction Provisions
Special Attachment No. 2	Listing of KDOT Certified Inspectors
Special Attachment No. 3	Civil Rights Act of 1964 Rehabilitation Act of 1973 Americans With Disabilities Act of 1990 Age Discrimination Act of 1975 Executive Order 12898 of 1994

SPECIFIC CONSTRUCTION PROVISIONS

I. SCOPE OF SERVICES

A. SERVICES TO BE PERFORMED BY THE CONSULTANT

The Consultant agrees to:

- (1) Attend all conferences designated by the KDOT, or required under the terms of this Agreement.
- (2) Designate a Project Engineer/Project Manager who shall meet KDOT's certification policy and report and transmit Project activity and documents to KDOT's Construction Office.
- (3) Assign KDOT Certified Inspector(s) of the appropriate classifications to the Project to perform the services required under this Agreement in a timely manner to avoid delay to the Contractor.
- (4) Become familiar with the standard practices of the KDOT, the Contract Documents (Specifications, Construction Contract Proposal, Special Provisions and Plans), and the Contractor's proposed schedule of operations prior to beginning field services to be performed under this Agreement.
- (5) Perform the Consultant's field operations in accordance with accepted safety practices.
- (6) Furnish all equipment required to accomplish the Consultant's services and to check or test it prior to use on the Project.
- (7) Provide for Consultant personnel such transportation, supplies, materials and incidentals as are needed to accomplish the services required under this Agreement.
- (8) Undertake the following:

Transmit orders from the KDOT to the Contractor and provide guidance in the proper interpretation of the Specifications and Plans.

Perform or provide construction surveys, staking, and measurements needed by the Contractor (unless provided for in the contract where contractor construction staking is to be performed as a bid item by the Contractor) and perform measurements and surveys that are involved in the determination of final pay quantities.

Inspect all phases of construction operations to determine the Contractor's compliance with Contract Documents and to reject such work and materials, which do not comply with Contract Documents until any questions at issue, can be referred to and be decided by the KDOT's Field Engineer.

Take field samples and/or test materials to be incorporated in the work, and reject those not meeting the provisions of the Contract Documents until any questions at issue can be referred to and be decided by the Field Engineer.

Make certain that test report records or certificates of compliance for materials tested off the Project site and required, prior to the incorporation in the work, have been received.

Keep such daily diaries, logs and records as are needed for a complete record of the Contractor's progress, including Project Engineer/Manager and Inspector's diaries.

Measure and compute all materials incorporated in the work and items of work completed, and maintain an item account record.

Provide measurement and computation of pay items.

Prepare and submit, or assist in preparing, such periodic, intermediate and final reports and records as may be required by the KDOT and as are applicable to the Project, which may include:

- a. Progress Reports
- b. Weekly statement of working days
- c. Notice of change in construction status
- d. Report of field inspection of material
- e. Test report record
- f. Contractor pay estimates
- g. Pile driving data
- h. Piling record
- i. Final certification of materials
- j. Explanation of quantity variation
- k. Statement of time
- l. Other records and reports as required by the Project

Review, or assist in reviewing, all Contractor submittals of records and reports required by the KDOT, as applicable to the Project, which may include:

- a. Requests for partial and final payment

- b. Other reports and records as required by the individual Project
- (9) Collect, properly label or identify, and deliver to the KDOT all original diaries, logs, notebooks, accounts, records, reports and other documents prepared by the Consultant in the performance of this Agreement, upon completion or termination of this Agreement.
- (10) Return, upon completion or termination of this Agreement, all manuals, Contract Documents, guides, written instructions, unused forms and record keeping books, and other documents and materials furnished by the KDOT. The Consultant shall be responsible for replacing lost documents or materials at the price determined by the KDOT.
- (11) Prepare and submit a certification of Project completion.
- (12) Prepare and deliver (when Project is completed) one copy of major changes to the plans (by letter) to the KDOT. The letter should contain such items as the following:
- a. Earthwork and Culverts
1. A revised list of benchmarks
 2. Location of government benchmarks
 3. Major changes in alignment
 4. Major changes in grade line
 5. Established references on cornerstones
 6. Major changes in location of drainage structures
 7. Major changes in flow-line of drainage structures
 8. Drainage structures added or deleted
 9. Any change of access control
- b. Bridges
1. Changes in stationing
 2. Changes in type, size or elevation of footings
 3. Changes in grade line

B. SERVICES TO BE PROVIDED BY THE SECRETARY

- (1) The Secretary agrees to:
- a. Make available to the Consultant sufficient copies of the Contract Documents, shop drawings, plan revisions, written instructions and other information and data considered by the KDOT to be necessary to enable the Consultant to perform the services under this Agreement, for the Project to the same standards required of the KDOT's personnel.

- b. Provide for the use of the Consultant a sufficient supply of the blank diaries, logs, record keeping books, and reporting forms considered by the KDOT to be necessary for the Consultant to perform the services under this Agreement to the same standards required of the KDOT'S personnel.
 - c. Provide space in the field office and field laboratory furnished by the Contractor under the terms of the Construction Contract Proposal, for the occupancy and use of the Consultant until completion of the construction work.
 - d. Perform or provide for laboratory testing of materials requiring off-site testing facilities and obtain test reports or certificates of compliance hereof.
 - e. Perform all necessary weld inspection when there is welding for bridge beam connections and splices, and for sign supports. This includes all cross frames, diaphragm connections, and stud welding.
 - f. Designate a Construction Engineer/Construction Coordinator in the Construction Office with the duties and responsibilities set forth in Section IC of the General Construction Provisions of the Agreement.
 - g. Provide, through the Field Engineer and the District Staff, such assistance and guidance to the Consultant as may be reasonably necessary to perform and complete this Agreement in conformance with standard construction engineering practices of the KDOT.
- (2) The Secretary reserves the right to assign and charge to the Project such KDOT personnel as may be needed.

II. PROSECUTION AND PROGRESS

- A. It is anticipated that the services to be performed under the construction contract will start in 2014, and be completed by 2014.
- B. The Consultant shall complete all services to be rendered under this Agreement no later than two months after completion of Project construction. Failure to comply may result in disqualification of the Consultant's Project Engineer/Project Manager or Chief Inspector until proper documentation is submitted and accepted.

III. BASIS OF PAYMENT

- A. Compensation for services provided by the Consultant will be as agreed to by the LPA and the Consultant.

IV. MISCELLANEOUS PROVISIONS

A. AUTHORIZED REPRESENTATIVES

- (1) The Field Engineer for the KDOT will be Mr. Bob Gudgen, P.E., whose work address is 1813 West 4th Street, Pittsburg, Kansas 66762 and work telephone is 620-231-7560.
- (2) The Project Engineer/Project Manager for the Consultant will be Mr. Brad Edmundson, P.E., Certification Number 3626 (expiration date is 2/11/2019), whose work address is 350 South Washington, Wichita, Kansas 67202 and work telephone is 316-262-6457.
- (3) The Chief Inspector for the Consultant will be Mr. J. Stephen Lorson, Certification Number 1120 (expiration date is 2/11/2019), whose work address is 350 South Washington, Wichita, Kansas 67202 and work telephone is 316-262-6457.
- (4) The contact person for the LPA will be Mr. Bill Beasley whose work address is 201 West 4th Street, Pittsburg, Kansas 66762 and work telephone is 620-231-4170.

Updated: 3-Mar-14 03:18 PM

Special Attachment No. 5
Listing of Inspection Staff for Professional Engineering Consultants, P.A.
The following list of personnel are available to perform the work on KDOT Projects when required
Certification and Expiration Dates

Name	Cert. No.	INSPECTION										TESTING												
		BI	API	CPI	STR	CMB	EIT	DSI	AGF	AGL	AMF	CF	ACI	CS	ACI	QCB	SF	SD	SOF	SOL	NUC	QC/QA ASPHALT	QC/QA CONCRETE	
James K. Nichols	16	1/16/17	4/17/17	1/16/17	1/16/17								4/19/17	12/18/14										
Robert A. Rippel	19	1/16/17	1/16/17	1/16/17	1/16/17								1/10/18											
Alan D. Ward	22	4/12/16	2/8/16	2/8/16	2/8/16																			
Glen M. Erickson	285	2/11/19	2/11/19	2/11/19	2/11/19																			
Larry Lesperance	683	11/19/15	11/19/15	11/19/15	11/19/15								12/4/14											
Harold G. Linde	765	2/11/19	2/11/19	2/11/19	2/11/19																			
Joseph M. Goodwin	814	3/10/14	3/10/14	3/10/14																				
William P. Welken	860	2/12/14	2/12/14	2/12/14	2/12/14								4/19/17	12/18/14										
James W. Gubitz	868	2/12/14	2/12/14																					
Charles E. Daniels	921	2/8/16	2/8/16	2/8/16	2/8/16								4/19/17	3/27/14										
Randy C. Popowski	931	2/8/16	2/8/16	2/8/16	2/8/16								3/8/17											
Clinton J. Rogers	1106	2/8/16	2/8/16	2/8/16	3/7/16								4/19/17											
J. Stephen Lorson	1120	2/11/19	2/11/19	2/11/19	2/11/19																			
Ronald L. Follin	1219	2/8/16	2/8/16	2/8/16	2/8/16																			
Guadalupe Cardenas	1388																							
Denny A. Kernes	1401	2/12/14	2/12/14	2/12/14									1/6/16											
Donald R. Woodworth	1632	1/16/17	1/16/17	1/16/17									12/2/15											
Jeff Curtis	1851	1/12/15	12/15/14	12/15/14	1/12/15								12/2/15											
Dawn W. Kobzar	2007	4/18/16	1/18/16	1/18/16	1/18/16								2/5/15											
Philip Wait	2721	4/12/16	12/16/15	12/16/15									2/28/15	12/18/14										
Bradley Edmundson	3626	2/11/19	2/11/19	2/11/19	2/11/19																			
Mark Wait	3689	12/7/15	12/9/15	12/10/15	12/8/15																			
Carey R. Aurrell	3690	12/7/15	12/9/15	12/10/15	12/8/15																			
Chuck Harris	3722	2/23/15	2/25/15	2/28/15	2/24/15																			
Nicholas Steele	3861																							
Shawn C. Yountis	4077																							
Brenton Moses	141057	1/25/16	1/27/16	1/28/16	1/26/16								5/11/16											

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,
REHABILITATION ACT OF 1973, and any amendments thereto,
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY
POPULATIONS AND LOW INCOME POPULATIONS 1994, and any amendments thereto,
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 355) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such Act, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following "Nondiscrimination Clauses".

CLARIFICATION

Where the term "Consultant" appears in the following "Nondiscrimination Clauses", the term "Consultant" is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

Nondiscrimination Clauses

During the performance of this contract, the Consultant, or the Consultant's assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

- 1) **Compliance with regulations:** The Consultant will comply with the regulations of the U.S. Department of Transportation relating to nondiscrimination in its federally-assisted programs and codified at Title 49, Code of Federal Regulations, Parts 21, 23 and 27, (hereinafter referred to as the "Regulations"). The Regulations are herein incorporated by reference and made a part of this contract.
- 2) **Nondiscrimination:** The Consultant, with regard to the work performed by the Consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including in the procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) **Solicitations for Subcontractors, including Procurements of Material and Equipment:** In all solicitations, either competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.

- 4) **Information and Reports:** The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the Consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- 5) **Employment:** The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.
- 6) **Sanctions for Noncompliance:** In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,
 - (a) withholding of payments to the Consultant under the contract until the Consultant complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- 7) **Disadvantaged Business Obligation**
 - (a) Disadvantaged Business as defined in the Regulations shall have a level playing field to compete for contracts financed in whole or in part with federal funds under this contract.
 - (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
 - (c) The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of Federally-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- 8) **Executive Order 12898**
 - (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the State of Kansas and use such information in complying with Executive Order 12898.
- 9) **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State.

INTEROFFICE MEMORANDUM

To: DARON HALL, TAMMY NAGEL
From: LACIE COTTRELL
CC: TROY GRAHAM
Date: APRIL 02, 2014
Subject: *AGENDA ITEM: LINCOLN SQUARE DEVELOPMENT*
DEED TO: MATT HESS (LOT # 6)

The City of Pittsburg has been awarded a grant for the Moderate Income Housing Program (MIH) by the State of Kansas, for the development of a block of land owned by the City at 18th and Locust. Ten quality homes meeting all program requirements will be built by area builders and will be available for sale to homebuyers that qualify under the Moderate Income Housing Program guidelines.

Approved qualified buyers selected shall be provided; 1.) A forgivable loan in the amount of \$7,500 from the Presbyterian Church Fund to assist with closing costs and down payment assistance secured by a second mortgage for a period of five years; and 2.) a grant from Kansas Housing Resource Corporation in the amount of \$10,000 to assist with closing costs and down payment assistance with no restrictions.

One builder, Matt Hess, is ready to proceed with the final closing to build on Lot #6 in Lincoln Square Development. Drawings have been reviewed and approved by the Codes Department and the Development Agreement for Lot #6 has been signed by the builder, Matt Hess.

The Development Agreement commits the builder to begin the construction of the structure within three months after signing and calls for completion within six months. The Development Agreement has been reviewed and approved by the City Attorney and has safeguards which covers the City in the case any builder fails to perform.

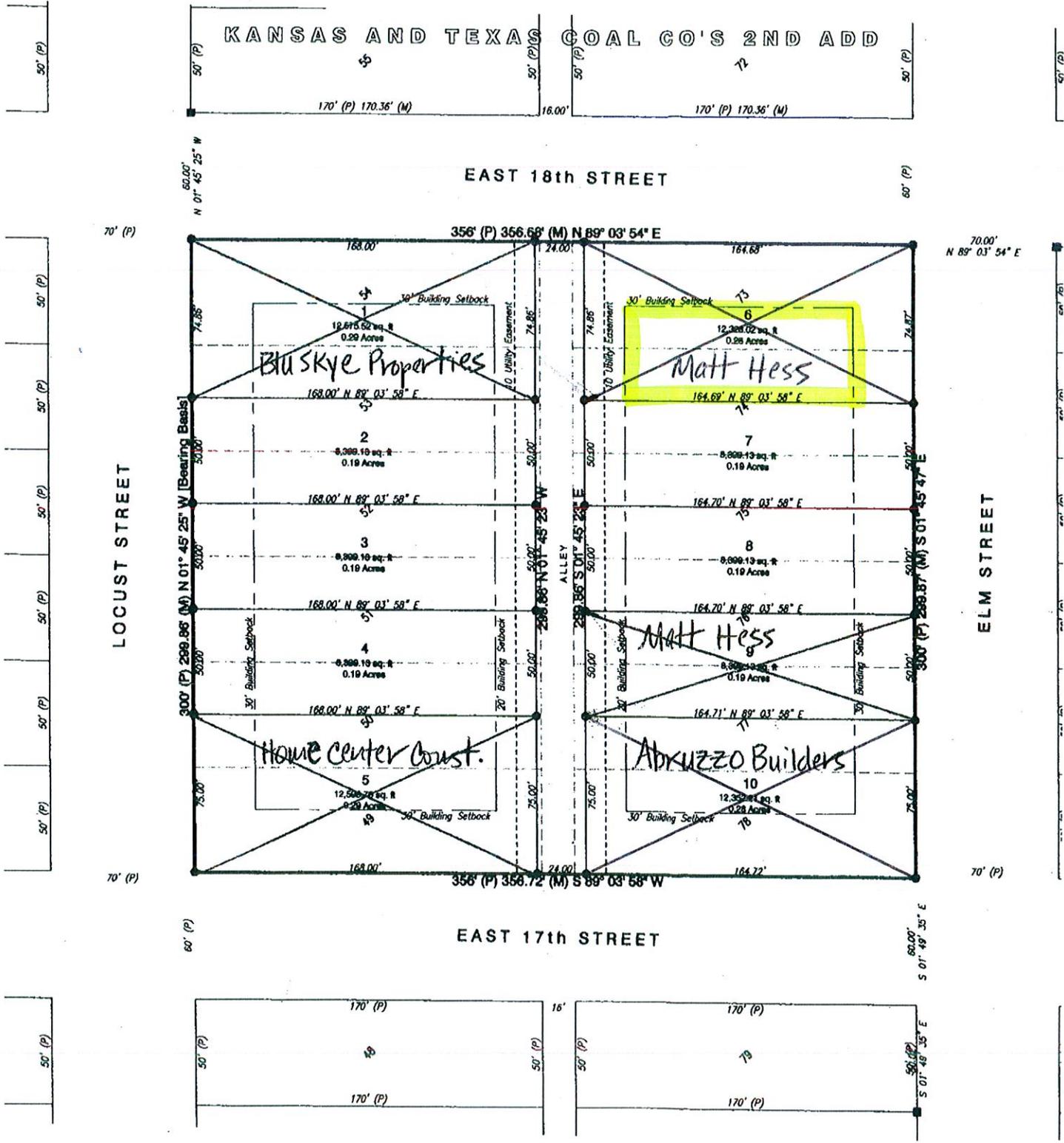
A plat of the Lincoln Square Development highlighting Lot #6 is attached for your review and information. Included for the Mayor's signature are the Lot #6 Development Agreement, Certificate of Restrictions, and the Kansas Quit Claim Deed of Lot #6 from the City of Pittsburg, to the builder, Matt Hess.

Please place this item on the City Commission agenda for review and approval.

LINCOLN SQUARE

A REPLAT OF LOTS 49 THRU 54 AND LOTS 73 THRU 78

KANSAS AND TEXAS COAL CO'S 2ND ADD



**LINCOLN SQUARE
DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT, hereinafter referred to as "Agreement", made this 8TH day of APRIL, 2014, by and between, the City of Pittsburg, Kansas, hereinafter referred to as "City" and MATT HESS, hereinafter referred to as "Developer", whose address is 220 W. ADAMS, PITTSBURG, KS 66762.

City hereby covenants and agrees that if the Developer shall perform the covenants and agreements hereinafter mentioned on the Developer's part to be performed, then the City will cause to be conveyed to the Developer, in fee simple, clear of all encumbrances, except for easements and restrictions of record, by a municipal warranty deed, to the following described property in Pittsburg, Crawford County, Kansas, to-wit:

Lot No. 6 in Lincoln Square Addition, a sub-division of the City of Pittsburg, Kansas according to the recorded plat thereof.

Restrictions and covenants placed upon the property by the City are attached hereto, incorporated herein and made a part hereof.

Developer hereby covenants that it is duly licensed to construct residential housing by the City and shall maintain its licensure in good standing during construction of the residence which is the subject of this Agreement.

CONSIDERATION

Developer agrees to commence the construction of a single family residence upon the above described property no later than ninety (90) days of the date of entering into this Agreement, and complete construction, including a Certificate of Occupancy being issued, within one hundred eighty (180) days from the date of entering into this Agreement. Developer further agrees that the single family residence, hereinafter referred to as the "residence", shall include three (3) bedrooms, two (2) baths, a carport or garage and completed landscaping. All drawings and construction plans shall be approved by the City's Codes Department prior to entering into this Agreement. No changes shall be made to the construction plans and drawings without the prior written approval of the City.

