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City Debt Management Policy. 70

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, October 28, 2014
5:30 PM

CALL TO ORDER BY THE MAYOR:

- a. Invocation by Rev. Martin Dickinson of the All Saints Anglican Church
- b. Flag Salute Led by the Mayor
- c. Public Input

CONSENT AGENDA:

- a. Approval of the October 14, 2014, City Commission Meeting minutes.
- b. Approval of staff recommendation to award the bid for the replacement of the stage lift at Memorial Auditorium to Thyssen Krupp, of Ozark, Missouri, based on their low bid submitted in the amount of \$183,977, and authorize the Mayor to sign the appropriate documents on behalf of the City.
- c. Approval of staff recommendation to award the bid for the 2015 sanitation service contract for City of Pittsburg facilities to WCA, of Joplin, Missouri, based on their low bid submitted in the amount of \$799.00 per month.
- d. Approval of staff recommendation to award the bid for 2015 dumpster service (30-yard and 40-yard containers emptied on an as-needed basis) to WCA of Joplin, Missouri, based on their low bid submitted in the amount of \$139.50 per pull for a 30-yard dumpster and \$139.50 per pull for a 40-yard dumpster.
- e. Approval of the Agreement for Services for Improvements at Atkinson Municipal Airport between the City of Pittsburg and H. W. Lochner, Inc. to provide engineering services required for performing field investigations, preparation of land disturbance permits and stormwater pollution prevention plan, and design services in connection with the clearing and grubbing of trees within the Runway 16 approach area, and authorize the Mayor to execute the agreement on behalf of the City of Pittsburg.
- f. Approval of the Appropriation Ordinance for the period ending October 28, 2014, subject to the release of HUD expenditures when funds are received. **ROLL CALL VOTE.**

SPECIAL PRESENTATION:

- a. **CRIME ANALYSIS PRESENTATION** - Crime Analyst Jordan Garrison will provide an brief presentation regarding the newly created crime analysis position established as a result of the Public Safety Sales Tax. **Receive for file.**

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, October 28, 2014
5:30 PM

CONSIDER THE FOLLOWING:

- a. PETITION AND CONSENT FOR ANNEXATION - Consider the Petition and Consent for Annexation submitted by Frances J. McCurdy, Michele Holman, and Peter Holman for property located on the northwest corner of the intersection of Highway 69 and Highway 400. **Approve or disapprove the Petition and Consent for Annexation.**

- b. ANNEXATION RESOLUTION - Consider a Resolution of Intent to Annex pertaining to property located on the northwest corner of the intersection of Highway 69 and Highway 400. **Approve or disapprove Resolution of Intent to Annex and, if approved, authorize the Mayor to sign the Resolution on behalf of the City.**

- c. UNIFIED COMPUTING SYSTEM PURCHASE - Consider staff request to purchase of a Cisco Unified Computing System to include hardware, software, licensing, and installation. **Approve or disapprove staff request.**

- d. DEBT MANAGEMENT POLICY - Consider staff recommendation to adopt a newly created City Debt Management Policy. **Approve or disapprove the newly created City Debt Management Policy and, if approved, authorize the Mayor to sign the Policy on behalf of the City.**

- e. DATE FOR FIRST CITY COMMISSION MEETING IN NOVEMBER - Consider cancelling the City Commission meeting scheduled for Veteran's Day, November 11th, 2014, and schedule a Special Meeting for 5:30 p.m. on Monday, November 10th, 2014. **Motion to cancel the November 11th, 2014, City Commission meeting and call a Special Meeting for 5:30 p.m. on November 10th.**

NON-AGENDA REPORTS & REQUESTS:

ADJOURNMENT

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
October 14th, 2014

A Regular Session of the Board of Commissioners was held at 5:30 p.m., on Tuesday, October 14th, 2014, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor Monica Murnan presiding and the following members present: Michael Gray, John Ketterman, Chuck Munsell, and Patrick O'Bryan.

Pete Mayo of Via Christi Hospital provided the invocation.

Mayor Murnan led the flag salute.

PROCLAMATION – Mayor Murnan proclaimed October 16th, 2014, as Project Warmth Day in Pittsburg.

PROCLAMATION – Mayor Murnan proclaimed November, 2014, as Pancreatic Cancer Awareness Month in Pittsburg.

APPROVAL OF MINUTES – SEPTEMBER 23rd, 2014 - On motion of Munsell, seconded by Ketterman, the Governing Body approved the September 23rd, 2014, City Commission Meeting minutes as submitted. Motion carried.

ORDINANCE NO. G-1209 – On motion of Munsell, seconded by Ketterman, the Governing Body adopted Ordinance No. G-1209, amending Section 78-31 of the Code of the City of Pittsburg, Kansas, and providing for the protection and health, property and safety, and the regulation of traffic by adopting by reference the 2014 Edition of the "Standard Traffic Ordinances for Kansas Cities" as published by The League of Kansas Municipalities, save and except such parts or portions as supplemented, deleted or changed; and repealing Ordinance No. G-1182, on first and only reading. Motion carried.