DEED

The deed shall be delivered to Developer upon approval of construction plans and drawings by the City's Code Department, receipt of proof of financing necessary to construct the residence, and execution of this Agreement. Provided however, should Developer fail to commence construction of the residence within ninety (90) days of entering into this Agreement, then the transfer of the above described real estate shall be rendered null and void and Developer shall convey the real estate back to the City by warranty deed.

KANSAS HOUSING RESOURCE CORPORATION GRANT

Developer understands and acknowledges that the Kansas Housing Resource Corporation grant available for qualified home buyers expires if construction is not complete and a Certificate of Occupancy issued within one hundred eighty (180) days from the date of transfer of the deed from the City to the Developer. Upon prior written approval of the City, and at the sole discretion of the City, extensions up to an additional ninety (90) days may be granted for circumstances beyond the Developer's control that delay completion of the construction.

INSURANCE

Developer shall procure, obtain and maintain insurance to protect the Developer, as well as the City and each parties' agents, officials, officers, and employees from damages resulting from errors, omissions and negligent acts of Developer, its agents, officers, employees and subcontractors in the performance of the work to be performed pursuant to this Agreement. The policies of insurance shall include as a minimum:

A) Worker's Compensation and Employer Liability coverage with an "all states" endorsement. Said insurance policies shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall not be less than:

Workman's Compensation – Statutory
Employer's Liability - \$500,000.00 each occurrence

B) Motor vehicle liability coverage of at least \$1,000,000.00 combined single limits liability coverage for bodily injury, death, personal injury or property damage; and

C) A comprehensive commercial general liability policy, including an endorsement for products liability and completed operations, protecting against all claims arising from injury or death to persons (other than Developer's employees) or damage to property of the City or others arising out of any error, omission or negligent act of Developer, its agents, officers, employees or subcontractors in connection with Developer's work pursuant to this Agreement. The liability limit shall not be less than \$1,000,000.00 per occurrence for bodily injury, death and property damage.

Satisfactory certificates of insurance shall be filed with the City Clerk prior to the Developer performing work on the premises. No policy insuring only "claims made" during its policy term will be acceptable. In addition, insurance policies applicable hereto shall contain a provision providing that the City shall be given thirty (30) days advance written notice by any insurance company before such policy is substantially changed or cancelled.

INDEMNIFICATION AND HOLD HARMLESS

The Developer expressly agrees and covenants that it will hold and save harmless and indemnify the City and its agents, officials, officers, employees and authorized representatives from any and all causes of action, penalties, fines, losses, costs, liabilities, expenses, attorney fees, suits, judgments and damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the Developer, its employees and subcontractors. The Developer shall also insert in its contracts with each subcontractor a clause that requires the subcontractor to also indemnify and hold harmless the City and its agents, officials, officers, employees and authorized representatives from any and all causes of action, penalties, fines, losses, costs, liabilities, expenses, attorney fees, suits, judgments and damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of all subcontracts by the subcontractor and its employees.

TAXES

Taxes and assessments for the year 2012 and all previous years, if any, shall be paid by the City. Taxes and assessments for the year 2013 and all subsequent years shall be paid by the Developer.

SITE CONDITIONS

The City shall provide a sewer and water hookup to the premises, and has completed a Phase I Environmental Assessment of the property which is attached hereto and made a part hereof. The City makes no representations or warranties regarding site conditions and the Developer shall be solely responsible for and assumes the risk of any adverse site conditions.

TREES

The Developer shall not remove any trees from the premises without the prior written approval of the City.

CURBING AND SIDEWALKS

The Developer shall be responsible for and repair all damage to existing sidewalks and curbing which occur while performing work on the premises.

DEFAULT

In the event Developer fails to comply with any terms of this Agreement, then this Agreement shall, at the sole option of the City, be rendered null and void, where upon all rights of the Developer hereunder shall terminate, and the City shall be entitled to exclude Developer from the premises and retain possession of said real estate and enter into an agreement with another Developer to complete development of the premises. Upon said election all parties shall be released from further liability hereunder. If the City does not exercise its option to terminate this

Agreement as set further above, the City may pursue such other rights and remedies as it may have and shall be entitled to in law and in equity.

ASSIGNMENT

The Developer shall have not have right or authority to sell or convey any interest in the above described real estate prior to closing without the prior written consent of the City.

BINDING NATURE

This Agreement shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties.

ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement of the parties hereto and any prior oral or written agreement or understanding between the parties relating to the work described above is merged herein and shall be of no separate force and effect and this Agreement shall only be changed, modified, or discharged by written agreement signed by each party hereto.

EXCLUSIVE LAW AND VENUE

Developer agrees that this Agreement shall be governed by Kansas law and consents to the exclusive jurisdiction and venue of the Crawford County, Kansas District Court for any dispute that may arise out of, or under, this Agreement.

COUNTERPARTS

This Agreement shall be executed in two (2) counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

City of Pittsburg, Kansas

MATT HESS

By: _____
MICHAEL E. GRAY, Mayor

By: Matt Hess
MATT HESS, Developer

Attest:

TAMMY NAGEL, City Clerk

Amendment Number 1
CERTIFICATE OF RESTRICTIONS
RELATING TO THE PLAT OF LINCOLN SQUARE ADDITION
A SUB-DIVISION OF THE CITY OF PITTSBURG, KS

The City of Pittsburg, owners of all of the lots in Lincoln Square Addition, a sub-division of the City of Pittsburg, Kansas, as filed and recorded in the office of the Register of Deeds of Kansas, do hereby establish and certify the following restrictions relating to the lots of said sub-division.

The lots and parcels of land aforesaid will not be given away, sold, leased, conveyed, or in anyway alienated unto any person or entity except subject to the terms and conditions of the income restrictions identified under the Moderate Income Housing Program through the State of Kansas. Approved qualified buyers selected shall be provided assistance for down payment and closing costs. Each buyer shall be provided; 1) a forgivable loan in the amount of \$7,500.00 from the Presbyterian Church Fund to assist with closing costs and down payment assistance secured by a second mortgage for a period of five years; and 2) a grant from Kansas Housing Resource Corporation in the amount of \$10,000 to assist with closing costs and down payment assistance with no restrictions.

1. No building shall be erected, placed or altered upon any lot until the construction plans and specifications and a plan showing the location of the structures have been approved by the Zoning Administrator or his designated agent, as to the quality of workmanship and materials, building codes, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed, or altered on any lot near to any street or property line unless similarly approved.
2. The lots in said sub-division shall be subject to all restriction contained in this document and all zoning and building codes of the City of Pittsburg. The restriction and other codes will be enforced by the appropriate city officials and any variance, exceptions, or appeal from the decision of the Zoning Administrator may be to the Board of Zoning Appeals as specified in the City's Zoning Code.
3. The following minimum requirements as to spacing, area, and width shall be observed:
 - A. The minimum floor area in a one-floor structure, exclusive of basement, garages, open porches, terraces, and patios shall not be less than 1100 square feet.
 - B. The structure shall pass any testing that may be required by the State of Kansas Housing Resource Corporation for compliance with the

2006 Energy Conservation Code or the Energy Star Program and with the accessibility standards identified in K.S.A. 58-1401, et seq.

- C. Each primary residence shall include at least a covered one car parking space within or outside the structure.
 - D. All off-street parking spaces and access drives shall be paved with concrete or asphalt.
5. The structures in this sub-division shall be site built new construction constructed of unused building materials.
 6. These covenants are to run with the land and shall be binding upon all the parties and all persons claiming under them until such time an instrument has been signed by all of the then owners of the lots as they are recorded, agreeing to change said covenants in whole or in part.

In witness whereof, the undersigned owner of all of the lots in Lincoln Square Addition of the City of Pittsburg, Crawford County, Kansas, have hereunto set their hands this 8TH day of APRIL, 2014.

MICHAEL E. GRAY
Mayor, City of Pittsburg

ATTESTED:

TAMMY NAGEL, City Clerk

(STATE OF KANSAS)
(COUNTY OF CRAWFORD)

Be it remembered that on this 8TH day of APRIL, 2014, MICHAEL E. GRAY, Mayor of the City of Pittsburg and TAMMY NAGEL, City Clerk/Administrator who are personally known to me, appeared before me, a notary public in and for the County and state aforesaid and executed the above instrument in writing as their own free will for the purposes set forth therein.

Notary Public

My Appointment Expires:

KANSAS QUIT CLAIM DEED

On this 8TH day of APRIL, 2014, City of Pittsburg, Kansas, a municipal corporation, (“Grantor”) Quitclaims to Matt Hess, an individual, (“Grantee”) all of its interest in the following described real estate in Crawford County, Kansas:

Lot No. 6 in Lincoln Square Addition, a sub-division of the City of Pittsburg, Kansas according to the recorded plat thereof.

for the sum of One Dollar (\$1.00) and other good and valuable consideration.

SUBJECT TO: Easements, restrictions, reservations, special assessments and rights-of-way of record, if any.

THE CITY OF PITTSBURG, KANSAS

By: _____
MICHAEL E. GRAY, Mayor

ATTEST:

TAMMY NAGEL, City Clerk

STATE OF KANSAS)
) ss:
CRAWFORD COUNTY)

BE IT REMEMBERED, that on this 8TH day of APRIL, 2014, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came MICHAEL E. GRAY, Mayor of the City of Pittsburg, Kansas, a Municipal Corporation duly incorporated and existing under and by virtue of the laws of Kansas; and TAMMY NAGEL, City Clerk of said City, who are personally known to me to be the same persons who executed as such officers the within instruments of writing on behalf of said City and such person duly acknowledged the execution of the same to be the act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial Seal, the day and year last above written.

Notary Public

My Appointment Expires: _____



DEPARTMENT OF PUBLIC WORKS

201 West 4th Street · Pittsburg KS 66762

(620) 231-4170

www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: TIM BELL
Building Official

DATE: April 1, 2014

SUBJECT: Agenda Item – April 8th, 2014
Appointment to the Building Code Board of Appeals

Dennis Meier, Licensed Engineer, as a member of the Building Code Board of Appeals has submitted his resignation from the Board. Mr. Meier has indicated he has too many other obligations and felt he needed to step down from the Board.

In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, April 8th, 2014. Action being requested is appointment of a new member to fill this vacancy. The attached list includes people that have expressed an interest in serving on the Building Code Board of Appeals.

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

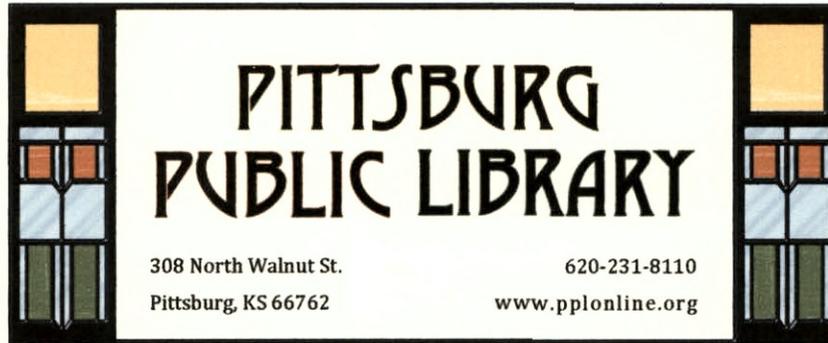
Attachment: List of Candidates

**Candidates for Appointment
to the
Building Codes Board of Appeals**

Licensed Engineers

BRIAN COOMES

Coomes was born in 1985 and grew up in Girard, Kansas. He attended Kansas State University where he graduated with a Bachelor's Degree in Civil Engineering in 2008. He moved to Dallas, Texas after graduation and worked with Kimley-Horn for two years before returning to join the engineer team of PEC. He currently resides at 510 E 27th Street in Pittsburg. He is a member of the Pittsburg Noon Rotary, the Pittsburg Young Professionals and is the Treasurer of the Kansas Society of Professional Engineers.



March 25, 2014

Daron Hall
City Manager
Pittsburg, KS 66762

Dear Daron,

On behalf of the Library Board of Trustees, I would like to request that the City Commission appoint Jamie Brooksher to replace Janice Jewett as a member of the Library Board. Janice has been an outstanding board member and has served the maximum two terms.

Jamie is an attorney and serves as General Counsel to Pittsburg State University. She graduated with a bachelor's degree in history from PSU and received a juris doctorate from the University of Kansas. She is an avid library user and I believe she will be an ideal candidate for this position. Jamie and her husband James have three school-age children.

In addition, Beth Geiger is eligible to be reappointed to the Board. Beth would be appointed for a first term, since she has just completed a partial term.

Thank you for your assistance in this matter.

Sincerely,

Bev Clarkson
Director



Interoffice Memorandum

TO: Daron Hall, City Manager
FROM: Tammy Nagel, City Clerk
DATE: March 25, 2014
SUBJECT: Agenda Item – Designation of Official Newspaper

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

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

Please place an item on the agenda for the City Commission Meeting of April 8th, 2014, designating *The Morning Sun* as the Official City Newspaper.

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



Interoffice Memorandum

TO: Daron Hall, City Manager
FROM: Jamie Clarkson, Director of Finance
DATE: March 25, 2014
SUBJECT: Agenda Item – Designation of Official Depositories

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

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

Please place an item on the agenda for the City Commission Meeting of April 8th, 2014, designating these banking institutions as Official City Depositories.

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

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	3/21/2014			172508		

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

TOTAL ERRORS: 0

VENDOR SET: 99 BANK: *	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
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BANK: *	TOTALS:	1	0.00	0.00	0.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5283	CLASS LTD	R	3/21/2014			172506		50.46
4263	COX COMMUNICATIONS KANSAS LLC	R	3/21/2014			172507		1,625.77
7151	TOTALFUNDS BY HASLER	R	3/21/2014			172509		1,500.00
5622	KANSAS STATE UNIVERSITY	R	3/21/2014			172510		25.00
1515	KANSAS STATE FIREFIGHTERS ASSO	R	3/21/2014			172511		150.00
2223	PITNEY BOWES	R	3/21/2014			172512		894.00
0175	REGISTER OF DEEDS	R	3/21/2014			172513		12.92
7111	RLI	R	3/21/2014			172514		100.00
1552	ETS DEVELOPMENT GROUP LLC	R	3/21/2014			172515		9,302.50
1108	WESTAR ENERGY	R	3/21/2014			172516		80.94
7156	FLINT HILLS K9 TRAINING CENTER	R	3/26/2014			172525		5,500.00
4263	COX COMMUNICATIONS KANSAS LLC	R	3/28/2014			172526		28.67
5280	KANSAS BOARD OF TAX APPEALS	R	3/28/2014			172527		800.00
1	PETERSON, MACKENZIE	R	3/28/2014			172528		45.00
2223	PITNEY BOWES	R	3/28/2014			172529		100.00
0349	UNITED WAY OF CRAWFORD COUNTY	R	3/28/2014			172530		88.25
1	WESLEY HOUSE	R	3/28/2014			172531		50.00
1108	WESTAR ENERGY	R	3/28/2014			172532		3,933.91
5371	PITTSBURG FAMILY YMCA	R	3/28/2014			172533		142.60
1303	A&J METER SERVICE INC	R	4/01/2014			172544		410.09
5966	BOBCAT OF SPRINGFIELD, INC	R	4/01/2014			172545		242.27
6956	BSN SPORTS, INC	R	4/01/2014			172546		107.82

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5857	CREATIVE PRODUCT SOURCING INC	R	4/01/2014			172547		876.55
7147	DETCO INDUSTRIES, INC	R	4/01/2014			172548		139.95
7116	EMC INSURANCE COMPANIES	R	4/01/2014			172549		632.00
6740	FELD FIRE	R	4/01/2014			172550		11.10
6358	FIRE X INC	R	4/01/2014			172551		53.00
5159	MOTION INDUSTRIES INC	R	4/01/2014			172552		880.58
5911	PB HOIDALE CO INC	R	4/01/2014			172553		29.46
7152	PRAIRIE VIEW	R	4/01/2014			172554		25.00
1	PSU FOUNDATION	R	4/01/2014			172555		10.00
7096	RED GIANT OIL, INC	R	4/01/2014			172556		50.00
7107	SHAW SUPPLY COMPANY, INC	R	4/01/2014			172557		2,140.00
6716	SID BOEDEKER SAFETY SHOE SERVI	R	4/01/2014			172558		95.99
7053	U.S. PEROXIDE, LLC	R	4/01/2014			172559		950.00
7157	WATER SYSTEMS ENGINEERING, INC	R	4/01/2014			172560		1,005.00
2350	WASTE CORPORATION OF MISSOURI	R	4/01/2014			172561		276.16
6838	XPEDX	R	4/01/2014			172562		245.59
0011	AMERICAN ELECTRIC INC	E	3/26/2014			999999		38.00
0022	DANKO EMERGENCY EQUIPMENT CO.	E	3/26/2014			999999		122.82
0026	STANDARD INSURANCE COMPANY	D	4/01/2014			999999		1,284.66
0044	CRESTWOOD COUNTRY CLUB	E	3/26/2014			999999		272.28
0046	ETTINGERS OFFICE SUPPLY	E	3/26/2014			999999		3,823.81
0055	JOHN'S SPORT CENTER	E	3/26/2014			999999		1,064.56

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0063	LOCKE WHOLESALE SUPPLY	E	3/26/2014			999999		291.16
0068	BROOKS PLUMBING LLC	E	3/26/2014			999999		199.18
0078	SUPERIOR LINEN SERVICE	E	3/26/2014			999999		68.78
0084	INTERSTATE EXTERMINATOR, INC.	E	3/26/2014			999999		350.00
0101	BUG-A-WAY INC	E	3/26/2014			999999		110.00
0105	PITTSBURG AUTOMOTIVE INC	E	3/26/2014			999999		2,346.81
0112	MARRONES INC	E	3/26/2014			999999		351.10
0117	THE MORNING SUN	E	3/26/2014			999999		204.21
0128	VIA CHRISTI HOSPITAL	E	3/26/2014			999999		465.00
0129	PROFESSIONAL ENGINEERING CONSU	E	3/26/2014			999999		27,580.28
0135	PITTSBURG AREA CHAMBER OF COMM	E	3/26/2014			999999		300.00
0145	BROADWAY LUMBER COMPANY, INC.	E	3/26/2014			999999		445.25
0154	BLUE CROSS & BLUE SHIELD	D	3/21/2014			999999		18,312.80
0154	BLUE CROSS & BLUE SHIELD	D	3/26/2014			999999		23,823.64
0154	BLUE CROSS & BLUE SHIELD	D	4/01/2014			999999		29,477.73
0163	O'REILLY AUTOMOTIVE INC	E	3/26/2014			999999		19.21
0181	INGRAM	E	3/26/2014			999999		85.01
0185	MISSION CLAY PRODUCTS LLC	E	3/26/2014			999999		134.78
0194	KANSAS STATE TREASURER	D	3/31/2014			999999		153,352.09
0199	KIRKLAND WELDING SUPPLIES	E	3/26/2014			999999		534.50
0200	SHERWIN WILLIAMS COMPANY	E	3/26/2014			999999		190.15
0207	PEPSI-COLA BOTTLING CO OF PITT	E	3/26/2014			999999		313.70

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0272	BO'S 1 STOP INC	E	3/26/2014			999999		2,807.00
0276	JOE SMITH COMPANY, INC.	E	3/26/2014			999999		292.73
0277	HORNUNG'S PRO GOLF SALES	E	3/26/2014			999999		325.34
0289	TITLEIST	E	3/26/2014			999999		1,463.52
0294	COPY PRODUCTS, INC.	E	3/26/2014			999999		1,674.00
0300	PITTSBURG FORD-MERCURY, INC.	E	3/26/2014			999999		312.79
0306	CASTAGNO OIL CO INC	E	3/26/2014			999999		232.71
0317	KUNSHEK CHAT & COAL CO, INC.	E	3/26/2014			999999		1,769.56
0321	KP&F	D	3/28/2014			999999		40,549.92
0329	O'MALLEY IMPLEMENT CO INC	E	3/26/2014			999999		14.00
0335	CUSTOM AWARDS PLUS INC	E	3/26/2014			999999		86.94
0337	CROSS-MIDWEST TIRE	E	3/26/2014			999999		73.51
0339	GENERAL MACHINERY	E	3/26/2014			999999		929.50
0345	VICTOR L PHILLIPS CO	E	3/26/2014			999999		199.95
0375	CONVENIENT WATER COMPANY	E	3/26/2014			999999		151.48
0409	WISEMAN'S DISCOUNT TIRE INC	E	3/26/2014			999999		11.95
0420	CONTINENTAL RESEARCH CORP	E	3/26/2014			999999		185.20
0422	HIGHSMITH, LLC	E	3/26/2014			999999		79.19
0530	THYSSENKRUPP CORPORATION	E	3/26/2014			999999		826.16
0534	TYLER TECHNOLOGIES INC	E	3/26/2014			999999		700.00
0585	MOLLE MC AUTOMOTIVE INC	E	3/26/2014			999999		287.28
0587	WESTCO OF OKLAHOMA, INC	E	3/26/2014			999999		599.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0597	MIDWEST MINERALS INC	E	3/26/2014			999999		1,427.35
0607	QUALITY FLOOR COVERING	E	3/26/2014			999999		75.00
0659	PAYNES INC	E	3/26/2014			999999		113.75
0695	BERBERICH TRAHAN & CO PA	E	3/26/2014			999999		20,000.00
0709	PURVIS INDUSTRIES LTD	E	3/26/2014			999999		645.88
0728	ICMA	D	3/28/2014			999999		948.93
0746	CDL ELECTRIC COMPANY INC	E	3/26/2014			999999		768.73
0751	ULTRA-CHEM INC	E	3/26/2014			999999		113.71
0786	RICHARD RHEUMS	E	3/26/2014			999999		139.50
0805	BROADWAY ANIMAL HOSPITAL PA	E	3/26/2014			999999		409.00
0823	TOUCHTON ELECTRIC INC	E	3/26/2014			999999		78.05
0843	LAB SAFETY SUPPLY INC	E	3/26/2014			999999		443.82
0844	HY-FLO EQUIPMENT CO	E	3/26/2014			999999		32.90
0866	AVFUEL CORPORATION	E	3/26/2014			999999		331.77
0867	CUMMINS CENTRAL POWER LLC	E	3/26/2014			999999		91.32
1050	KPERS	D	3/28/2014			999999		34,795.14
1141	THE G W VAN KEPPEL COMPANY	E	3/26/2014			999999		10.89
1290	CMI INC	E	3/26/2014			999999		45.91
1619	MIDWEST TAPE, LLC	E	3/26/2014			999999		280.89
1733	BOYD METALS OF JOPLIN INC	E	3/26/2014			999999		317.45
1792	B&L WATERWORKS SUPPLY, LLC	E	3/26/2014			999999		273.67
1923	AUTOZONE	E	3/26/2014			999999		33.79

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	3/26/2014			999999		493.85
2035	O'BRIEN ROCK CO., INC.	E	3/26/2014			999999		1,051.00
2111	DELL MARKETING L.P.	E	3/26/2014			999999		1,769.93
2126	BUILDING CONTROLS & SERVICE IN	E	3/26/2014			999999		1,281.90
2960	PACE ANALYTICAL SERVICES INC	E	3/26/2014			999999		394.00
3192	MUNICIPAL CODE CORP	E	3/26/2014			999999		371.40
3248	AIRGAS USA LLC	E	3/26/2014			999999		902.44
3971	FASTENAL COMPANY	E	3/26/2014			999999		642.06
3972	WASHINGTON ELECTRONICS INC	E	3/26/2014			999999		240.00
4133	T.H. ROGERS HOMECENTER	E	3/26/2014			999999		283.10
4307	HENRY KRAFT, INC.	E	3/26/2014			999999		791.42
4390	SPRINGFIELD JANITOR SUPPLY, IN	E	3/26/2014			999999		217.60
4621	JCI	E	3/26/2014			999999		4,726.40
4711	PENGUIN RANDOM HOUSE, LLC	E	3/26/2014			999999		86.25
5185	FERGUSON ENTERPRISES INC	E	3/26/2014			999999		6,720.06
5275	US LIME COMPANY-ST CLAIR	E	3/26/2014			999999		3,971.57
5295	SPRINGFIELD BLUEPRINT	E	3/26/2014			999999		120.91
5340	COMMERCE BANK TRUST	E	3/24/2014			999999		51,593.98
5637	RAY ALLEN MANUFACTURING, LLC	E	3/26/2014			999999		319.99
5657	TELEDYNE ISCO INC	E	3/26/2014			999999		190.50
5725	RED THE UNIFORM TAILOR INC	E	3/26/2014			999999		204.09
5855	SHRED-IT USA INC	E	3/26/2014			999999		135.93

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5904	TASC	D	3/28/2014			999999		7,858.11
6117	ALEXANDER OPEN SYSTEMS, INC	E	3/26/2014			999999		1,400.00
6131	MCELROY METAL INC	E	3/26/2014			999999		976.98
6175	HENRY C MENGHINI	E	3/26/2014			999999		293.40
6203	SOUTHWEST PAPER CO INC	E	3/26/2014			999999		329.29
6230	THE MAZUREK LAW OFFICE LLC	E	3/26/2014			999999		350.00
6389	PROFESSIONAL TURF PRODUCTS LP	E	3/26/2014			999999		205.58
6402	BEAN'S TOWING & AUTO BODY	E	3/26/2014			999999		370.00
6415	ING FINANCIAL ADVISORS	D	3/28/2014			999999		4,125.00
6524	ELLIOTT EQUIPMENT COMPANY	E	3/26/2014			999999		295.50
6528	GALE GROUP/CENGAGE	E	3/26/2014			999999		334.30
6577	GREENSPRO INC	E	3/26/2014			999999		12,745.40
6666	NEWARK CORPORATION	E	3/26/2014			999999		60.60
6805	WELLNESS INNOVATIONS & NURSING	E	3/26/2014			999999		4,826.29
6952	ADP INC	D	3/21/2014			999999		2,415.05
6952	ADP INC	D	3/28/2014			999999		2,592.96
7050	KRIZ-DAVIS CO.	E	3/26/2014			999999		45.12
7118	SP DESIGN & MFG, INC	E	3/26/2014			999999		355.20
7138	OMECORP, LLC	E	3/26/2014			999999		182.25
7149	ENPRO TECHNOLOGIES, LTD	E	3/26/2014			999999		50.69

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
* * T O T A L S * *								
		NO		INVOICE AMOUNT				CHECK AMOUNT
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	HAND CHECKS:			0.00		0.00		0.00
	DRAFTS:			319,536.03		0.00		319,536.03
	EFT:			177,318.41		23.65CR		177,294.76
	NON CHECKS:			0.00		0.00		0.00
	VOID CHECKS:							
		0 VOID DEBITS	0.00					
		VOID CREDITS	0.00	0.00		0.00		

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: 80144	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			152	529,465.02	23.65CR	529,441.37
BANK: 80144	TOTALS:		152	529,465.02	23.65CR	529,441.37

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0011	AMERICAN ELECTRIC INC	E	3/31/2014			999999		180.49
0231	JAMES CLARKSON	E	3/24/2014			999999		13.64
0253	TAMARA N NAGEL	E	3/31/2014			999999		16.80
0306	CASTAGNO OIL CO INC	E	3/31/2014			999999		73.95
0650	HOME CENTER CONSTRUCTION	E	3/31/2014			999999		24,645.00
0704	NEPTUNE RADIATOR AND AUTO	E	3/24/2014			999999		20.00
0752	US SIXTY-NINE HIGHWAY	E	3/31/2014			999999		3,500.00
0823	TOUCHTON ELECTRIC INC	E	3/24/2014			999999		960.00
0866	AVFUEL CORPORATION	E	3/24/2014			999999		27,106.57
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	3/31/2014			999999		27,035.08
2433	THE MORNING SUN	E	3/24/2014			999999		1,443.21
3847	INTERNATIONAL PUBLIC MANAGEMEN	E	3/24/2014			999999		962.50
4262	KDHE	E	3/24/2014			999999		60.00
4501	JAMES D PATTERSON	E	3/31/2014			999999		266.00
5609	RON WHITE	E	3/31/2014			999999		70.00
6595	AMAZON.COM, INC	E	3/24/2014			999999		23,691.41
6875	DARON HALL	E	3/31/2014			999999		196.00
6995	SUMMER WARREN	E	3/31/2014			999999		80.00
7028	MATTHEW L. FRYE	E	3/24/2014			999999		400.00
7029	ELISABETH GORDON	E	3/31/2014			999999		147.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
* * T O T A L S * *								
		NO		INVOICE AMOUNT		DISCOUNTS		CHECK AMOUNT
	REGULAR CHECKS:	0		0.00		0.00		0.00
	HAND CHECKS:	0		0.00		0.00		0.00
	DRAFTS:	0		0.00		0.00		0.00
	EFT:	20		110,867.65		0.00		110,867.65
	NON CHECKS:	0		0.00		0.00		0.00
	VOID CHECKS:	0	VOID DEBITS	0.00				
			VOID CREDITS	0.00		0.00		
TOTAL ERRORS: 0								
		NO		INVOICE AMOUNT		DISCOUNTS		CHECK AMOUNT
VENDOR SET: 99	BANK: EFT	TOTALS:	20	110,867.65		0.00		110,867.65
BANK: EFT	TOTALS:	20		110,867.65		0.00		110,867.65

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7106	GEORGIA BATES	R	4/01/2014			172536		113.00
6266	KENNETH JOSEPH BRADY	R	4/01/2014			172537		274.00
6585	CLASS HOMES 1 LLC	R	4/01/2014			172538		91.00
6168	K AND B RENTALS LLC	R	4/01/2014			172539		590.00
6517	STACE MORRIS	R	4/01/2014			172540		730.00
1800	DAN RODABAUGH	R	4/01/2014			172541		59.00
6451	NAZAR SAMAN	R	4/01/2014			172542		449.00
4636	WESTAR ENERGY, INC. (HAP)	R	4/01/2014			172543		1,057.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	8	3,363.00	0.00	3,363.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00
TOTAL ERRORS:	0			

VENDOR SET: 99 BANK: HAP TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
	8	3,363.00	0.00	3,363.00
BANK: HAP TOTALS:	8	3,363.00	0.00	3,363.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0021	CUES	R	3/21/2014			172517		11,203.04
7124	GOINS ENTERPRISES	R	3/28/2014			172534		6,391.80
2519	EAGLE BEVERAGE CO INC	R	3/31/2014			172535		134.35

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	3	17,729.19	0.00	17,729.19
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: MAN	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			3	17,729.19	0.00	17,729.19
BANK: MAN	TOTALS:		3	17,729.19	0.00	17,729.19
REPORT TOTALS:			184	661,424.86	23.65CR	661,401.21

Passed and approved this 8th day of April, 2014.

Mayor -

ATTEST:

Tammy Nagel, City Clerk



DEPARTMENT OF PUBLIC WORKS

201 West 4th Street · Pittsburg KS 66762

(620) 231-4170

www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: TROY GRAHAM
Director of Planning and Community Services

DATE: April 2, 2014

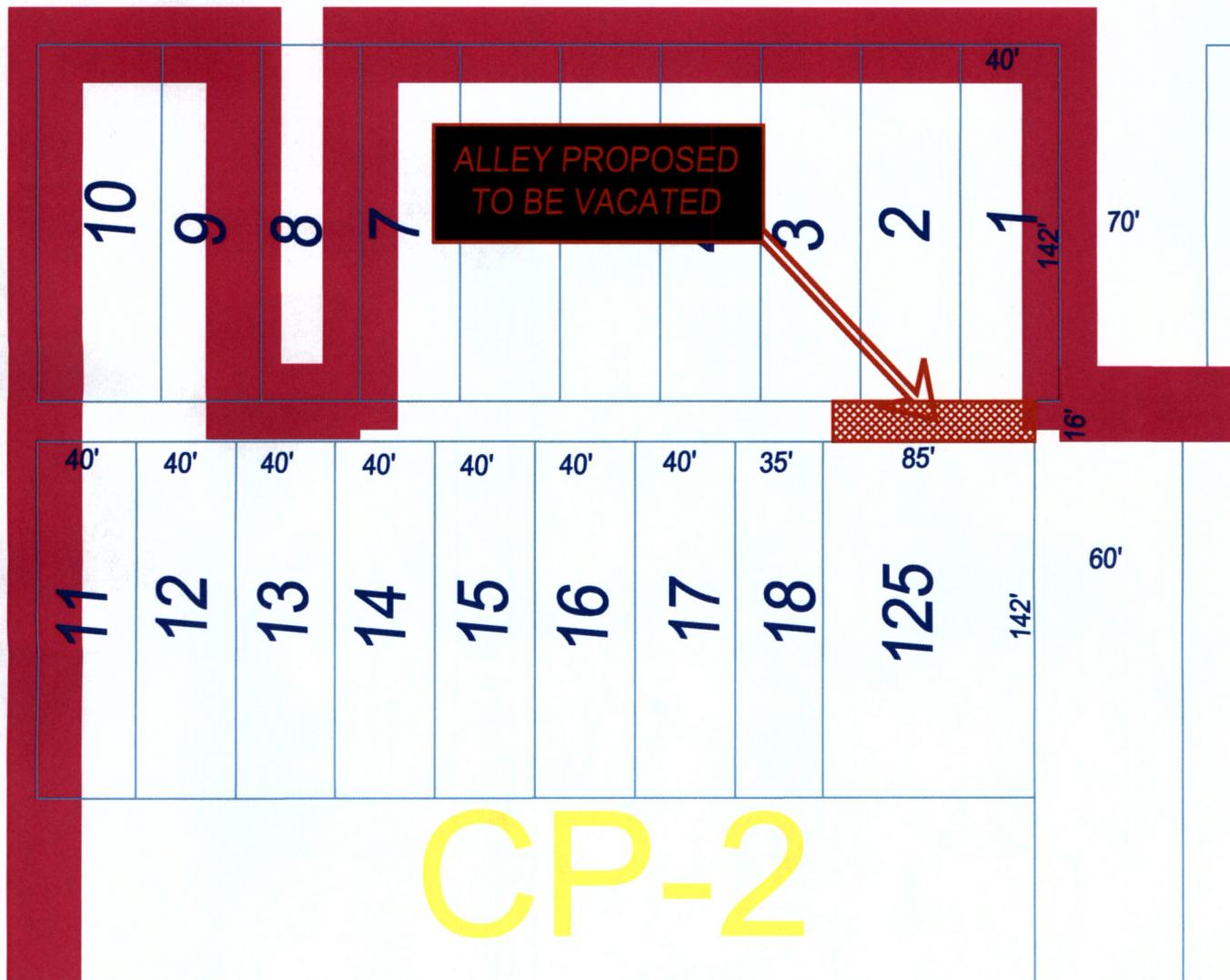
SUBJECT: Agenda Item – April 8, 2014
PUBLIC HEARING
Request to Vacate an Alley Located in the 1700 Block of North Walnut

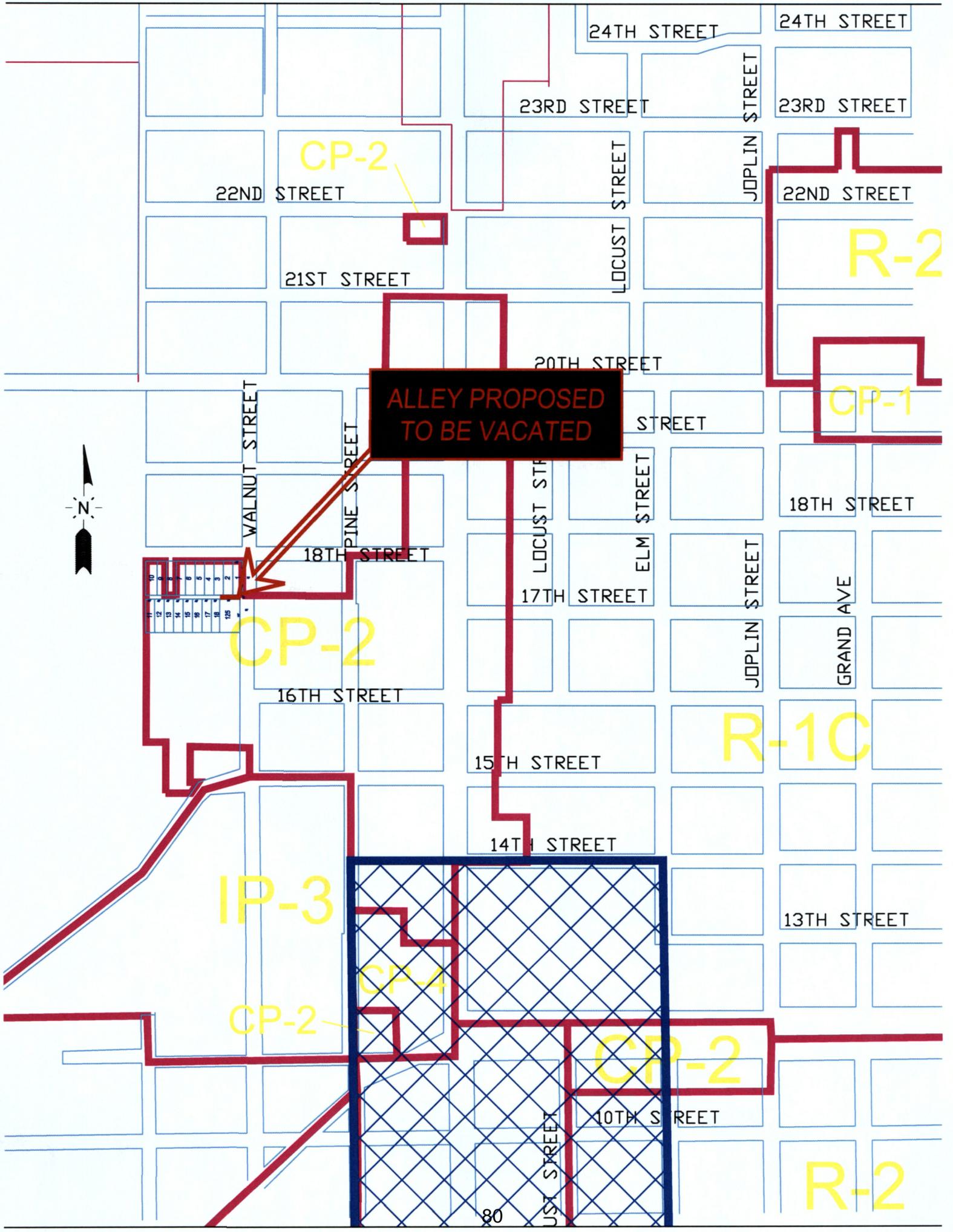
The Planning and Zoning Commission, in its meeting of March 24, 2014, considered a request submitted by Cheryl Eastep to vacate an alley located in the 1700 Block of North Walnut on the property located at 1709 and 1711 North Walnut (see attached map). Ms. Eastep owns the properties on both sides of this alley and would like to vacate the alley to increase the buildable area of her property. Currently, the City of Pittsburg has a sanitary sewer located within this alley. If this alley is vacated, staff recommends that the entire area be reserved as a utility easement.