ORDINANCE NO. G-1210 – On motion of Munsell, seconded by Ketterman, the Governing Body adopted Ordinance No. G-1210 amending Section 54-41 of the Code of the City of Pittsburg, Kansas, regulating certain public offenses within the corporate limits of the City of Pittsburg, Kansas, by adopting by reference the 2014 Edition of the "Uniform Public Offense Code for Kansas Cities" as published by the League of Kansas Municipalities, save and except such parts or portions as supplemented, deleted or changed; and repealing Ordinance No. G-1183, on first and only reading. Motion carried.

DISPOSITION OF BIDS – GENERATOR MAINTENANCE – On motion of Munsell, seconded by Ketterman, the Governing Body awarded the bid for a three-year contract for the annual maintenance of twelve generators located at various City facilities to CDL Electric, of Pittsburg, Kansas, based on their low bid meeting specifications in the amount of \$3,636.48 per year, and authorized the Mayor to sign the contract on behalf of the City once it is prepared. Motion carried.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
October 14th, 2014

CEREAL MALT BEVERAGE LICENSE – EL CABALLO DE ORO – On motion of Munsell, seconded by Ketterman, the Governing Body approved the application submitted by El Caballo de Oro to transfer the 2014 Cereal Malt Beverage License from their current location at 402 South Broadway to 111 North Pine Street and authorized the City Clerk to issue the license. Motion carried.

ADDITION TO LOAN – J & A CAFÉ OF KANSAS – On motion of Munsell, seconded by Ketterman, the Governing Body approved the Economic Development Advisory Committee's recommendation to add an additional \$9,000 to the \$60,000 loan to J & A Café of Kansas, dba Chatter's Restaurant, to accommodate enhanced fire suppression measures for their facility located at 2401 South Rouse and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried.

APPROPRIATION ORDINANCE – On motion of Munsell, seconded by Ketterman, the Governing Body approved the Appropriation Ordinance for the period ending October 14th, 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.

DISPOSITION OF BIDS – AQUATIC CENTER SANDBLASTING AND PAINTING – On motion of O'Bryan, seconded by Gray, the Governing Body awarded the bid for the sandblasting and painting of the Pittsburg Aquatic Center to D.E.M. Enterprises, of Wichita, Kansas, based on their low bid meeting specifications in the amount of \$76,448.00 and authorized the Mayor to sign the necessary documents on behalf of the City. Motion carried.

COMMERCIAL LEASE AGREEMENT – SOUTH KANSAS & OKLAHOMA RAILROAD – On motion of Munsell, seconded by Ketterman, the Governing Body approved a Commercial Lease Agreement between the City of Pittsburg and the South Kansas & Oklahoma Railroad, Inc. for the north 30' of Lots 7 thru 40 of Block 1 of the Pittsburg Town Company's Fourth Addition, except any dedicated right-of-way for Grand Street, Smelter Street and Michigan Street, for the Hiking/Biking East-West Connector Link and authorized the Mayor to sign the Lease Agreement on behalf of the City. Motion carried with Commissioner Gray abstaining due to his employment with Watco Companies.

QUIT CLAIM DEED AND DEVELOPMENT AGREEMENT – MATT HESS – On motion of O'Bryan, seconded by Gray, the Governing Body approved the Quit Claim Deed and Development Agreement between the City of Pittsburg and Matt Hess for Lot #7 in the Lincoln Square Development and authorized the Mayor to sign the documents on behalf of the City. Motion carried.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
October 14th, 2014

PUBLIC HEARING - SECTION EIGHT (S8) HOUSING CHOICE VOUCHER (HCV) 2015 ADMINISTRATION PLAN AND 5 YEAR/ANNUAL PLAN – Following a Public Hearing, on motion of O'Bryan, seconded by Ketterman, the Governing Body adopted the Section Eight (S8) Housing Choice Voucher (HCV) Administration Plan and the 5 Year/Annual Plan, and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried.

PUBLIC HEARING - CDBG GRANT REQUEST - Following a Public Hearing, on motion of Ketterman, seconded by Munsell, the Governing Body authorized staff to submit an application for a Community Development Block Grant (CDBG) in the amount of \$76,906.00 to fund 50% of a replacement vehicle for the Fire Department's current 1986 Squad 5 Brush Truck and adopted Resolution No. 1160 certifying legal authority to apply for the 2015 Kansas Small Cities Community Development Block Grant Program and Resolution No. 1161 assuring the Kansas Department of Commerce that the funds will be continually provided for the operation and maintenance of the equipment to be financed with the grant funds, and approved an Agreement for Administrative Consulting Services and Statement of Assurances and Certifications, and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried.