After reviewing all the evidence presented, the Planning Zoning Commission voted unanimously to recommend to the Governing Body **approval** to vacate this alley with the condition an easement be retained for utility purposes. This recommendation will be presented to the Governing Body for their consideration during a **PUBLIC HEARING** scheduled for Tuesday, April 8th, 2014. Action being requested is to review this request and, if approved, direct the City Attorney to prepare the necessary Order.

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

Attachment: Map





ALLEY PROPOSED TO BE VACATED

CP-2

R-2

CP-1

CP-2

R-1C

IP-3

CP-4

CP-2

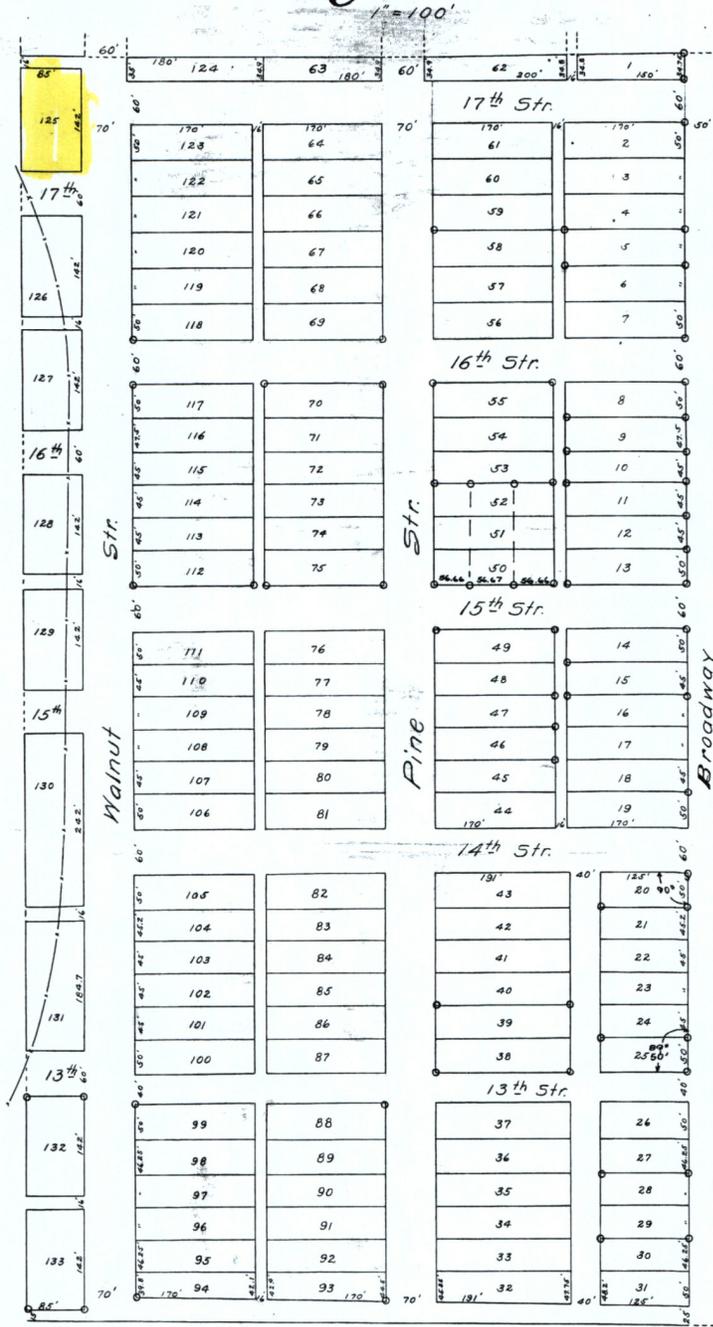
CP-2

R-2



11	10
12	9
13	8
14	7
15	6
16	5
17	4
18	3
19	2
20	1
21	
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The Nesch Addition to Pittsburg, Kansas.



This is to certify that Henry R. Nesch is the owner in fee simple of a part of the East one-half (E. 1/2) of the Northeast quarter (N.E. 1/4) of Section nineteen (19), Township thirty (30) S., Range twenty-five (25) E. of the Sixth Principal Meridian in Crawford County, Kansas and more particularly described as follows, to-wit:

Beginning at the Southeast corner of the Southeast quarter (S.E. 1/4) of the Northeast quarter (N.E. 1/4) of said section, township and range, thence running north seventeen hundred sixty (1760) feet; thence west nine hundred ninety (990) feet; thence south seventeen hundred sixty (1760) feet; thence east nine hundred ninety feet, more or less, to place of beginning.

And that he has caused the said tract of land to be laid out in lots, blocks, streets and alleys as shown by the above plat which shall be known as The Nesch Addition to the City of Pittsburg.

That the lots, streets and alleys are of the size and dimensions indicated thereon each of is marked in plain figures. That said streets and alleys are dedicated to the use of the public and the said lots are intended for sale.

In witness whereof, he has set his hand this 29th day of December, A.D. 1915.

Henry R. Nesch.

State of Kansas } s.s.
Crawford County }

Be it remembered, That on this 29th day of December, A.D. 1915 before me a notary public within and for said county and state personally appeared Henry R. Nesch, personally known to me to be the person who executed the above and foregoing certificate and to be the owner of the above described tract of land and duly acknowledged the execution of said certificate.

In witness whereof, I have hereunto set my hand and affixed my official seal the and herebefore written.

Edgar C. Webber.

My Commission expires Oct. 23rd 1917.



DEPARTMENT OF PUBLIC WORKS

201 West 4th Street · Pittsburg KS
66762

(620) 231-4170

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Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: TROY GRAHAM
Director of Planning and Community Services

DATE: April 1, 2014

SUBJECT: Agenda Item – April 8, 2014
Recommendation of the Planning and Zoning Commission
Request for a Conditional Use to Allow a Communications Tower Over
50 Feet High to be Located at 410 E. Quincy

The Planning and Zoning Commission, in its meeting of March 24, 2014, considered a request submitted by the City of Pittsburg in conjunction with AT&T for a Conditional Use under the provisions of Article 30 of the Pittsburg Zoning Ordinance to allow a communications tower over 50 feet high to be constructed at 410 E. Quincy. A Conditional Use will be required for this tower due to the height of the tower being over 50 feet high.

The following criteria are considered when a change of zoning case is heard. Although these criteria are not required when considering a Conditional Use, they are used as a guide.

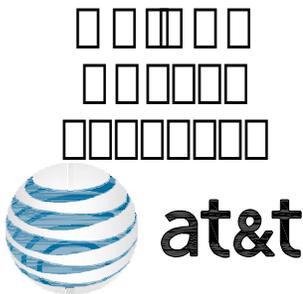
1. Character of the neighborhood. This is a City owned and maintained cemetery.
2. Zoning and uses of nearby properties. The area currently is zoned RP-3 Planned Medium Density Residential, but the land is used as a cemetery. Areas around the proposed site are zoned multi-family and some areas are university property.
3. Suitability of the subject property for the uses to which it is being considered. This property has been City-owned and used as a cemetery for many years.

MEMO TO: DARON HALL
APRIL 1, 2014
PAGE TWO

4. Length of time the subject property has remained vacant as zoned. The subject property currently houses a cemetery; however, this area is not platted for gravesites.
5. The extent to which removal of the restrictions will detrimentally affect the nearby property. The request will not change the existing use.
6. Relative gain to public health, safety, & welfare. Installation of the tower will provide communications in the area, which is currently not available or severely overloaded when events are present at the University.
7. Conformance to Master Plan. Not applicable.

After reviewing all the evidence presented, the Planning and Zoning Commission voted 4 to 1 to recommend to the Governing Body **APPROVAL** of this request. In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, April 8, 2014. Action necessary will be for the Governing Body to consider the recommendation of the Planning and Zoning Commission and, if they are in agreement with the recommendation as provided, approve the request. If the Governing Body is not in agreement with the recommendation as provided, the State Statutes stipulate that the Governing Body, by a simple majority, may deny the request or send it back to the Planning and Zoning Commission for further consideration.

If you have any questions or require additional information, please do not hesitate to contact me.



2003 INTERNATIONAL BUILDING CODE OR ADOPTED CODE
 2008 NATIONAL ELECTRIC CODE OR ADOPTED CODE
 TA/EA-222-F OR ADOPTED CODE

THE PROJECT CONSISTS OF THE INSTALLATION AND OPERATION OF ANTENNAS AND ASSOCIATED EQUIPMENT CABINETS FOR AT&T'S WIRELESS TELECOMMUNICATIONS NETWORK.

PROPERTY OWNER: CITY OF PITTSBURG
 201 WEST 4TH STREET
 PITTSBURG, KS 66702

TOWER OWNER: NA

SITE CONTACT: JOHN BAILEY
 (602) 230-5677

COUNTY: CRAWFORD

LATITUDE (NAD 83): 37° 23' 45.798" N
 37.396050

LONGITUDE (NAD 83): 94° 41' 56.059" W
 -94.698903

ZONING JURISDICTION: CITY OF PITTSBURG

ZONING DISTRICT: RP-3 RESIDENTIAL PLANNED

PARCEL #: 2013 EXEMPT

OCCUPANCY GROUP: U

CONSTRUCTION TYPE: V-B

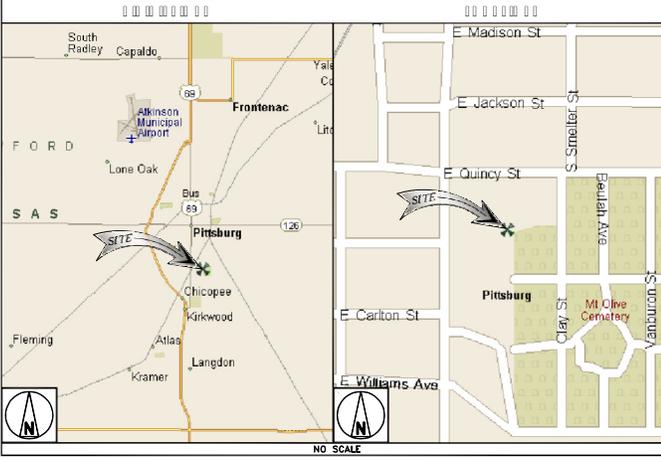
POWER COMPANY: WESTAR

TELEPHONE COMPANY: CENTURY LINK

CONSTRUCTION MANAGER: JOSEPH SUTTON
 (636) 536-5839

SITE ACQUISITION MANAGER: WAYNE MEDLIN
 (913) 458-1678

RF ENGINEER: SEAN WYROCK
 (913) 383-4355



THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. A TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR EFFECT ON DRAINAGE, NO SANITARY SEWER SERVICE, POTABLE WATER, OR TRASH DISPOSAL IS REQUIRED AND NO COMMERCIAL SIGNAGE IS PROPOSED.

SHEET NO.	SHEET TITLE
T-1	TITLE SHEET
C-1	OVERALL SITE PLAN
C-1.1	ENLARGED SITE PLAN
C-1.2	SITE PLAN
C-2	ELEVATION
L-1	LANDSCAPING PLAN

PROJECT NO: 122041
 DRAWN BY: PJG
 CHECKED BY: GJS

PRELIMINARY

QUINCY
 KS4486
 402 EAST QUINCY STREET
 PITTSBURG, KS 66762
 NSB

SHEET TITLE
 TITLE SHEET

SHEET NUMBER
 84

ENGINEER: BLACK & VEATCH CORPORATION
 10950 GRANDVIEW DRIVE
 OVERLAND PARK, KS 66210

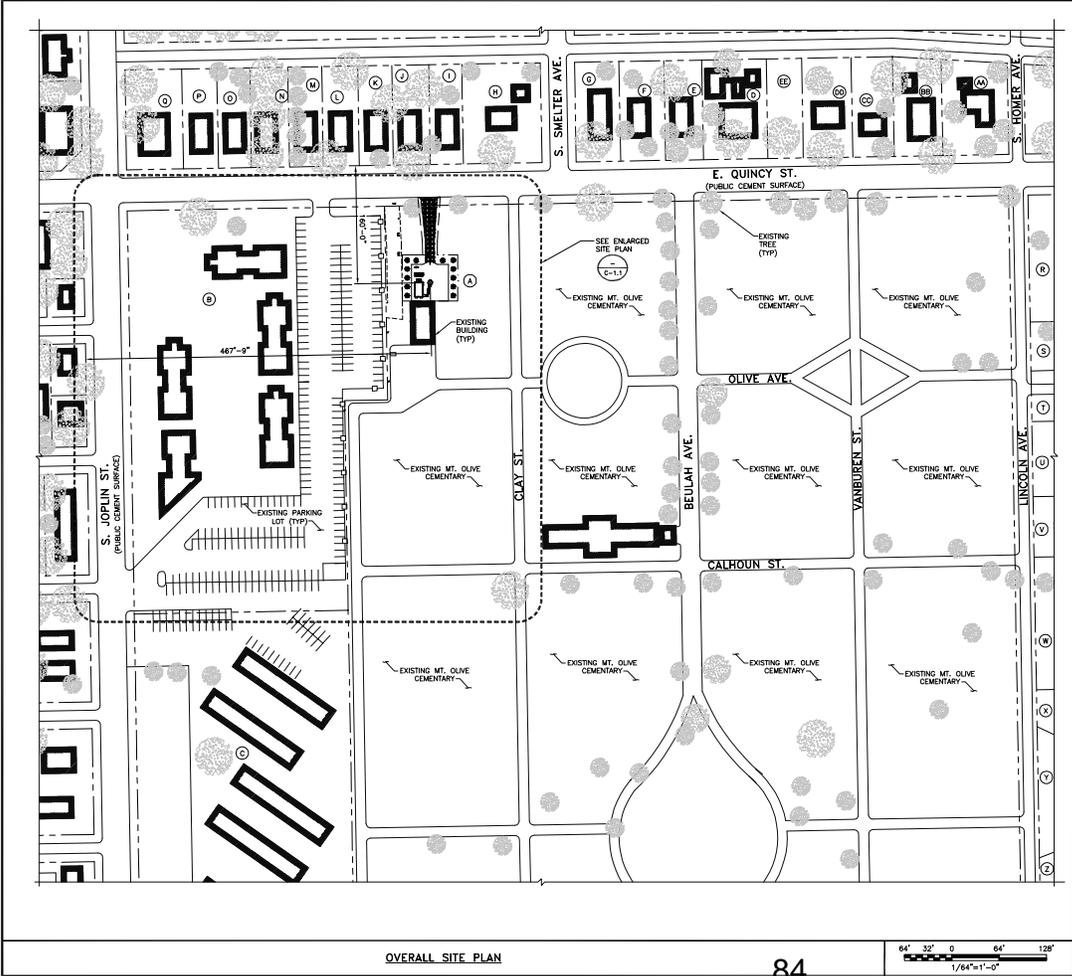
CONTACT: GREGORY SCHMIDT
 PHONE: (913) 458-3263

DIRECTIONS FROM NEAREST MAJOR INTERSECTION:
 FROM US-69 & W. QUINCY/E. QUINCY ST. EXIT, TURN EAST ONTO W. QUINCY/E. QUINCY ST. SITE IS AT MT. OLIVE CEMETERY ON SOUTH SIDE OF E. QUINCY ST.

CONTRACTOR SHALL VERIFY ALL PLANS & EXISTING DIMENSIONS & CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME



48 HOURS BEFORE YOU DO



- CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
- CONTRACTOR SHALL MAINTAIN A 10'-0" MINIMUM SEPARATION BETWEEN THE PROPOSED LTE GPS ANTENNA AND TRANSMITTING ANTENNAS.
- PROPERTY LINES ARE APPROXIMATIONS ONLY.
- ANTENNAS & MOUNTS OMITTED FOR CLARITY.

NOTES

ID	PARCEL #	ZONING DIST.
A	0192093202001001000	COMMERCIAL (EXEMPT)
B	0192093202001002000	COMMERCIAL (EXEMPT)
C	0192093202000001000	COMMERCIAL (EXEMPT)
D	0192092903041014000	RESIDENTIAL
E	0192092903041013000	RESIDENTIAL
F	0192092903041012000	RESIDENTIAL
G	0192092903041011000	RESIDENTIAL
H	0192092903040019000	RESIDENTIAL
I	0192092903040018000	RESIDENTIAL
J	0192092903040017000	RESIDENTIAL
K	0192092903040016000	RESIDENTIAL
L	0192092903040015000	RESIDENTIAL
M	0192092903040014000	RESIDENTIAL
N	019209290304001300A	RESIDENTIAL
O	0192092903040013000	RESIDENTIAL
P	0192092903040012000	RESIDENTIAL
Q	0192092903040011000	RESIDENTIAL
R	0192093201005004000	VACANT
S	0192093201005006000	VACANT
T	0192093201005008000	RESIDENTIAL
U	0192093201005009000	RESIDENTIAL
V	0192093201005010000	RESIDENTIAL
W	0192093201005011000	RESIDENTIAL
X	0192093201005013000	RESIDENTIAL
Y	0192093201005014000	RESIDENTIAL
Z	0192093201005015000	RESIDENTIAL
AA	0192092903041019000	RESIDENTIAL
BB	0192092903041018000	RESIDENTIAL
CC	0192092903041017000	RESIDENTIAL
DD	0192092903041016000	RESIDENTIAL
EE	0192092903041015000	RESIDENTIAL



PROJECT NO: 122041
 DRAWN BY: PJG
 CHECKED BY: GJS

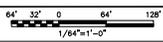
PRELIMINARY

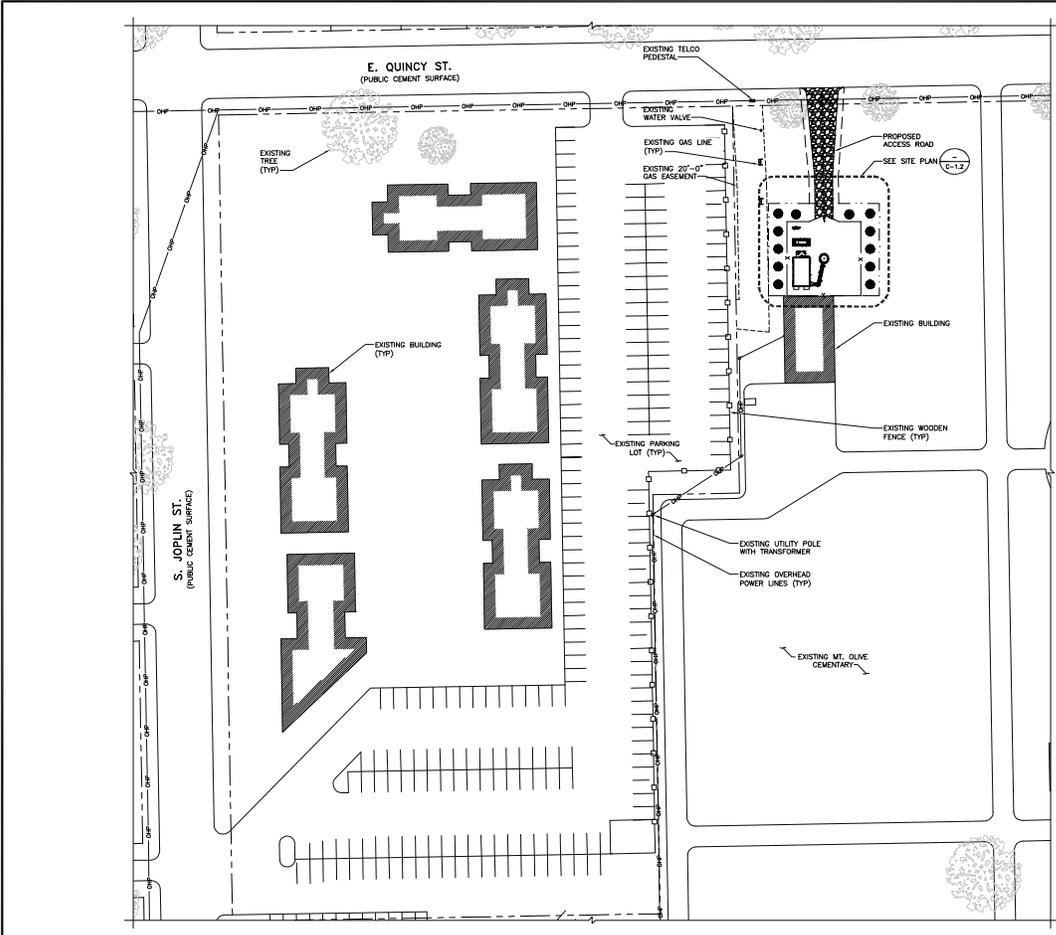
QUINCY
 KS4486
 402 EAST QUINCY STREET
 PITTSBURG, KS 66762
 NSB

SHEET TITLE
 OVERALL SITE PLAN

SHEET NUMBER
 84

FENCE	---	x	x	x	x
LEASE AREA	---				
ICE BRIDGE	---				
OVERHEAD POWER	---	OMP	OMP	OMP	OMP
UNDERGROUND POWER	---	UGP	UGP	UGP	UGP
OVERHEAD UTILITIES	---	OHU	OHU	OHU	OHU
UNDERGROUND TELCO	---	UGT	UGT	UGT	UGT





ENLARGED SITE PLAN

1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. CONTRACTOR SHALL MAINTAIN A 10'-0" MINIMUM SEPARATION BETWEEN THE PROPOSED GPS ANTENNA AND TRANSMITTING ANTENNAS.
3. PROPERTY LINES ARE APPROXIMATIONS ONLY.
4. ANTENNAS & MOUNTS OMITTED FOR CLARITY.

NOTES

7801 FARLEY
OVERLAND PARK, KS 66204

10350 GRANDVIEW DRIVE
OVERLAND PARK, KANSAS 66210
(913) 288-2000

PROJECT NO: 122041
DRAWN BY: FJG
CHECKED BY: GJS

REV	DATE	DESCRIPTION
B	02/20/14	REVISED SITE LOCATION
A	01/20/14	ISSUED FOR REVIEW

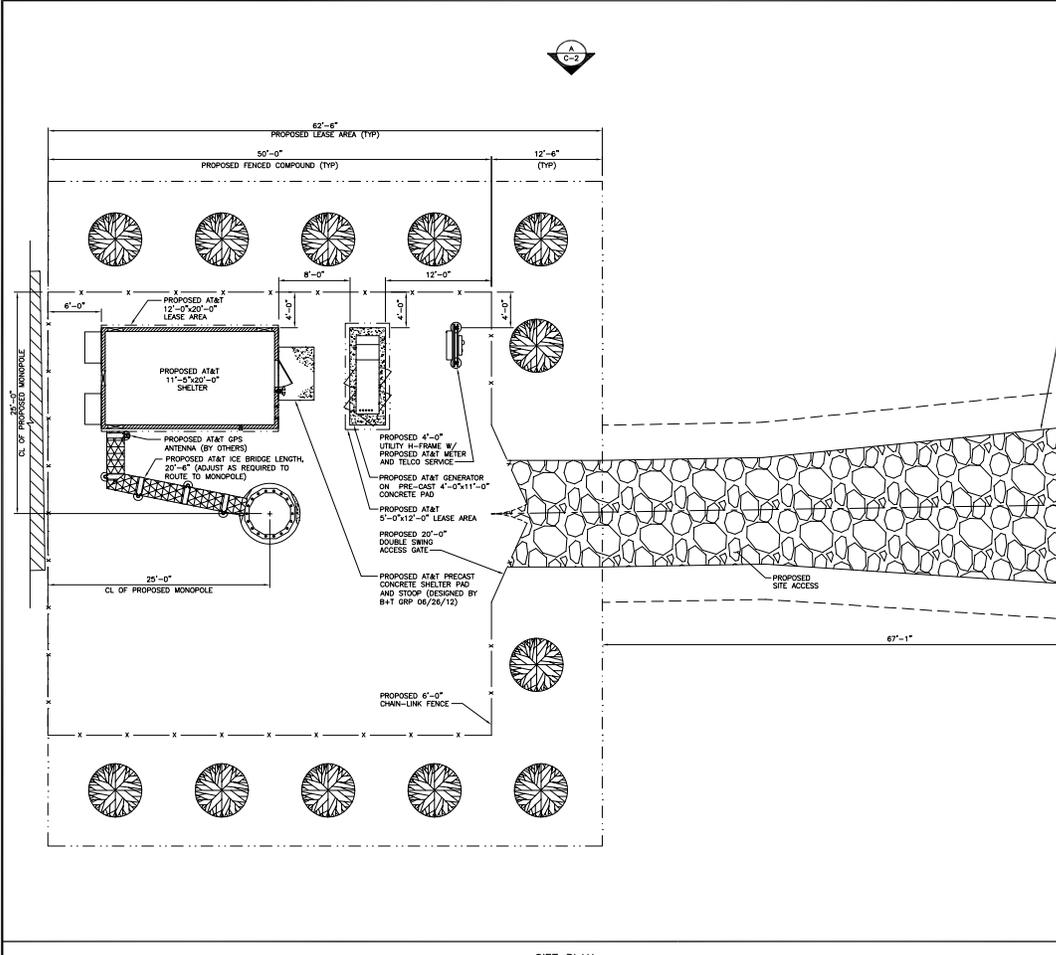
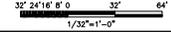
PRELIMINARY

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QUINCY
KS4486
402 EAST QUINCY STREET
PITTSBURG, KS 66762
NSB

SHEET TITLE
ENLARGED SITE PLAN

SHEET NUMBER



SITE PLAN

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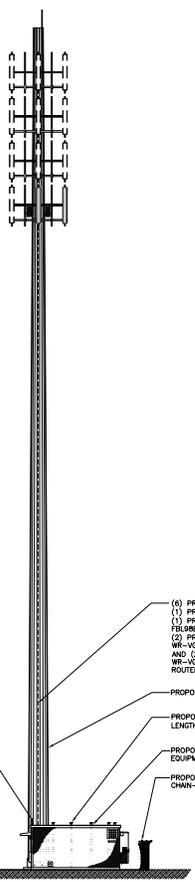
SHEET TITLE
SITE PLAN

SHEET NUMBER



- PROPOSED LIGHTNING ROD
TIP EL. 194' ± AGL
- PROPOSED MONOPOLE
TOWER HEIGHT EL. 190' AGL
- FUTURE ANTENNA LOCATION
CL. EL. 180' AGL
- FUTURE ANTENNA LOCATION
CL. EL. 170' AGL
- FUTURE ANTENNA LOCATION
CL. EL. 160' AGL

- (1) PROPOSED AT&T PLATFORM MOUNT
- (2) PROPOSED AT&T MWTS ANTENNAS
- (3) PROPOSED AT&T LITE ANTENNAS
- (3) PROPOSED AT&T LITE ANTENNAS
- (3) PROPOSED AT&T 700 RRHS
- (3) FUTURE AT&T 700 RRHS
- (3) FUTURE AT&T WCS RRHS
- (1) PROPOSED RAINCAP SURGE PROTECTION UNIT
- (1) FUTURE RAINCAP SURGE PROTECTION UNIT
- CL. EL. 150' AGL



- (6) PROPOSED AT&T 1 5/8" COAX
- (1) PROPOSED 3/8" RET. CABLE
- (1) PROPOSED 3/8" ROSENBERGER FIBER-OPT. FIBER TRUNK CABLE
- (2) PROPOSED 3/4" ROSENBERGER WE-NORST DC POWER TRUNK CABLES
- AND (2) FUTURE 3/4" ROSENBERGER WE-NORST DC POWER TRUNK CABLES ROUTED INSIDE PROPOSED MONOPOLE
- PROPOSED MONOPOLE
- PROPOSED AT&T ICE BRIDGE
LENGTH: 20'-4"
- PROPOSED AT&T EQUIPMENT SHELTER
- PROPOSED 6'-0" CHAIN-LINK FENCE
- PROPOSED AT&T GPS ANTENNA BY OTHERS (TO BE PLACED 10' MINIMUM FROM ANY EXISTING ANTENNA)
- PROPOSED AT&T GENERATOR ON CONCRETE PAD
- PROPOSED 4'-0" UTILITY H-FRAME W/ PROPOSED AT&T METER AND TELCO SERVICE
- PROPOSED LANDSCAPING (TYP)

PROPOSED ELEVATION
SEE DRAWING C-1.2

NOTES:

- FENCE NOT ENTIRELY SHOWN FOR CLARITY.
- CONTRACTOR SHALL MAINTAIN A 10'-0" MINIMUM SEPARATION BETWEEN THE PROPOSED LTE GPS ANTENNA AND TRANSMITTING ANTENNAS.
- THE PROPOSED TOWER IS CURRENTLY BEING ANALYZED BY OTHERS TO DETERMINE ITS STRUCTURAL CAPACITY TO CARRY THE PROPOSED NEW COAX AND ANTENNAS. THESE DRAWINGS HAVE BEEN CREATED BASED ON THE ASSUMPTION THAT THE STRUCTURAL ANALYSIS WILL SHOW THAT THE TOWER HAS SUFFICIENT CAPACITY TO SUPPORT THE PROPOSED NEW LOADS. INSTALLATION OF THE COAX AND ANTENNAS SHALL NOT COMMENCE UNTIL AN APPROVED STRUCTURAL ANALYSIS HAS BEEN RECEIVED BY THE OWNER OR AT&T AND HAS BEEN REVIEWED BY BLACK & VEATCH. CONTRACTOR SHALL REFERENCE THE TOWER STRUCTURAL ANALYSIS/DESIGN DRAWINGS FOR DIRECTIONS ON CABLE DISTRIBUTION/ROUTING.



7801 FARLEY
OVERLAND PARK, KS 66204



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OVERLAND PARK, KANSAS 66210
(913) 458-2000

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KS4486
402 EAST QUINCY STREET
PITTSBURG, KS 66762
NSB

SHEET TITLE
ELEVATIONS

SHEET NUMBER
00

BOTANICAL NAME	COMMON NAME	QTY	SIZE	SPACING	SPECIFICATIONS
EVERGREEN TREES	JUNIPERUS CHINENSIS 'KETELEKI'	12	3-0 GAL	AS SHOWN ON PLAN	CONTAINERIZED, MIN 6' IN HEIGHT

PLANTING NOTES

- ALL PLANTS MUST BE HEALTHY, VIGOROUS MATERIAL, FREE OF PEST AND DISEASE.
- ALL PLANTS MUST BE CONTAINER-GROWN OR BALLED AND BURLAPPED AS SPECIFIED.
- ALL PLANTS ARE SUBJECT TO THE APPROVAL OF THE OWNER'S REPRESENTATIVE BEFORE, DURING AND AFTER INSTALLATION.
- ALL PLANTS AND PLANTING AREAS MUST BE COMPLETELY MULCHED AS SPECIFIED.
- PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND SHALL AVOID DAMAGE TO ALL UTILITIES DURING COURSE OF WORK. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ALL DAMAGE TO UTILITIES.
- THE CONTRACTOR IS RESPONSIBLE FOR FULLY MAINTAINING ALL PLANTING AREAS (INCLUDING, BUT NOT LIMITED TO: WATERING, SPRINKLING, MULCHING, FERTILIZATION, ETC) UNTIL THE WORK IS FULLY ACCEPTED.
- THE CONTRACTOR SHALL COMPLETELY GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF (1) ONE YEAR BEGINNING AT THE DATE OF TOTAL ACCEPTANCE. THE CONTRACTOR SHALL PROMPTLY MAKE ALL REPLACEMENTS BEFORE OR AT THE END OF THE GUARANTEED PERIOD.
- THE OWNER'S REPRESENTATIVE WILL APPROVE THE STAKED LOCATION OF ALL PLANT MATERIAL PRIOR TO INSTALLATION.
- AFTER BEING DUG AT THE NURSERY SOURCE, ALL TREES IN LEAF SHALL BE ACCUMULATED FOR TWO (2) WEEKS UNDER A MIST SYSTEM PRIOR TO INSTALLATION.
- ANY PLANT MATERIAL THAT DIES, TURNS BROWN OR DEFOLIATES (PRIOR TO TOTAL ACCEPTANCE OF THE WORK) SHALL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED WITH MATERIAL OF THE SAME SPECIES, QUANTITY, SIZE AND MEETING ALL SPECIFICATIONS.
- STANDARDS SET FORTH IN "AMERICAN STANDARD FOR NURSERY STOCK" LATEST EDITION REPRESENTS GUIDELINE SPECIFICATIONS ONLY AND SHALL CONSTITUTE MINIMUM QUALITY REQUIREMENTS FOR PLANT MATERIAL.
- ALL REQUIRED TREE PROTECTION MEASURES SHALL BE INSTALLED PRIOR TO GRADING OR EXCAVATING.
- UNDISTURBED BUFFERS SHALL BE REPLANTED TO BUFFER STANDARDS UNLESS SPARSELY VEGETATED OR HEAVILY DISTURBED AT APPROVED UTILITY CROSSINGS. REPLANTING IS SUBJECT COUNTY AND/OR STATE APPROVAL.
- LANDLORD TO APPROVE TYPE OF SHRUBBERY PRIOR TO INSTALLATION.

PLANT SCHEDULE

NOTES



7801 FARLEY
OVERLAND PARK, KS 66204



10350 GRANDVIEW DRIVE
OVERLAND PARK, KANSAS 66210
(913) 458-2000

PROJECT NO: 122041
DRAWN BY: FJG
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REV	DATE	DESCRIPTION

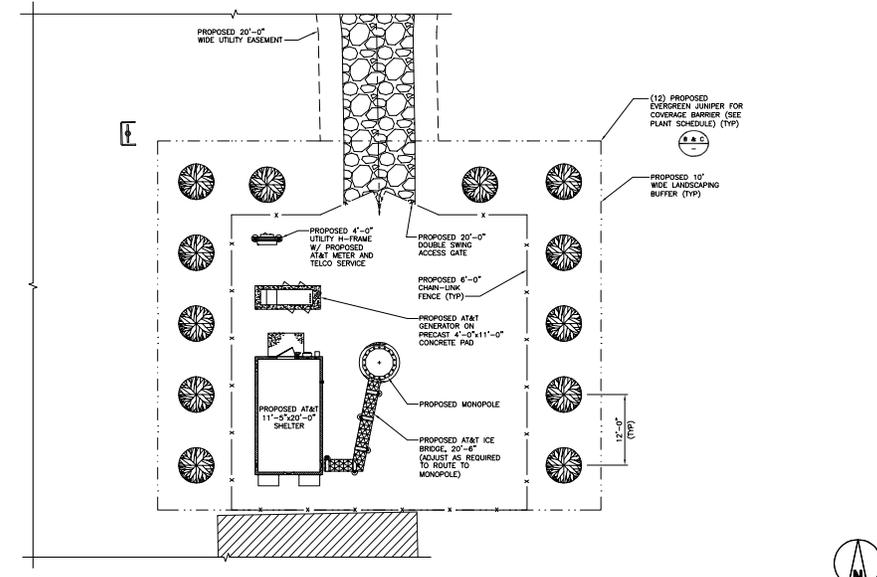
PRELIMINARY

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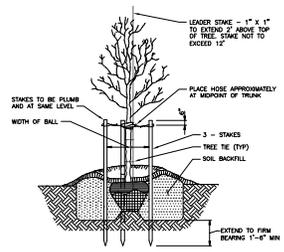
QUINCY
KS4486
402 EAST QUINCY STREET
PITTSBURG, KS 66762
NSB

SHEET TITLE
LANDSCAPING PLAN

SHEET NUMBER
00

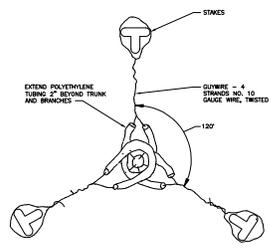


LANDSCAPING PLAN



PLANTING DETAIL

NO SCALE



STAKING PLAN

NO SCALE



INTEROFFICE MEMORANDUM

To: DARON HALL, TAMMY NAGEL
From: LACIE COTTRELL
CC: TROY GRAHAM
Date: APRIL 02, 2014
Subject: *AGENDA ITEM: HOUSING NEEDS ASSESSMENT UPDATE
CONSULTANT SELECTION FOR THE CITY OF PITTSBURG*

The City of Pittsburg has requested and received Request for Proposals for an update to the City's 2008 Housing Needs Assessment. The objective for this engagement is to have an update of the current demographic, economic, and housing profile, for the purpose of formulating the City's housing and development strategy. The housing assessment update will also focus on program development and incentive strategies to meet the housing needs of our community. Of the forty Request for Proposals sent out by the City, four proposals were received by February 14th, 2014. Of the proposals submitted, one consulting firm was brought in for a more thorough interview. Three references for the consulting firm were also contacted and provided interviews which substantiated the quality and depth of work as presented through the firm's formal proposal to the City.