SPECIAL PRESENTATION - FIRE DEPARTMENT GEAR AND EQUIPMENT - Fire Department personnel provided information on the SCBA and Bunker gear that was purchased as part of the Public Safety Sales Tax.

INFRASTRUCTURE IMPROVEMENTS - MILLERS – On motion of O'Bryan, seconded by Gray, the Governing Body approved the recommendation of the Economic Development Advisory Committee to allocate up to \$375,000 from the Revolving Loan Fund (RLF) to fund the widening of Stilwell Street east of the Miller's facility and improving the storm sewer serving the area and authorized the Mayor to sign the necessary documents on behalf of the City. Motion carried.

GAP FINANCING - STRAHAN ENTERPRISES, LLC – On motion of Gray, seconded by Ketterman, the Governing Body approved the recommendation of the Economic Development Advisory Committee to provide \$70,000 in gap financing to Strahan Enterprises, LLC, to renovate the building located at 112 West 5th Street into an event venue and authorized the Mayor to sign the necessary documents on behalf of the City. Motion carried.

ATKINSON MUNICIPAL AIRPORT - REHABILITATE AIRFIELD LIGHTING AND NAVAIDS – On motion of Ketterman, seconded by Munsell, the Governing Body approved Change Order No. 1 decreasing the contract cost by \$209.50, and final payment in the amount of \$9,994.14 to Strukel Electric, Inc., of Girard, Kansas, for the Atkinson Municipal Airport, Rehabilitate Airfield Lighting and NAVAIDS, AIP Project. Motion carried.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
October 14th, 2014

2014 AUDITING CONTRACT – On motion of O'Bryan, seconded by Gray, the Governing Body approved staff request to retain the firm of Mize Houser & Company for the fiscal year 2014 City audit at a cost of \$33,500 with the option of auditing the City's financial statements for the two subsequent fiscal years and authorized the Mayor to sign the necessary documents on behalf of the City. Motion carried.

CITY BUDGETARY RESERVE POLICY – On motion of O'Bryan, seconded by Gray, the Governing Body adopted a newly created City Budgetary Reserve Policy and authorized the Mayor to sign the Policy on behalf of the City. Motion carried.

NON-AGENDA REPORTS AND REQUESTS:

UPCOMING AGENDA ITEM - Assistant City Manager Jay Byers explained that a future City Commission meeting agenda will contain an item to purchase updates to the City's computer network, servers and other hardware. Mr. Byers explained that the purchase is expected to be made through the State contract and is estimated to be in the \$1,000,000 price range.

EXECUTIVE SESSION - On motion of Gray, seconded by O'Bryan, the Governing Body recessed into Executive Session not to exceed 15 minutes for preliminary discussion regarding the acquisition of real property. Motion carried.

The Governing Body recessed into Executive Session at 6:34 p.m.

The Governing Body reconvened into Regular Session at 6:48 p.m.

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

ADJOURNMENT: On motion of Gray, seconded by Ketterman, the Governing Body adjourned the meeting at 6:49 p.m. Motion carried.

Monica Murnan, Mayor

ATTEST:

Tammy Nagel, City Clerk

INTEROFFICE MEMORANDUM

To: Daron Hall, City Manager
From: Kim Vogel, Director of Parks and Recreation
Jason Huffman, General Manager of Memorial Auditorium
CC: Tammy Nagel, City Clerk
Date: October 22, 2014
Subject: October 28, 2014 City Commission Meeting Agenda Item
Stage Lift, Memorial Auditorium and Convention Center

The City of Pittsburg Parks and Recreation Department has received bids for replacement of the stage lift at Memorial Auditorium. The hydraulics on the stage lift has been failing for the last 2 years causing the stage pit to sink, creating a safety hazard on stage. The stage lift is utilized as our elevator to load production materials in and out of the theatre as well as serving as the orchestra pit, and part of the stage for productions. If the lift completely fails the theatre will be shut down. For that reason the City Commission approved the City issue bonds in the amount of \$250,000, which was the estimated cost of the project.

Two vendors attended the pre-bid meeting. Following the meeting both vendors agreed via email that buffers were not required for this project. Bidders were instructed via email to bid according to regulations for buffers. Bid totals were as follows: KONE - \$228,000 and ThyssenKrupp - \$183,977. ThyssenKrupp included a clarification that they were not bidding in buffers as the lift does not require them. The low bidder for the project is ThyssenKrupp. References have been checked for this vendor and no issues were discovered with previous work performed. A copy of the bid tab sheet along with clarifications from ThyssenKrupp is attached for review.

In this regard, would you please place an item on the agenda for the City Commission meeting scheduled for Tuesday, October 28, 2014. Staff is recommending the acceptance of the bid from Thyssen Krupp in the amount of \$183,977. Action necessary will be to approve or disapprove the bid, and if approved, authorize the Mayor to sign any necessary documents.