The City recommends hiring Novogradac & Company LLP out of Overland Park, Kansas to conduct the update to the City's 2008 Housing Needs Assessment. Of the four proposals received by the City, Novogradac & Company LLP stood out by comparison in preparing an in-depth, comprehensive and cost effective proposal. Novogradac & Company LLP is a nationally certified public accounting and consulting firm that specializes in housing, and community and economic development; with extensive experience providing housing market analysis, land use valuations, and other large scale services for a variety of municipalities and other agencies.

The City believes Novogradac and Company LLP retains the experience and expertise to successfully address our overall housing strategy and objectives. The consultant fees include the total fee for the initial assessment report, travel expenses for the fieldwork to be conducted, and includes the presentation of findings to City officials; in the amount of \$18,500.

Please place this item on the agenda for the City Commission's review and approval for the Mayor to sign the necessary contract.

March 28, 2014

Lacie Cottrell
Community Development Specialist
City Of Pittsburg
Community Development & Housing Office
603 N. Pine
P.O. Box 688
Pittsburg, KS 66762

Via Email: lacie.cottrell@pittks.org

RE: Housing Needs Assessment Formal Proposal

Dear Ms. Cottrell:

We are pleased to confirm our understanding of the services we are to provide for the City of Pittsburg (hereinafter, “Client, City, you or your”). If you agree with the terms set out herein, please indicate your acceptance by signing and dating in the countersignature area below and returning the signed engagement letter to us. Please be advised that we are unable to begin work on the proposed engagement unless and until this letter agreement has been mutually executed by persons authorized to bind Novogradac & Company LLP and you.

Background

Client is seeking to engage Novogradac & Company LLP (hereinafter “Novogradac, us, or we”) to conduct a housing needs assessment, consistent with the Request for Proposal (“RFP”) issued for procurement of services. A copy of the original RFP is included as Addendum #1 to this proposal, along with Novogradac’s original response, which is identified as Addendum #2.

Objective and Purpose

The objective of this engagement will be to provide a housing needs assessment report for the Client that will be utilized in order to focus the City’s housing and development strategy, and to provide recommendations for the City moving forward. The report will meet the requirements of the client.

Scope of Work

The report will meet the requirements specifically of the client and as outlined in the RFP (see Addendum #1), including but not limited to the following:

Executive Summary

- Summarize the most pertinent findings from the Analysis, in terms of demographic, economic, and supply indications. Essentially, a snapshot of the current Housing Profile.
- Summarize potential opportunities for development, including Novogradac’s recommendations.

- Summarize financing tools and other funding options, including an analysis of which types of funding “pair” well with different types of development opportunities.
- Provide an “at a glance” snapshot of the most pertinent information included within the Analysis.

Demographic Characteristics

- A variety of demographic indications will be presented, both for Pittsburg itself and by specific geography, if deemed necessary by the Client. These could include a breakdown by neighborhood and/or specific areas versus the balance of the city, or more specific breakdown by Census tract or block group.
- Demographic indications will be presented for prior census years and projecting forward to present and several years forward. This will allow us to analyze historic trends and projections moving forward.
- Novogradac has the unique advantage of an in-house GIS team. This team utilizes data from the U.S. Census, U.S. Bureau of Labor Statistics, and proprietary data sources, such as ESRI and HISTA, among others, in order to tabulate relevant demographic and economic indicators for any geography, including custom areas, throughout the nation. This further enhances our ability to provide meaningful and detailed demographic data to The City.
- This information will be utilized, along with other factors, to determine immediate and long-term housing needs for the community.

Economic Analysis

- A variety of data sources, including both published information and the results of interviews with local stakeholders, will be compiled in order to complete this portion of the report.
- Published sources that will be consulted include the Bureau of Labor Statistics, local, regional, and/or state economic development agencies’ publications, information compiled by the local Chamber, proprietary data sources as previously indicated, and local newspapers, among others.
- Interviews will be conducted with a variety of local officials in order to obtain information regarding recent or proposed changes to the local economy, and local insight regarding potential growth opportunities (or any causes for concern with the local market).
- Data points that will be of particular interest include employment trends and unemployment rates, typical wages by occupation, commuting patterns, industry employment concentrations, current and historical major employers, and economic expansions and contractions.
- Interviews with local major employers will also be conducted as part of this economic analysis; it is assumed that the Client will help facilitate interviews with some of these local stakeholders. These will be conducted in order to determine the housing needs of local workers, given the type of jobs and wage rates within the community. Of particular interest in this section will be the impact that Pittsburg State University has on the local market.

Housing Supply Characteristics

- This section of the Analysis will be broad in scope yet a high level of detail will be presented. Both specific data points (such as a survey of an individual apartment

complex) and broad market overview data (such as a market-wide analysis of rent trends in The City over the past several quarters) will be included.

- There are a myriad of sources that will be employed in order to complete this portion of the analysis. First, rental data will be collected via primary interviews with managers of individual apartment complexes within the market. Novogradac is in a unique position to accomplish this task efficiently, through the use of our proprietary CompsMART+® database, discussed in greater detail in a following section of this report. This data allows us to easily input information on individual apartment complexes throughout the nation, while also furnishing trend data over time based upon prior surveys. This is an invaluable resource that sets us apart from our competition.
- Secondly, published data will be consulted in order to obtain data on foreclosures, home values, and overall condition of owner-occupied stock. The impact of the recent mortgage crisis will be considered within the context of existing and proposed housing supply.
- Third, various reports will be consulted in order to obtain information on the Pittsburg housing market – these reports could include those published by local real estate professionals and REIS (if applicable).
- Finally, Novogradac will conduct a thorough site visit of the market – this visit will include inspection of the existing housing stock. Photographs compiled during our visit will be incorporated into the final report document. Also, interviews will be conducted with various local stakeholders – any that cannot be conducted over the phone will be followed up in person while in the field. These interviews will include those with various local officials and employees, City Council members, and business owners.
- This information will form the backbone of the requested Housing Profile of the City.

Future Housing Needs

- This section will include a reconciliation of the information obtained in the aforementioned sections of the Analysis. Current challenges in the local market will be identified here, as well as possible solutions and opportunities.
- Of particular importance here will be any particular barriers to future development and/or challenges that have continued to arise.
- Recommendations for The City will also be touched upon in this section of the Analysis.

Housing Resources

- Based upon the challenges and opportunities identified, Novogradac will analyze the various housing resources available to The City. Given Novogradac's experience in all aspects of the affordable housing industry, we are able to provide a succinct but comprehensive overview of funding sources that would be available to a variety of types of users.
- The Client has indicated that certain types of development be investigated, including both feasibility and a “pairing up” of related financing options and incentives. These particular types of development include but are not limited to: infill housing, downtown reinvestment, new housing/subdivision development, and more generally, housing and neighborhood revitalization.
- Also of importance to The Client is research and possible recommendations regarding the creation of a City land bank. That potential opportunity will also be considered and examined in this portion of the Analysis.

- Analysis of Kansas statute as it relates to the abandonment of property will also be researched and contemplated as part of this section of the Analysis, at the specific request of the Client.

Strategies and Recommendations

- Based upon an analysis of housing needs and available resources, Novogradac will identify areas where redevelopment and housing efforts should be focused.
- As part of these recommendations, Novogradac will highlight which particular resources would be of benefit to The City.
- These recommendations will include the outline of a strategic plan framework for The City.
- It is our understanding that these strategies and recommendations, as outlined in the assessment, will be utilized as a future framework when developers are seeking potential opportunities in the City.

Summary and Conclusions

- All previous components of the Analysis will be considered and summarized within this final section of the Analysis. In addition, any and all recommendations in light of our Analysis will be presented here.

The final deliverable to the Client will be a completed narrative Housing Needs Assessment, per the previous Scope of Work. Additionally, at the Client's request and based upon a mutually agreed upon time, we will conduct a brief presentation of our findings to City officials, and will be available to answer questions.

All opinions will be unbiased and objective with regard to our analyses and conclusions.

The engagement described herein does not constitute any form attestation engagement, such as an audit, compilation or review. Novogradac will therefore not issue any independent accountants' reports, findings, or other work product including a compilation, review, or audit report, on any financial statements or other materials in connection with this engagement. Because the engagement described herein does not constitute an audit or examination, we will not express an independent accountant's attestation opinion on the work product. In addition, we have no obligation to perform any procedures beyond those listed in the attached schedule.

You are responsible for establishing and maintaining effective internal controls. You are also responsible for making all management decisions and performing all management functions, for designating an individual with suitable skill, knowledge, or experience to oversee any nonattest services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

Additionally, our fieldwork and conclusions are based upon interviews and representations of municipalities and government offices. We do not warrant the accuracy of the information that these organizations provide. We assume it to be correct and accurate. If, for some reason, we believe there is a likelihood of an inaccuracy we will highlight our belief in the final document. It should be noted that some of the information provided may be used in our organization's database.

Professional Fees

Based on an evaluation of the scope of work, the total fee for the initial assessment report will be \$18,500, inclusive of travel expenses.

This fee includes travel expenses related to one visit to Pittsburg in order to conduct fieldwork and other analysis “on site,” along with one visit to present our findings to City officials, if the Client so desires. Any additional travel or expenses are considered to be outside the quoted fee and will need to be negotiated separately.

If we are made aware of significant project changes after we have completed our report, modifications will be billed based upon the firm’s hourly rates. Additional billable work will not occur without your prior written approval.

Any consulting services outside of the scope of this engagement will be billed in addition to the fees for this engagement. Our fees for these services will be based on our hourly rates in effect at the time the services are provided for the personnel providing the services.

Partner:	\$290
Principal:	\$200
Manager:	\$150 - \$180
Analyst:	\$105-\$130
Research Staff	\$75 - \$95

Timing and Retainer

Upon signature of this engagement letter, we are prepared to start work immediately and the report will be delivered within 60 days of receipt of this signed engagement letter. The timing is contingent on you furnishing us with the retainer described in the following paragraph, and all pertinent project information in a timely manner.

A retainer of \$9,250 will be required within one week of the execution of this engagement letter, and the balance will be due upon completion.

Should the engagement be cancelled prior to completion and/or delivery of the report, the fee will be billed at the greater of 60 percent of the fee, or hourly billing incurred plus travel expenses.

To expedite payment and avoid any delays in the release of work product, we recommend that you utilize the Automated Clearing House (ACH) to remit retainer and payment. Our ACH details are as follows:

ABS/Routing Number (US Bank): 121122676
Checking Account Number: 153492594053

The following delivery options are also available:

U.S. Mail Address:

Accounts Receivable
Novogradac & Company LLP
P.O. Box 7833
San Francisco, CA 94120-7833

Physical & Delivery Address:

Accounts Receivable
Novogradac & Company LLP
246 First Street, 5th Floor
San Francisco, CA 94105

*Identify remittance as: City of Pittsburg – Housing Needs Assessment Retainer

Invoicing and Payments

Our invoice will be rendered at the completion of the project and is payable upon presentation. After 30 days, a late charge will be imposed on unpaid fees at a rate of 10% per annum, assessed monthly based on 0.83% of the account's balance of past due invoices. Work may be suspended if your account is not paid and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment or because our professional standards require disengagement, our engagement will be deemed to have been completed upon notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended, including time spent consulting with legal and professional counsel regarding the potential need to withdraw from the engagement, and to reimburse us for all out-of-pocket expenditures through the date of termination.

Unless otherwise prohibited by law or regulation, the maximum amount of damages you may receive as a result of any determination that some or all of the services we performed under this and/or other mutual engagement letters between us and you, were deficient, or for breach of contract, nonfeasance or negligence, shall be the fees paid to us for the disputed services. Similarly, the maximum amount of damages you can receive related to services you assert or believe we were required to perform, but which we did not perform, shall be the fees paid to us for said non-performed services. You and we agree that because of the difficulty of determining and/or quantifying damages for breach of this agreement or for our negligence, said amount shall constitute liquidated damages for any claims you may assert arising from or related to this agreement.

Aggregated and otherwise anonymous financial data are used by accounting professionals for a variety of benchmarking, valuation and other research-related purposes. For example, benchmark data for similar entities are used in performing analytical review procedures to help identify potential anomalies in clients' financial statements. We will not disclose owner and/or investor identities. By signing this letter agreement, you consent to the non-identifiable use of your financial data. If you do not wish to have your data used in this manner, please contact us rather than sign this letter agreement.

Any facsimile, Internet or other e-mail communication is tentative and preliminary and any work product is not final until received in signed form. As such, you agree not to act upon any information received in a facsimile, Internet or other e-mail communication until, and unless, you receive such information in signed form.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us so that we may begin work on this engagement, via email at rachel.denton@novoco.com or via fax at (913) 262-3501. If we do not receive this executed engagement letter in our office within 30 days of the date of this letter, our offer to perform these professional services is automatically withdrawn. If you have any questions regarding this proposal, please call me at (913) 262-3500.

Very truly yours,
Novogradac & Company LLP



Rebecca S. Arthur, MAI
Partner

RESPONSE:

This letter correctly sets forth our understanding. By signing below, I represent that I am authorized to bind the Client:

Accepted by:
City of Pittsburg, KS

By: _____

Title: _____

Date Signed: _____

ADDENDA

Addendum #1	2014 Housing Needs Assessment RFP
Addendum #2	Novogradac Response to the 2014 RFP



TO: Potential Consultant

FROM: Troy Graham, Director of Planning and Community Services

DATE: January 15, 2014

SUBJECT: Request for Proposal, City of Pittsburg Housing Needs Assessment Update

The City of Pittsburg is seeking qualified consultants for the purpose of conducting a Housing Needs Assessment Update. Attached is the Request for Proposal which includes guidelines for submittal to the City of Pittsburg.

If your firm is interested in being considered for this work, **you must respond by submitting your proposal no later than 4:00 PM on February 14, 2014.** Please refer to the RFP for any further clarification on submittal of proposal.

The selection committee will select a list of the most qualified firms for an interview. Those firms not selected will be notified by letter. A negotiating committee will review the qualifications of the firms and select one with which to begin negotiating a contract. (Note: The negotiating committee may desire to obtain additional information from the interested firms by personal or telephone interviews). After a proposal has been given approval, the remaining firms will be notified by letter. This proposal will be submitted to the City Commission for final approval and preparation of an agreement.

Please send responses to “**Attn: City of Pittsburg Housing Needs Assessment**” and addressed to:

Tammy Nagel
City Clerk
City of Pittsburg, Kansas
P.O. Box 688
Pittsburg, Kansas 66762

Sincerely,

Troy Graham
Director of Planning and Community Services



REQUEST FOR PROPOSAL



2014 HOUSING NEEDS ASSESSMENT UPDATE



DEPARTMENT OF PLANNING
AND COMMUNITY SERVICES

201 W. 4th Street · Pittsburg KS 66762

(620) 231-4170

www.pittks.org

REQUEST FOR PROPOSALS HOUSING NEEDS ASSESSMENT UPDATE

Purpose and Intent

The City of Pittsburg, KS (CITY) is located in Crawford County in Southeast Kansas. We are seeking proposals from qualified firms interested in performing an update to the existing 2008 Housing Needs Assessment, A Strategic Plan for Housing.

Introduction

Pittsburg is the largest city in Southeast Kansas, and a major manufacturing hub in the four-state region. It has a population of over twenty thousand permanent residents and over seven thousand student residents at Pittsburg State University (P.S.U.). The City is considered a regional center for education, healthcare and retail sales, and serves as the headquarters for several national-footprint corporations. Pittsburg was incorporated in 1880, and its early history was heavily influenced by mining and mining related activity. Pittsburg currently enjoys a broad economic base that includes businesses across the manufacturing, service, and retail sectors. As the regional healthcare hub, Pittsburg is home to two major medical complexes, both of which recently undertook millions of dollars in expansions. The city is also home to highly-regarded Pittsburg State University, which offers over a hundred academic programs.

Pittsburg is a professionally managed city with a Manager/Commission form of government where three of five Commissioners are elected on a rotating schedule every two years. The Mayor is selected among the Commissioners on a rotating basis and serves a one year term. Pittsburg is a full-service city providing police, fire, water, sewer, street and traffic, airport, and parks and recreation services to its citizens. It employed 331 positions in 2012 comprising 253 FTEs. The City has a stable, diverse and balanced revenue base drawing primarily on property, sales and franchise taxes, and intergovernmental and utility revenue.

History

The City of Pittsburg, Kansas currently has a wide mix of housing properties including both newly constructed and older houses and apartments. The City is looking at the potential growth of P.S.U. and the need for a better understanding of what needs to be included in a comprehensive housing plan. The City is looking for ways to encourage redevelopment of older housed neighborhoods and ways to create incentives in some areas for redevelopment. The study will need to analyze all types of housing including single-family, multi-family, student and work force within the City limits. The study also needs to look at current and proposed mixed use projects.

Objective

The objective to this Housing Needs Assessment is to provide a 5 year update to the study received in 2008. This new study will make recommendations for surveys to determine public perception and what items could help improve the current and future

housing stock in the city. These ideas and recommendations should be in line with the objectives that have been stated in the Imagine Pittsburgh 2030 initiative.

Scope of Service

The tangible result of the City of Pittsburgh Housing Needs Assessment will be a plan document that incorporates the elements described below.

Update of 2008 Report

- Update of all tables contained in 2008 report to include information through the year 2012 when possible.
- Update remaining tables to contain current data from 2010 Census Report.

Housing Supply

- Existing housing stock delineated by for sale and owner/occupied units. Each to further include:
 - Price of homes
 - Age and condition
 - Type of homes
 - Vacancy rates
 - Vacancy lengths
- Rental Units delineated by student and non-student. Each to further include:
 - Rent rates (rate range, rent appropriateness)
 - Age and condition
 - Type of homes
 - Vacancy rates
 - Vacancy lengths
- Analyze HUD housing- low and moderate income housing. each to further include:
 - Ratio- number of subsidized units
- Affordable housing – low and moderate income housing, senior/assisted living options
- Special needs housing
- Building permit history
 - Community's experience with new construction
 - Analyze impact of the City demolition program

Housing Demand and Neighborhood Characteristics

- Indicators of demand homes owner/occupied
 - Price of homes
 - Age and condition
 - Type of homes
 - Neighborhood amenities
 - Hiking and biking trails
 - Education
 - Cultural and social activities
 - Atmosphere of neighborhood
- Indicators of Demand Rentals
 - Rental rates
 - Age and condition
 - Type of homes
 - Neighborhood amenities

- Hiking and biking trails
- Education
- Cultural and social activities
- Atmosphere of neighborhood

Local Larger Employer Housing Needs

- What are the housing wants and needs of the largest employers in the City, which include but not limited to the following:
 - Pittsburg State University
 - Via Christi Hospital
 - Pittsburg U.S.D. #250
 - Walmart Supercenter
 - Pitt Plastics
 - Miller’s Inc.
 - Pitsco / Lego Education
 - Watco
- Revolving Loan Fund Recipients
 - Family Resource Center
 - Kendell Packaging
 - Masonite
 - Plastic Resource Group
 - Jake’s Fireworks
 - CDL
 - Pinamonti Wellness Center

City Housing Programs Assessment

- Review existing City housing programs
 - Relevant to current housing needs and demands
 - Relevant to future housing needs and demands
- Propose applicable housing programs
 - Relevant to future housing needs and demands

Summary

- Identified trends and recommendations.
- Identify 2008 report recommendations that were implemented and the results.
- Identify 2008 report recommendations that were not implemented and whether they are still being considered.
- Propose any addition activities that could improve the City’s housing stock.
- Propose a Strategic Plan to be Implemented

Review Documents and Records

The following documents are available for review upon request:

- City of Pittsburg, Kansas Housing Needs Assessment, A Strategic Plan for Housing October 3, 2008, Prepared by Phillips & Associates, Hart Freeland Roberts Inc.
- City records or pertinent housing information for use in preparation of this Housing Needs Assessment update.
- Imagine Pittsburg 2030 Initiative

Rating of Proposals

The criteria to be used to evaluate proposals shall include, but not be limited to, expertise, capacity, experience and personnel and may include the following:

- Bidder's general overview and approach in meeting the requirements of this RFP;
- Bidder's detailed approach and plans to perform the services required by the Scope of Services set forth in this RFP;
- Bidder's experience in successfully completing projects of a similar scope and size to that required by this RFP;
- Overall quality of response to RFP; and
- Firms experience with similar projects and the Project Team's past success.
- Any related projects that would indicate of the firm(s) ability to succeed at this initiative.
- Cost competitiveness and related expenditures.

The evaluation will be based upon the information provided to the City in response to this RFP and any necessary verification of such information provided thereof.

Proposal Submission

Submittals to include

- Narrative response to RFP
- Proposed timeline for study process
- Description of data collection methodology
- Brief statement of qualifications, including summary of key personnel who would be assigned to the project
- List of references for similar projects

Six (6) copies of the proposal [one (1) unbound, original; five (5) bound copies] along with an electronic copy in PDF format must be submitted marked "**CITY OF PITTSBURG HOUSING NEEDS ASSESSMENT**" and addressed to:

Tammy Nagel
City Clerk
City of Pittsburg, Kansas
P.O. Box 688
Pittsburg, Kansas 66762

Proposals must be received by February 14, 2014, at 4:00 p.m. Central Standard Time.

No faxed or email proposals will be accepted. Proposals received after the time and date listed above will not be considered.

The City will not be responsible for any expenses in the preparation and/or presentation of the proposals and oral interviews, if any, for the disclosure of any information or material received in connection with the solicitation, whether by negligence or otherwise.

The City reserves the right to request additional information, if necessary, or to request an interview with firm(s), or to reject any and all proposals with or without cause, and

waive any irregularities or infirmities in the proposals submitted. The City further reserves the right to make such investigations as it deems necessary as to the qualifications of any and all firms submitting proposals. In the event that all proposals are rejected, the City reserves the right to re-solicit proposals.

Responding firms may withdraw their proposals at any time prior to the final filing date and time, as indicated on the cover page of this RFP, by written notification signed by an authorized agent of the firm(s). The proposal may thereafter be resubmitted, but only up to the final filing date and time.

The responding firm assumes sole responsibility for the complete effort required in the RFP. No special consideration shall be given after proposals are opened because of a firm's failure to be knowledgeable about all requirements of this RFP. By submitting a proposal in response to this RFP, the firm represents that it has satisfied itself, from its own investigation, of all of the requirements of this RFP.

Documents and information submitted in response to this RFP shall become property of the City of Pittsburg and generally shall be available to the general public as required by applicable law, including the Kansas Open Public Records Act.

Questions and Answers

All questions regarding this RFP should be presented in writing to:

Troy Graham
Director of Planning and Community Services
City of Pittsburg, Kansas
P.O. Box 688
Pittsburg, Kansas 66762

All answers to questions posed will be posted on the City's website at <http://www.pittks.org> and through an addendum (if any) to this RFP made available to all potential bidders at the City's website.



**CITY OF PITTSBURG HOUSING NEEDS ASSESSMENT
Response to Request for Proposal**

Proposal Date: January 31, 2014

Prepared For

**Tammy Nagel
City Clerk
City of Pittsburg, Kansas
P.O. Box 688
Pittsburg, KS 66762**

Prepared By

**Novogradac & Company LLP
7227 Metcalf Avenue, Suite 250
Overland Park, KS 66204
(913) 262-3500**

January 31, 2014

Tammy Nagel
City Clerk
City of Pittsburg, Kansas
P.O. Box 688
Pittsburg, KS 66762

Subject: Response to Request for Proposal: 2014 Housing Needs Assessment Update

Dear Ms. Nagel:

We appreciate the opportunity to provide a proposal for the provision of a 2014 housing needs assessment update for the City of Pittsburg (hereinafter referred to as “The City”). The study will provide an analysis of the housing market, current and projected housing needs, and strategies and recommendations. Enclosed in this response you will find information regarding our firm, past experience, and our proposal for this specific engagement.

Novogradac & Company LLP (Novogradac) is a nationally certified public accounting and consulting firm that specializes in housing, and community and economic development. Standout services provided by the firm include our in-house Geographic Information Systems (GIS) and demographics group that is integrated into our market research and economic development activity. This integrated approach combined with the firm’s core focus will allow us to meet the scope of services outlined in the RFP in an efficient and effective manner.

We are enthusiastic about the opportunity to work with you. Ms. Rebecca S. Arthur, MAI and Ms. Rachel B. Denton (primary contact) will be available to answer any questions and address any concerns about the enclosed response package. Contact information is provided below.

Respectfully submitted,
Novogradac & Company LLP



Rebecca S. Arthur, MAI
Partner & Authorized Representative
(913) 262-3500 ext. 15
rebecca.arthur@novoco.com



Rachel Barnes Denton
Principal
(913) 262-3500 ext. 12
rachel.denton@novoco.com

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1.0 FIRM OVERVIEW

Novogradac & Company LLP is a national certified public accounting and consulting firm headquartered in San Francisco, Calif. with offices in metro Atlanta, Ga., Detroit, Mich., Kansas City, Mo., St. Louis, Mo., Seattle, Wash. and Washington, D.C.; as well as in Austin, Texas; Dover, Columbus and Cleveland, Ohio; Boston, Mass.; Portland, Ore.; New York, N.Y.; and Long Beach, Calif. The firm maintains clients in a broad range of industries with a major emphasis in the real estate sector, providing publicly and privately held national and multinational enterprises with a full spectrum of audit, tax, valuation, trust and litigation support and general consulting services.

Novogradac & Company LLP offers cost-effective audit, tax and consulting services to a variety of industries and clients, including nonprofits, government agencies, development and construction companies, real estate investment companies and securities firms. Examples of general consulting services include preparation of appraisals, market studies, financial forecasts, pro formas, business advisory consulting services, tax consulting and tax compliance assistance, risk management services, litigation trust fund services, cost segregation reports, defeasance transaction services and miscellaneous agreed-upon procedures reports. We take care to understand fully the nature of our clients' businesses and can provide tax and accounting advice as needed throughout the assignment.

The firm works extensively in the affordable housing, community development and renewable energy fields, providing tax, accounting, audit and valuation services to affordable housing projects. A snapshot of our services includes compiling financial forecasts used to support partnership agreements, preparing partnership returns and Schedules K-1 for investors, and performing financial statement audits. We also prepare tax credit applications, perform final cost certification audits and perform carryover allocation (10 percent test) audits as they relate to various state housing agency and IRS requirements. In addition, we provide valuation services such as market studies, feasibility analysis and appraisal services for fair market rate and affordable housing developments.

The firm's energy practice includes work involving renewable energy tax credits, specifically the production tax credit for wind and the investment tax credit for solar, providing consulting, tax, accounting and auditing to renewable energy projects. We serve a variety of participants in the renewable energy industry, including developers, investors and installers, providing them with services such as compiling financial forecasts used to support partnership agreements, preparing partnership returns and Schedules K-1 for investors, and performing financial statement audits. We also perform final cost certification audits in connection with various investor requirements.

Novogradac & Company LLP is a proven leader in the New Markets Tax Credit program, a significant public and private partnership created to encourage investors to make investments in distressed communities and promote economic improvement through the development of successful businesses in these communities. We offer consulting and tax services for NMTC investors, for-profit and nonprofit developers, community development entities (CDEs), accountants, government agencies and others whose goal is to create successful strategies for the building and revitalization of thriving communities. Our tax and accounting professionals can help in deal-structuring, CDE certification applications, NMTC allocation applications, annual

audit and tax services, creation of compliance programs, investor negotiations, structuring private letter ruling requests, creation of financial pro formas and investment due diligence.

The firm offers new and experienced historic rehabilitation tax credit developers a broad range of professional services to assist with the challenges within the historic tax credit (HTC) arena. Our HTC team is committed throughout the development and application process to developing and implementing innovative solutions to underlying tax, structuring, compliance and business issues encountered in complicated deals. We base our services on comprehensive knowledge of and broad experience with complex tax, accounting, business and transactional issues inherent in financing and developing HTC rehabilitation projects. Our work in the HTC industry includes various services in connection with the investment tax credit under IRC section 47 and state HTC programs including transaction, tax and compliance consulting; accounting services; and investor services and consulting.

The firm has consulted for 24 years on thousands of real estate projects and maintains client relationships with the leading affordable housing sponsors in the industry. Our value-added services and solutions are based on innovative thinking and effective implementation and are the foundation on which we have developed the critical resources necessary to provide outstanding professional services. We are dedicated to meeting client needs in a thorough, efficient and creative manner.

Novogradac & Company partners have published numerous affordable housing industry related articles in national newspapers and highly regarded trade journals. They are the authors of the Low-Income Housing Tax Credit Handbook, the nation's leading authoritative guide to affordable housing development; they also write and publish the Tax-Exempt Bond Handbook: A Tax Credit Practitioners Guide to Using Tax-Exempt Bonds for Low-Income Housing Tax Credit Projects; LIHTC Property Management book; New Markets Tax Credit Handbook; Historic Rehabilitation Handbook; and Renewable Energy Tax Credit Handbook, as well as other comprehensive tax credit finance reference books. The firm also publishes the Novogradac Journal of Tax Credits, a full color, monthly publication offering news, features and commentary on the low-income housing tax credit (LIHTC), LIHTC compliance, valuation and tax-exempt bond housing industries as well as coverage of new markets, renewable energy and HTC and HUD programs. Our professionals also keep our clients and other industry practitioners up to date on the latest news, issues and trends in these industries through weekly podcasts and breaking news alerts. Clients and friends are encouraged to follow us on Twitter and the Novogradac blog.

Novogradac & Company LLP sponsors affordable housing, renewable energy and real estate-related conferences coast to coast. These conferences attract hundreds of the industry's leading experts and participants nationwide. We also conduct workshops and webinars on a variety of affordable housing, new markets and renewable energy related topics. Because of their industry expertise, our professionals are invited regularly to speak at seminars and conferences throughout the country. Many are former associates of international accounting and appraisal firms.

Novogradac & Company LLP is ranked by *Accounting Today* and *Inside Public Accounting* as one of the top 50 accounting firms in the nation; it is organized as a limited liability partnership.

GoVal Group

The Government Consulting and Valuation Advisory (GoVal) Group of Novogradac provides valuation services including **city, area, or county-wide housing need analysis**, market study and appraisal services for market rate and affordable housing properties, both for sale and rental, GIS and demographic analysis, feasibility analysis, and rent comparability studies throughout the country. The GoVal Group performs approximately 1,500 market studies and appraisals per year and since 1999, more than 11,500 reports have been completed nationwide. Reflecting this experience, the firm maintains client relationships with the leading housing sponsors in the industry.

Novogradac has the experience and capability to provide the County with the housing services as previously discussed and outlined in this response. Novogradac’s GoVal Group is headed by four partners, two principals, and approximately 50 staff members throughout the Group in six offices. All work related to this engagement will be handled by the Kansas City office. The following table outlines the current staffing levels at this office.

KANSAS CITY PROFESSIONAL VALUATION STAFF		
Name	Title	Years of Experience
Rebecca S. Arthur, MAI	Partner	13
Rachel B. Denton	Principal	11
Matthew Hummel	Manager	5
Patty Morrisey	Manager	6
Julie E. Fogarty	Analyst	8
Will Hoedl	Analyst	8
Lawson Short	Analyst	3
Nick Jerkovich	Analyst	3
Eric Rose	Analyst	2
Nancy Pinkston	Analyst	2

In addition to the professionals outlined above, the Kansas City team also includes several researchers and administrative staff.

Qualifications of the two individuals that will manage this engagement are included following.

Rebecca S. Arthur, MAI

Rebecca Arthur is a partner with the Government Consulting and Valuation Advisory Services (GoVal) group and manages the metro Kansas City, Mo. area office of Novogradac & Company LLP. She has extensive experience in market analysis and appraisal of multifamily developments including those with low-income housing tax credits, USDA, Section 8, conventional developments, and for Freddie, Fannie, and FHA financing. Additionally, she specializes in consulting for developers and state housing agencies, as well as preparing valuations of general and limited partnership interests and year 15 valuation issues. Prior to joining Novogradac & Company LLP, Ms. Arthur was an analyst with the corporate finance group of Deloitte and Touche LLP, specializing in business valuations and acquisitions. She received her bachelor’s degree in finance from the University of Nebraska at Lincoln. Ms. Arthur is a designated member of the Appraisal Institute, a member of the

Kansas City Commercial Real Estate Women organization, a member of the National Council of Housing Market Analysts, and is a certified general real estate appraiser in Arkansas, Arizona, California, Hawaii, Indiana, Iowa, **Kansas**, Michigan, Minnesota, Missouri, New Mexico, and Texas.

Rachel Denton (primary contact for this engagement)

Rachel Denton is a principal in the metro Kansas City, Mo. office of the valuation consulting, market research and government services division for Novogradac & Company LLP. Ms. Denton has extensive experience performing market feasibility studies, appraisals, and consulting services for a broad cross-section of clients in the low-income housing tax credit industry, including developers, lenders, syndicators and state agencies. Additional areas of expertise include the valuation and analysis of USDA Rural Development properties and those applying for FHA financing through U.S. Department of Housing and Urban Development's MAP program. Past speaking engagements Ms. Denton has undertaken at Novogradac and other industry conferences have included HUD-specific valuation and market analysis issues, as well as year 15 valuation concerns related to LIHTC properties. Ms. Denton has completed extensive real estate appraisal coursework through the Appraisal Institute and received a bachelor's degree in urban and regional studies from Cornell University. She has served for two years as the co-chair of the Kansas City Commercial Real Estate Women Communications Committee and currently serves on the board of directors. She is also a member of the National Council of Housing Market Analysts. Ms. Denton is a Candidate for Designation of the Appraisal Institute and is licensed as a certified general real estate appraiser in California, Colorado, Hawaii, Illinois, **Kansas**, Oregon and Missouri.

Contact Info:

Rachel B. Denton
Principal
Novogradac & Company LLP
7227 Metcalf Avenue, Suite 250
Overland Park, KS 66204
Direct Phone: (913) 262-3500 x. 12
Fax: (913) 262-3501
Rachel.denton@novoco.com

2.0 RESOURCES, EXPERIENCE, AND REFERENCES

The GoVal Group of Novogradac has many resources available that sets us apart from our competition. Following is a summary of some of the tools available to us that will further enhance the end-product delivered to the County.

GIS Capabilities

Of the many services Novogradac provides, the one that sets us apart from our competitors is our GIS capability. Novogradac is a licensed user of the ESRI Business Analyst GIS software. The software allows us to do in-house GIS and data analysis of locations nationwide. With this ArcMap compatible software, we can analyze any spatial area, as our system contains all U.S. political boundaries, Census tracts, block groups and blocks. We can also input custom boundaries to focus our analysis on customer defined areas such as by a specified radius from an identified point or custom-drawn polygon. Clients are obviously better served by project specific, custom drawn study areas that take into account their entire project needs.

Novogradac's GIS capabilities allow us to provide analysis of the changes and trends in the demographics of the study area. This analysis examines the past ten years of demographic data which includes population, household composition, age, housing tenure and type, affordability, and building permit data. Data included in GIS analysis encompasses Census data for 2000 and 2010, as well as current year estimates and forecasted projections. By using Novogradac's proprietary forecast model, additional projections beyond the ten year threshold can be made.

The GIS software allows us to find pockets of demand for housing and consumer needs by mapping Census tracts or block groups with low incomes, high renter tenure, large households, or other key demand elements, such as elderly rental population. In addition to the Census data and updates, we can import other data to the system to add additional layers of information to our analysis. A particularly useful capability is site selection. By inputting customer specified criteria, we can instantly identify areas meeting those standards. We can also provide customized maps displaying the results of our analyses. These maps provide the customer with an easy way to quickly visualize the data and any trends they present, and are included in final reports and presentations. Together, all segments of our GIS capabilities allow us to provide an invaluable asset to our clients, as it helps them understand and envision the market segments they serve.

For additional information please visit the site at <http://gis.novoco.com>.

Macro Studies

Novogradac's Market Research Group prepares Macro Study Reports, statistical reports on a market-wide basis broken down by submarket. These reports provide occupancy and rental rate trends for market-rate and tax credit properties in metropolitan areas. The macro studies are a good resource tool for investors who are already active in those markets or are looking to develop properties in the near future, as they provide an up to the minute description of a metropolitan area's rental market.

We draw on our national rent valuation database—where we store survey results from interviews conducted with over 80,000 properties nationwide—to provide the data for these reports. For each report, new properties are added to the database for the metro area in question and existing

surveys for properties in the area are updated. This allows us to provide an accurate and timely description of the metro area's occupancy and rent trends as reported by local market participants.