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

CLARIFICATIONS NO. 1

This clarification shall be made part of this Agreement.

UNUSUAL CONDITIONS

- 1) THE QUOTED PRICE IS BASED UPON THE EXISTING JACK HOLE IS PLUMB AND CASED OR JACKETED TO PREVENT HOLE COLLAPSE ONCE THE EXISTING JACK IS REMOVED. THE JACK HOLE IS CLEAR OF ROCK, WATER, CONCRETE, DEBRIS OR ANY OTHER UNDERGROUND CONDITION WHICH HINDERS US FROM FREELY PULLING THE EXISTING JACK OR INSTALLING THE NEW JACK OR WHICH ALTERS THE METHOD REQUIRED TO COMPLETE THE PROJECT. IF WE ENCOUNTER SUCH CONDITIONS, WE WILL NOTIFY YOU IMMEDIATELY AND UPON EXECUTION OF A CHANGE ORDER. IT IS AGREED THAT ALL ADDITIONAL WORK WILL BE PERFORMED ON A TIME AND MATERIAL BASIS, BASED ON STANDARD BILLING RATES, UNTIL THE CONDITIONS WHICH HAVE CAUSED THE DELAY HAVE BEEN OVERCOME.
- 2) PURCHASER AGREES TO PROVIDE A SAFE, ACCESSIBLE STORAGE AREA FOR PLACEMENT OF D.O.T. 55 GALLON CONTAINERS FOR THE PURPOSE OF SPOILS CONTAINMENT. ANY SPOILS OR WATER TESTING BY OTHERS OR DELAYS DUE TO SUCH TESTING ARE NOT INCLUDED IN THIS PROPOSAL. THE HIRING OF A DISPOSAL COMPANY IS THE RESPONSIBILITY OF PURCHASER, AND MUST BE DISCUSSED PRIOR TO ANY MATERIAL BEING ORDERED OR WORK BEING SCHEDULED. THYSSENKRUPP WILL PROVIDE ENVIRONMENTAL SERVICES ONLY IF THIS IS SPECIFICALLY INCLUDED UNDER THE "SCOPE OF WORK" SECTION ABOVE. THYSSENKRUPP ASSUMES NO RESPONSIBILITY AND/OR LIABILITY IN ANY WAY WHATSOEVER FOR SPOILS OR OTHER CONTAMINATION THAT MAY BE PRESENT AS A RESULT OF THE CYLINDER BREACH AND/OR OTHER CONDITIONS PRESENT ON THE WORK SITE.
- 3) FOR THE PURPOSE OF PROVIDING THIS ESTIMATE, WE ASSUME NO UNUSUAL CONDITIONS AS OUTLINED IN ITEMS #1-2 ABOVE. IF NECESSITATED BY UNUSUAL CONDITIONS, OUR BILLING RATES DURING NORMAL WORKING HOURS WILL BE \$240.00 PER HOUR, WITH A TWENTY FIVE PERCENT (25%) MARK UP RATE. THYSSENKRUPP SHALL NOT BE RESPONSIBLE FOR DELAYS DUE TO SUCH CAUSES.

4) PURCHASER WILL BE NOTIFIED IMMEDIATELY OF ANY CIRCUMSTANCES THAT WILL REQUIRE MORE THAN THE ALLOTTED TIME AND MATERIALS PROVIDED IN THIS PROPOSAL. WRITTEN AUTHORIZATION WILL BE REQUIRED FOR ANY LABOR OR MATERIALS REQUIRED BEYOND THIS ORIGINAL PROPOSAL AMOUNT.

5) ALL LABOR ESTIMATES INCLUDED HEREIN ARE BASED UPON WORK BEING PERFORMED DURING REGULAR WORKING DAYS AND HOURS OF THE TRADE

(M-F, 8:00 A.M. TO 5:00 P.M.). WORK PERFORMED AT OTHER TIMES WILL BE IN ADDITION TO THE PRICE INDICATED HEREIN.

6) WELDING AFFECTING THE BUILDING FIRE PROTECTION SYSTEM MAY BE REQUIRED ON THIS PROJECT. THIS WILL BE COORDINATED WITH PURCHASER.

7) PURCHASER AGREES TO FURNISH SUITABLE PARKING AREA WITH STANDARD TRUCK ACCESS.

BUFFERS/BUMPERS

TKE HAS EXCLUDED THE INSTALLATION OF THE BUFFERS. A STAGE LIFT DOES NOT REQUIRE BUFFERS OR BUMPERS.

The only locations for them are either inside or outside the jacks and under the two main beams. They would be bumper type stands mounted to the pit floor. Please note the issues with using bumpers when they were not part of the original design.