CompsMART+®

CompsMART+® is our Comparable Market Analysis and Research Tool that combines demographic information and mapping capabilities with our national rental property database. This online tool provides users with timely and accurate rental market and demographic information.

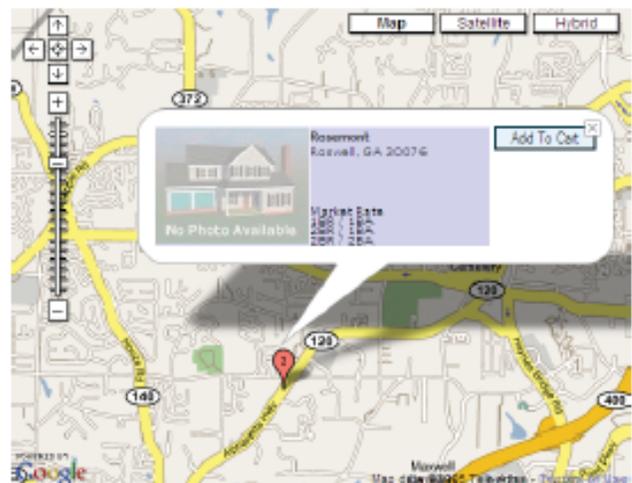
The tool draws on our national database, to which new property surveys are added daily and existing surveys are updated continually, for detailed occupancy and rental information for metropolitan areas nationwide. Surveyed properties include tax credit, market-rate and subsidized properties. Users will be able to: perform searches on our geospatial database of over 85,000 properties; view all properties and search results on an interactive map; instantly find all properties within a specified radius of a user identified Point of Interest (POI); and, retrieve key demographic information on a user defined Area of Interest (AOI).

Property information provided includes, but is not limited to: type and total number of units; type and number of available units; in-unit and community-wide amenities; concessions offered; waiting lists by unit type; and utilities. Property location and contact information is also provided.

As of the date of this response, there are **663 rent comparable entries within the state of Kansas** in the database.

For additional information please visit the site at <http://compsmart.novoco.com>.

Sample CompsMART+® Maps



Assessment, Valuation and Market Analysis Services

Our assessment and market analysis services provide our clients with crucial information at various points along the investment horizon. Evaluating market conditions and testing financial viability is essential in the early stages of a project's development. Whether making a decision regarding acquisition and development, or project positioning, Novogradac can provide the insight necessary to make decisions in today's complex marketplace. On the other hand, our appraisal services provide the critical understanding necessary for financing, acquisition or disposition decisions.

In addition to property analysis, the firm also provides business valuation services. Employing a variety of tools, business valuation can be used to determine the selling price or value of ownership interests of a business or company. Novogradac, with its expertise in a wide array of fields, can provide its clients with an objective estimate of a business' value.

Our highly skilled professionals come from a variety of backgrounds including development, consulting, planning, valuation and banking. This diversity of experience creates a broad-based knowledge of real estate markets and helps us understand the influences that affect real estate values. Our sophisticated analytical techniques and our diverse experience combine to provide our clients with a unique perspective on financial feasibility and asset valuation.

Engagement types include:

- Preparation of market analysis and appraisals for various types of commercial real estate, with an emphasis on multifamily housing and land.
- Conduct market and feasibility studies for multifamily housing. Properties types include Section 42 Low Income Housing Tax Credit (LIHTC) Properties, Section 8, USDA and/or conventional. Local housing authorities, developers, syndicators, HUD and lenders have used these studies to assist in the financial underwriting and design of multifamily properties. Analysis typically includes; unit mix determination, demand projections, rental rate analysis, competitive property surveying, and overall market analysis. The projects include both new construction and rehabilitation properties in both rural and metro regions throughout the United States and its territories.
- **City and County-wide Housing Needs Assessments in order to determine the characteristics of existing housing, as well as determine the need for additional housing within designated areas.**
- Valuation of multifamily housing. Appraisal assignments typically involve determining the as is, as if complete and the as if complete and stabilized values. Additionally, encumbered LIHTC and unencumbered values are typically derived. The three traditional approaches to value are developed with special methodologies included to value tax credit equity, below market financing and PILOT agreements.
- Preparation of market studies and appraisals of proposed new construction and existing properties under the HUD Multifamily Accelerated Processing (MAP) program. These reports meet the requirements outlined in HUD Handbook 4465.1 and Chapter 7 of the HUD

MAP Guide for 221(d)(4) and 223(f) programs, as well as the LIHTC PILOT Program and RAD program

- Preparation of market study/appraisals assignments for USDA RD properties in several states in conjunction with acquisition rehabilitation redevelopments. Documents are used by states, FannieMae, USDA, and the developer in the underwriting process. Market studies are compliant to State, FannieMae, and USDA requirements. Appraisals are compliant to FannieMae and USDA HB-1-3560 Chapter 7 and Attachments.
- FannieMae and FreddieMac appraisals of affordable and market rate multi-family properties for DUS Lenders.
- Section 8 Rent Comparability Studies in accordance with HUD’s Section 8 Renewal Policy and Chapter 9 for various property owners and local housing authorities.
- Valuations of the General and/or Limited Partnership Interest in a real estate transaction, as well as LIHTC Year 15 valuation analysis.

Similar Engagements and References

Novoco has extensive experience providing housing market analyses and/or other large-scale valuation services for a variety of municipalities and other agencies. Three examples and references are detailed below.

1. City of Tulsa – Comprehensive Housing Market Analysis

Reference: Ms. Dafne Pharis, Director
Department of Grants Administration
175 East 2nd Street, Suite 15-051
Tulsa, OK 74103-3202
Phone: (918) 576-5500
Fax: (918) 699-3523

Time Period: Summer 2010

Novogradac Personnel Involved: Rebecca Arthur and Julie Fogarty (Fairchild)

Brief Description: The purpose of this study was to analyze the current and proposed housing supply in the city of Tulsa. The scope of work included data collection and analysis with respect to demographic and economic trends, current and proposed housing supply, and future demand factors, for the entire City, and broken down by submarket classification. The report was utilized by the City of Tulsa to assess current and future housing needs, and to formulate initiatives for affordable housing, land use, and economic development purposes that were to be included in the HUD Five-Year Consolidated Plan.

2. City of Joplin – Comprehensive Housing Market Analysis

Reference: Mr. Troy Bolander, Manager
Planning and Community Development
602 S. Main
Joplin, MO 64802
Phone: (417) 624-0820 x510
Fax: (417) 625-4738

Time Period: October 2009, September 2011 and June 2012

Novogradac Personnel Involved: Rebecca Arthur, Rachel Denton, & Julie Fogarty (Fairchild)
 Brief Description: The purpose of this series of studies was to analyze the current and proposed housing supply in the city of Joplin, particularly in light of the May 2011 tornado for the 2011 and 2012 reports. We prepared the original report in October 2009 and subsequent reports in 2011 and 2012. The reports were utilized by the City of Joplin to assess current and future housing needs and to formulate initiatives for affordable housing, land use, and economic development purposes. The 2009 report focused primarily on affordable housing supply, while the two subsequent reports were commissioned in order to better understand current supply in light of the May 2011 tornado in Joplin.

3. City of St. Joseph – Neighborhood Market Analysis

Reference: Mr. Gerald E. McCush, Manager
 Division of Community Development
 1100 Frederick Ave.
 City Hall, Room 101A
 St. Joseph, MO 64501
 Phone: (816) 271-4646
 Fax: (816) 271-5365

Time Period: July 2013

Novogradac Personnel Involved: Rebecca Arthur, Rachel Denton, & Julie Fogarty (Fairchild)
 Brief Description: The purpose of this report was to perform a neighborhood market analysis regarding the affordability of homes in four identified Census tracts. The scope of work included inspection and description of the identified neighborhood, analysis of affordability of homes, demographic and economic analysis, and discussion of current supply trends. The report is intended to meet the requirements specifically of the client including the HOME Program criteria set forth in 24 CFR 92.254(a)(5)(i)(B). The City's intent was to utilize this documentation as further support for an NSP grant received.

In addition to the engagements outlined previously, additional examples are presented here in order to demonstrate our level of experience with this type of engagement.

County-Wide Study for Scattered Site Development – Osage and Wabaunsee Counties, Kansas

We were engaged by a developer to conduct a county-wide study and demand analysis for a scattered site senior development that was seeking 9 percent tax credits. The proposed project was located in five rural communities throughout these two counties. Our analysis consisted of a review of economic and demographic information, survey and reporting on current and proposed supply, and detailed demand projections for each individual community. We also considered the Subject's overall impact on the counties as a whole. Our findings were presented in a detailed narrative report, compliant with state agency guidelines, that was submitted to KHRC as part of the state's competitive 9 percent application process.

East New Orleans Neighborhood Market Analysis – New Orleans, LA

We prepared a Housing Market Study for the Louisiana Housing and Finance Agency (LHFA). This Housing Market Study focused on the New Orleans East neighborhood, which was one of the most severely damaged portions of the New Orleans metropolitan area from Hurricane Katrina. Novoco analyzed the characteristics, current demographic data and local economic

conditions of the neighborhood, analyzed the housing data in the New Orleans East, including projects existing, under construction, and proposed; and correlated supply and demand in order to determine the current conditions and demand outlook for the New Orleans East neighborhood.

HUD Consolidated Plan and Update – Gainesville, GA

Novoco also prepared the HUD Consolidated Plan for the City of Gainesville, Georgia in 2004 and updated the HUD Consolidated Plan in March 2009. The Consolidated Plan was submitted to HUD in 2004 and was funded under the CDBG Program and the HOME Investment Partnership through the Georgia Department of Community Affairs. The updated Consolidated Plan was submitted to HUD in summer 2009. The scope of the study required a housing needs assessment, non-housing needs assessment, market analysis, identification of barriers to affordable housing, a strategic plan, and demographic and primary research in support of the conclusions, and meeting all HUD guidelines and requirements. The study also included recommendations for the development of rental, homeownership, elderly, homeless, transitional and permanent supportive housing. Novoco completed the Consolidated Plan in conformance with 24CFR Part 91, Consolidated Plan Regulations.

City-Wide Housing Market Analysis – Auburn, NY

Novoco prepared a city-wide housing market study for the city of Auburn. The report consisted of the following categories: Demand Side Analysis and Future Forecast for rental housing and home ownership; Demand Side Housing Trends; Future Forecast Market Demand (for affordable and market rate housing – both rental and home ownership); Supply side market analysis broken down by type of housing and neighborhood; and Vacant and Abandoned Property Analysis. Novogradac presented the plan to the City Council at a public hearing once completed.

Senior Housing Market Survey – Seattle, WA

In addition, Novoco analyzed the elderly rental housing market in Seattle, Washington and the market position of the Seattle Housing Authority's (SHA) Senior Housing Program's portfolio of 23 buildings. Our research involved analysis of the senior population by neighborhood, income, household size, racial composition and tenure. Additionally, we projected growth (from 2001 to 2025) in these cohorts based upon historic and predictable trends. The supply analysis included interviews with over 85 properties to determine the current living paradigm of the existing senior population. We determined market rent, occupancy and property characteristics for eleven neighborhoods within the city. Finally, we provided recommendations for improving the market position of the SHA properties.

Updated Housing Needs Assessment – Charlotte County, FL

We were engaged with Charlotte County, Florida to provide an update of the Housing Needs Analysis portion of their Comprehensive Plan. The Housing Needs Analysis required, but was not limited to: updating the existing housing inventory; updating the current affordable housing delivery system, which includes updating available federal housing programs and regulations as recommended by the results of the Housing Study; updating available state programs and regulations as recommended by the results of the Housing Study; updating available local programs as recommended by the results of the Housing Study; updating special needs housing; and updating planning issues, goals, objectives, and policies based on the Housing Needs Assessment. Novoco analyzed survey data, including age of housing, household size, homestead exemption, sales analysis, quantity of housing built since the 2000 census, collected and

analyzed data relating to the inventory of subsidized rental housing; collected and analyzed substandard housing conditions data; update population and household demographic data; and update housing demand and construction need, which would include a true construction need for low- and moderate-income households, identifying housing costs for the area, and new construction costs.

3.0 SCOPE OF WORK, FEE, AND TIMING

Based upon the items outlined in the RFP, we have determined the following scope of work for the study. This scope of work should be viewed as a general framework, and any deviations or additions to the scope can be discussed and negotiated as necessary. Likewise, we have presented a typical timeframe for this type of engagement and based upon our understanding of The City's timing needs; if a shorter timeframe is desired, please advise and we will accommodate accordingly if at all possible.

Scope

As indicated in the RFP, there are several primary components to the analysis that The City intends the Consultant to carry out. The Analysis will focus on current and projected housing trends, along with continued needs of local stakeholders. Provided following is an outline as to how Novogradac will accomplish the Analysis, based upon our interpretation and analysis of the various components required by The City.

Executive Summary

- Summarize the most pertinent findings from the Analysis, in terms of demographic, economic, and supply indications.
- Detail changes within the market since the original 2008 Assessment and what that means for The City moving forward.
- Summarize potential opportunities for development, including Novogradac's recommendations.
- Provide an "at a glance" snapshot of the most pertinent information included within the Analysis.

Demographic Characteristics

- A variety of demographic indications will be presented, both for Pittsburg itself and by specific geography, as will be determined by Novogradac and in conjunction with conversations with local stakeholders, and the client (The City). These could include a breakdown by neighborhood and/or specific areas versus the balance of the city, or more specific breakdown by Census tract or block group.
- Demographic indications will be presented for prior census years and projecting forward to present and several years forward. This will allow us to analyze historic trends and projections moving forward.
- Novogradac has the unique advantage of an in-house GIS team. This team utilizes data from the U.S. Census, U.S. Bureau of Labor Statistics, and proprietary data sources, such as ESRI and HISTA, among others, in order to tabulate relevant demographic and economic indicators for any geography, including custom areas, throughout the nation. This further enhances our ability to provide meaningful and detailed demographic data to The City. Additional information regarding our GIS capabilities is discussed in a previous section of this Response.
- This information will be utilized, along with other factors, to determine immediate and long-term housing needs for the community.

Economic Analysis

- A variety of data sources, including both published information and the results of interviews with local stakeholders, will be compiled in order to complete this portion of the report.
- Published sources that will be consulted include the Bureau of Labor Statistics, local, regional, and/or state economic development agencies' publications, information compiled by the local Chamber, proprietary data sources as previously indicated, and local newspapers, among others.
- Interviews will be conducted with a variety of local officials in order to obtain information regarding recent or proposed changes to the local economy, and local insight regarding potential growth opportunities (or any causes for concern with the local market).
- Data points that will be of particular interest include employment trends and unemployment rates, typical wages by occupation, commuting patterns, industry employment concentrations, current and historical major employers, and economic expansions and contractions.

Housing Supply Characteristics

- This section of the Analysis will be broad in scope yet a high level of detail will be presented. Both specific data points (such as a survey of an individual apartment complex) and broad market overview data (such as a market-wide analysis of rent trends in The City over the past several quarters) will be included.
- There are a myriad of sources that will be employed in order to complete this portion of the analysis. First, rental data will be collected via primary interviews with managers of individual apartment complexes within the market. Novogradac is in a unique position to accomplish this task efficiently, through the use of our proprietary CompsMART+® database, discussed in greater detail in a following section of this report. This data allows us to easily input information on individual apartment complexes throughout the nation, while also furnishing trend data over time based upon prior surveys. This is an invaluable resource that sets us apart from our competition.
- Secondly, published data will be consulted in order to obtain data on foreclosures, home values, and overall condition of owner-occupied stock. The impact of the recent mortgage crisis will be considered within the context of existing and proposed housing supply.
- Third, various reports will be consulted in order to obtain information on the Pittsburg housing market – these reports could include those published by local real estate professionals and REIS.
- Finally, Novogradac will conduct a thorough site visit of the market – this visit will include inspection of the existing housing stock. Photographs compiled during our visit will be incorporated into the final report document. Also, interviews will be conducted with various local stakeholders – any that cannot be conducted over the phone will be followed up in person while in the field. These interviews will include those with various local officials and employees, City Council members, and business owners.

Future Housing Needs

- This section will include a reconciliation of the information obtained in the aforementioned sections of the Analysis. Current challenges in the local market will be identified here, as well as possible solutions and opportunities.
- Of particular importance here will be any particular barriers to future development and/or challenges that have continued to arise.
- Any recommendations for The City will also be touched upon in this section of the Analysis.

Housing Resources

- Based upon the challenges and opportunities identified, Novogradac will analyze the various housing resources available to The City. Given Novogradac's experience in all aspects of the affordable housing industry, we are able to provide a succinct but comprehensive overview of funding sources that would be available to a variety of types of users.

Strategies and Recommendations

- Based upon an analysis of housing needs and available resources, Novogradac will identify areas where redevelopment and housing efforts should be focused.
- As part of these recommendations, Novogradac will highlight which particular resources would be of benefit to The City.
- These recommendations will include the outline of a strategic plan framework for The City.
- Analysis of which recommendations that arose from the 2008 Assessment were successful, which were not, and how The City should approach these recommendations in the future.

Summary and Conclusions

- All previous components of the Analysis will be considered and summarized within this final section of the Analysis. In addition, any and all recommendations in light of our Analysis will be presented here.

All of the above will be compiled and presented in a clear narrative format, along with various exhibits, photographs, and appendices. Further, relevant data points will be updated and analyzed from the 2008 Housing Needs Assessment completed for The City, per the specific requirement of the RFP.

Fee

Based on the above scope of work, the fee will be **\$15,000** to complete the Housing Needs Assessment Update. This fee is negotiable based upon revisions (additions or omissions) to the above scope of work. This fee schedule is for the initial analysis and report deliverable, along with all other items as specifically outlined in the *Scope*. Any additional services will need to be negotiated separately.

It should also be noted that this RFP response has been prepared assuming that The City will engage us; it is unclear whether we will be permitted to utilize our standard contract or if The City will require us to sign their standard contract. We do anticipate any major discussions

related to contract language, assuming typical terms and willingness of The City to negotiate. However, we reserve the right for our legal counsel and internal risk management to review and approve all final contracts between The City and Novogradac.

Timing

Given the above scope of work, as well as our past experience in completing engagements of this type, we believe a turnaround time of **60 days from engagement** is reasonable. However, we are willing to negotiate this time frame in order to meet the needs of the City.

A sample timeline is included below.

Task/Milestone		Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8
Contract Awarded	X								
Initial research, including preliminary supply and stakeholder interviews		■	■	■	■				
Demographic Characteristics			■	■	■				
Economic Analysis						■			
Housing Supply Characteristics									
Site Visit						X			
Future Housing Needs						■	■		
Housing Resources							■	■	
Strategies and Recommendations								■	
Summary and Conclusions									■
Internal Review								■	
Report Delivered to City									X