- i) The pit floor will now be carrying loads for which it was not designed. The EOR will have to approve the pit floor to handle the loads at the designed locations.
- ii) The main beams, the structural members between the bolster assemblies and floor joists, will need to be analyzed to verify that they are capable of the mechanical requirements for the cantilevers and spans that are different from the original design.



The City of Pittsburg, Kansas
Recapitulation of Bids

Memorial Auditorium Stage Lift Repairs
Wednesday, October 22, 2014 --10:00 a.m.

Name and Address of Bidder	Total Bid
KONE, Inc. 211 S. Union, Suite D Springfield, Missouri 65802	\$228,000.00
ThyssenKrupp Elevator 5247 N. 23 rd Street Ozark, Missouri 65721	\$183,977.00



Interoffice Memorandum

TO: Daron Hall, City Manager

FROM: Tammy Nagel, City Clerk

DATE: October 15th, 2014

SUBJECT: Agenda Item – October 28th, 2014, City Commission Meeting
Disposition of Bids - Sanitation Service for City of Pittsburg facilities

Bids were received for the 2015 Sanitation Service Contract for City of Pittsburg facilities on Tuesday, October 14th, 2014. Bid notices were sent to eleven trash hauling services, as well as advertised in *The Morning Sun* and on the City's web page. Two bids were received. WCA, of Joplin, Missouri, submitted the low bid in the amount of \$799.00 per month. Deffenbaugh Industries, of Joplin, Missouri, held the contract for the year 2014 for a monthly amount of \$872.00. A bid tab sheet is attached for your information. It is recommended that the bid be awarded to WCA, based on their low bid.

Bids were also requested for the cost to empty 30-yard and 40-yard dumpsters on an as-needed basis during this bid process as well. The low bid was submitted by WCA, of Joplin, Missouri, in the amount of \$139.50 per pull for the 30 or 40 yard dumpster. Mid America Sanitation of Frontenac, Kansas, held the contract for 2014, with a bid of \$250 per pull for both the 30-yard and the 40-yard dumpsters. It is recommended that the bid to empty the 30-yard and 40-yard dumpsters be awarded to WCA, based on their low bid.

Please place this item on the agenda for the October 28th, 2014, City Commission Meeting. Action needed is review of the recommendation and, if approved, award the bids as stipulated above.

If you have any questions, please call. Thanks!

Attachment: Bid Tab Sheet



Bid Recapitulation Sheet
City of Pittsburg Facilities Sanitation Service
Tuesday, October 14th, 2014 – 2:00 p.m.
City Hall Conference Room, City Hall

Name/Address of Bidder	Total Monthly Charges	Amount Per Pull – 30 Yard Dumpster	Amount Per Pull – 40 Yard Dumpster
WCA 3700 West 7 th Street Joplin, Missouri 64801	\$799.00	\$139.50	\$139.50
Deffenbaugh 4700 West 7 th Street Joplin, Missouri 64801	\$933.75	\$160.00	\$160.00
	Deffenbaugh held the contract for 2014 for an amount of \$872.00/month	Mid America Sanitation held the contract for 2014 for an amount of \$250 per pull for both the 30 yard dumpster and the 40 yard dumpster	



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: October 22, 2014

SUBJECT: Agenda Item – October 28, 2014
Agreement for Services for Improvements
Atkinson Municipal Airport
KDOT Project No. AV-2015-19

Attached you will find an agreement between the City of Pittsburg and H.W. Lochner, Inc. to provide engineering services required for performing field investigations and for design services for the following improvements at the Atkinson Municipal Airport:

1. Perform clearing and grubbing of trees within the Runway 16 approach area.
2. Prepare land disturbance permit and stormwater pollution prevention plan.
3. Coordinate with the US Army Corps of Engineers and complete Section 404 permitting.

They are proposing the following compensation schedule to perform these engineering services:

- A. DESIGN PHASE – GRANT INELIGIBLE
- | | |
|---------------------------------|---------------------|
| 1. Through 2. Design Phase..... | \$8,540.00 Lump Sum |
|---------------------------------|---------------------|
- B. ADMINISTRATIVE ASSISTANCE – GRANT INELIGIBLE
- | | |
|---|--------------------------|
| 1. Land Disturbance Permit and SWPPP..... | \$3,360.00 Lump Sum |
| 2. USACE Coordination and Section 404 Permit..... | \$3,570.00 Not-to-Exceed |
- C. BIDDING PHASE – GRANT ELIGIBLE
- | | |
|-----------------------|---------------------|
| 1. Bidding Phase..... | \$4,350.00 Lump Sum |
|-----------------------|---------------------|

MEMO TO: DARON HALL
OCTOBER 22, 2014
PAGE TWO

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, October 28, 2014. Action necessary will be approval or disapproval of the agreement and, if approved, authorize the Mayor to execute the agreement on behalf of the City of Pittsburg.

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

Attachment: H. W. Lochner Agreement

AGREEMENT FOR SERVICES
FOR IMPROVEMENTS TO THE
ATKINSON MUNICIPAL AIRPORT
PITTSBURG, KANSAS
KDOT PROJECT NO. AV-2015-19

THIS AGREEMENT made and entered into this _____ day of _____, 2014 by and between the City of Pittsburg, Kansas, with offices located at 201 West 4th Street, Pittsburg, Kansas, 66762, hereinafter referred to as the "Sponsor", and H.W. Lochner, Inc. (Lochner), with offices located at 903 East 104th Street, Suite 800, Kansas City, MO 64131-3451, hereinafter called the "Consultant."

WITNESSETH:

WHEREAS, the Sponsor is desirous of making the following improvements, hereinafter called the "Project", at the Atkinson Municipal Airport:

1. Perform Clearing and Grubbing of Trees Within the Runway 16 Approach Area as depicted on the attached Exhibit I.
2. Prepare Land Disturbance Permit and Storm Water Pollution Prevention Plan
3. Coordinate with the US Army Corps of Engineers and complete Section 404 permitting

WHEREAS, the Sponsor has agreed to employ the Consultant to provide the engineering services required for performing field investigations and for preparing designs, construction plans, contract documents/technical specifications, tabulation of construction quantities, engineer's opinion of probable construction cost and Project budget. The Consultant shall also assist the Sponsor with bidding and administrative services associated with waters of the United States determination and permitting. The Sponsor may add to this Agreement by Supplement the additional services for providing construction administration services for the proposed Project upon completion of the Design Services phase.

NOW, THEREFORE, in consideration of these premises and the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I
SCOPE OF SERVICES

The Consultant, in consideration of the payment as hereinafter specified on the part of the Sponsor, agrees to perform engineering services enumerated as follows:

The Consultant will produce designs, construction plans, contract documents/technical specifications, tabulation of construction quantities, and an opinion of probable construction costs and Project budget for the Project. The Consultant will assist the Sponsor with advertisement for obtaining construction bids, receipt of bids, and award of the construction contract.

All services will be performed in accordance with good engineering practice and applicable published design criteria of the Federal Aviation Administration (FAA), primarily FAA Advisory Circular 150/5300-13A "Airport Design", and Advisory Circular 150/5370-10F "Standards for Specifying Construction of Airports". The following is a detailed description of the specific services that are a duty of this Agreement.

A. DESIGN PHASE – GRANT INELIGIBLE

1. Preliminary Phase
 - a. Prepare Project scope and budget, and coordinate with Sponsor.
2. Design Phase
 - a. Prepare Construction Plans and Contract Documents/Technical Specifications for the proposed Project at the Atkinson Municipal Airport.
 - 1) Prepare Construction Plans, to include:
 - Title Sheet
 - General Airport Layout Plan
 - Construction Safety and Phasing Plan
 - General Notes and Summary of Quantities
 - Tree Clearing and Grubbing Site Plan
 - Erosion Control Plan and Details
 - Exhibit “A” Property Map
 - 2) Prepare Contract Documents/Technical Specifications that are in accordance with FAA criteria and satisfy project specific needs. The specifications shall be developed using FAA Advisory Circular 150/5370-10F and “Regional Modifications to Standards”.
 - 3) Calculate plan quantities and prepare preliminary engineers' opinion of probable construction cost and Project budget.
 - 4) Submit Preliminary (90%) Construction Plans, Contract Documents/Technical Specifications, engineer's opinion of probable construction cost, and Project budget to Sponsor (two [2] copies) and KDOT (one [1] copy), for review and approval.
 - 5) Finalize Construction Plans and Contract Documents/ Technical Specifications with consideration of preliminary (90%) review comments.
 - 6) Submit Final Construction Plans, Contract Documents/ Technical Specifications, final engineer's opinion of probable construction cost and Project budget to the Sponsor (two [2] copies) and KDOT (one [1] copy) for final approval and authorization to advertise.

B. ADMINISTRATIVE ASSISTANCE – GRANT INELIGIBLE

1. Land Disturbance Permit and SWPPP
 - a. Prepare Storm Water Pollution Prevention Plan (SWPPP) for the construction project to be retained on site. The purpose of the SWPPP is to ensure the design, implementation, management, and maintenance of Best Management Practices (BMPs) in order to reduce the amount of sediment and other pollutants in storm water discharges associated with the land disturbance activities comply with the Kansas Department of Health and Environment (KDHE) Standards, and ensure compliance with the terms and conditions of the general permit.
 - b. Assist the Sponsor in preparation of Notice of Intent land disturbance permit for submittal to KDHE.

2. USACE Permit and Coordination

- a. Coordinate with the US Army Corps of Engineers (USACE) regarding the clearing and grubbing riparian trees adjacent to First Cow Creek.
- b. If necessary, obtain a Section 404 permit to authorize temporary construction crossing of First Cow Creek and/or clearing of riparian trees.
- c. If requested by the USACE, conduct a site visit with the USACE to demonstrate the limits of clearing and grubbing.

C. **BIDDING PHASE – GRANT ELIGIBLE**

1. Bidding Phase

- a. Assist the Sponsor with advertisement for bids. The Consultant shall prepare the advertisement and send the "Notice to Bidders" to prospective contractors. (The Sponsor shall place the advertisement in the appropriate media.)
- b. Print and distribute Construction Plans and Contract Documents/Technical Specifications to plan holding houses and prospective Bidders.
- c. Answer questions and clarify points pertaining to the Construction Plans, Contract Documents and Technical Specifications during the bidding phase.
- d. Conduct the bid opening in Pittsburg, KS and assist the Sponsor with one receipt of bids.
- e. Tabulate and analyze bid results, prepare Project budget, and make recommendation of contract award.

**ARTICLE II
SPONSOR'S RESPONSIBILITIES**

The Sponsor, as a part of this Agreement, shall provide the following:

1. Arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform his/her services.
2. Assist in approvals and permits from all governmental entities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.
3. Designate in writing a person to act as Sponsor representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define Sponsor policies and decisions.
4. Give prompt written notice to the Consultant whenever Sponsor observes or knows of any development that affects the scope or timing of Consultant's services.
5. Pay publishing cost for advertisements of notices, public hearings, request for bids, and other similar items. The Sponsor shall pay for all permits and licenses that may be required by local, state or

federal authorities; and shall secure the necessary land, easements and rights-of-way required for the project.

- 6. One (1) copy of existing plans, reports, or other data the Sponsor may have on file with regard to this project.
- 7. Available information relating to environmental conditions at the property, including any permits, clearances, investigations, and remediation required for federal, state, and local agencies identified by environmental consultants for the Sponsor in currently available reports.

**ARTICLE III
TIME SCHEDULE**

The Consultant agrees to proceed with the services immediately upon receipt of a written Notice to Proceed (NTP) by the Sponsor and to employ such personnel as required to complete the Scope of Services in accordance with the following time schedule:

SCHEDULED PERFORMANCE IN CALENDAR DAYS

A. DESIGN PHASE – GRANT INELIGIBLE

- 1. Preliminary Phase As Required
- 2. Design Phase
 - a. Plans and Specifications
 - 4) Submit Preliminary Plans and Specifications 45 Calendar Days After
Receipt of Notice to Proceed
 - 6) Submit Final Plans and Specifications 15 Calendar Days After
Receipt of Review Comments for Item A.2.a.4)

B. ADMINISTRATIVE ASSISTANCE – GRANT INELIGIBLE

- 1. Land Disturbance Permit and SWPPP As Required
- 2. USACE Coordination and Section 404 Permit As Required

C. BIDDING PHASE – GRANT ELIGIBLE

- 1. Bidding Phase As Required

The schedule presented above does not include review time by the Sponsor or other interested agencies.

**ARTICLE IV
COMPENSATION**

The Sponsor agrees to compensate the Consultant for performing engineering services as described herein on the following basis:

COMPENSATION SCHEDULE

A. DESIGN PHASE – GRANT INELIGIBLE

1. through 2. Design Phase \$8,540.00 Lump Sum

B. ADMINISTRATIVE ASSISTANCE – GRANT INELIGIBLE

1. Land Disturbance Permit and SWPPP \$3,360.00 Lump Sum

2. USACE Coordination and Section 404 Permit \$3,570.00 Not-To-Exceed

C. BIDDING PHASE – GRANT ELIGIBLE

1. Bidding Phase \$4,350.00 Lump Sum

The Consultant shall not proceed with the services described herein until written authorization in the form of a Notice to Proceed is received from the Sponsor.

For Item A. Design Phase – Grant Ineligible, Item B. Administrative Assistance – Grant Ineligible, Task 1. Land Disturbance Permit and SWPPP, and Item C. Bidding Phase – Grant Eligible, partial payment will be made to the Consultant for those portions of the services completed. The Consultant shall submit to the Sponsor a monthly statement showing an estimate of completion, and the portion of compensation requested for each phase of the service. The request for partial payments will not be in excess of the value of the services completed at the time the statement is rendered.

The fixed payment to the Consultant for services outlined in Item B. Administrative Assistance – Grant Ineligible, Task 2. USACE Coordination and Section 404 Permit, shall be \$429.47, and the total payment to the Consultant shall not exceed \$3,570.00. For engineering services applicable to Item B. Administrative Assistance – Grant Ineligible, Task 2, the Consultant will submit monthly statements to the Sponsor for payroll costs times a factor for labor and general administrative overhead (2.8432) and all other expenses incurred on the Project. A pro rata share of the fixed payment in proportion of the statement amount to the not-to-exceed amount will be included on the monthly statement.

Progress payments shall be made to the Consultant within thirty (30) calendar days of receipt of proper billing statement.

**ARTICLE VI
MISCELLANEOUS PROVISIONS**

1. Change in Scope. The Scope of Services described herein shall be subject to modification or supplement upon the written Agreement of the contracting parties. Any such modification in the Scope of Services shall be incorporated in this Agreement by Supplemental Agreement executed by both parties.

2. Ownership of Drawings and Contract Documents. Original documents, tracings, plans specifications and maps prepared or obtained under the terms of the Contract shall be delivered to and become the property of the Sponsor and basic survey notes and sketches, charts, computations, and other data shall be made available upon request by the Sponsor without restriction or limitation on their use. In the event any of the above documents are re-used by the Sponsor, the nameplates will be removed and the Consultant will be released and held harmless of subsequent liabilities. There shall be no legal limitations upon the Sponsor in the subsequent use of plans or ideas developed in this project and incorporated in the preliminary or final reports or plans for the subsequent preparation of construction plans.

3. Electronically Produced Documents. Electronically produced documents will be submitted in data files compatible with AutoCAD Release 2011. The Consultant makes no warranty as to the compatibility of the data files beyond the above specified hardware and release or version of the stated software.

Because data stored on electronic media can deteriorate undetected or be modified without the Consultant's knowledge, the electronic data files submitted to the Sponsor or other Agencies will have an acceptance period of thirty (30) days. If during that period the Sponsor or other Agencies find any errors or omissions in the files, the Consultant will correct the errors or omissions as a part of the basic Agreement. The Consultant will not be responsible for maintaining copies of the submitted electronic data files after the acceptance period.

Any changes requested after the acceptance period will be considered additional services for which the Consultant shall be reimbursed including the cost of materials.

The data on the electronic media shall not be considered the Consultant's instrument of service. Only the submitted hard copy documents will be considered the instrument of service. The Consultant's nameplate shall be removed from all electronic media provided to the Sponsor or other Agencies.

4. Engineer's Opinion of Probable Project Cost and Construction Cost. Since the Consultant has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s) methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Cost and Construction Cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but the Consultant cannot and does not guarantee that proposals, bids or actual Project or Construction Cost will not vary from opinions of probable cost prepared by him. However, the Consultant represents that he will use reasonable engineering care and judgment commonly exercised by an engineer in the same or similar circumstances in making and transmitting such cost estimates to the Sponsor.
5. Remedies. In the event of a claim, dispute and other matters in question arising out of or relating to this Agreement or the services to be rendered hereunder, the Consultant and the Sponsor agree to attempt to resolve such disputes in the following manner:

First, the parties agree to attempt to resolve such claims, disputes and other matters in question through direct negotiations between the appropriate representatives of each party.

Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining claim, dispute or other matter in question by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties.

Third, if the claim, dispute or other matter in question, or any issues remain unresolved after the above steps, then such unresolved issues may, with the consent of both parties, be settled by binding arbitration in accordance with the rules of the American Arbitration Association current as of the date of this Agreement then pertaining.

6. Insurance. The Consultant shall procure and maintain at its expense during the effective period of this Contract the following insurance from insurance companies authorized to do business in Kansas covering all operations and services under this Contract performed by Engineer.

- a. Workers' Compensation Insurance in accordance with the provisions of the Kansas Workers' Compensation Act.
- b. Commercial General Liability in amounts not less than \$1 million combined single limit per occurrence and \$1 million aggregate for bodily injury, personal injury and property damage with endorsements to include broad form contractual, and broad form property damage.
- c. Automobile Liability, Bodily Injury and Property Damage with a limit of \$1 Million for occurrence, combined single limit including owned, hired and non-owned autos.
- d. Professional Liability Insurance in amounts not less than \$1 million per claim and annual aggregate.

If requested, the Consultant shall furnish to the Sponsor a certificate or certificates of insurance showing compliance with this paragraph.

- 7. Liability. Each party will defend and indemnify and hold harmless the other party from and against third party claims for liability, damage, loss, costs and expenses, including attorney's fees, on account of injury or damage to persons or property occurring on or occasioned by facilities owned or controlled by such indemnifying party, unless such injury or damage resulted from the sole negligence of the other party. In the event negligence is attributable to both parties, each party shall be responsible for the resulting damages attributable to the negligence of such party whether such proportionate share is arrived at through agreement between the parties or as a result of litigation.
- 8. Force Majeure. Any delay or failure of Consultant in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God, war, riot, strike, fire, storm, flood, windstorm, discovery or uncovering of hazardous or toxic materials or causes beyond the reasonable control of Consultant, provided that prompt written notice of such delay or suspension be given by Consultant to the Sponsor. Upon receipt of said notice, if necessary, the time for performing shall be extended for a period of time reasonably necessary to overcome the effect of such delays and Consultant shall be reimbursed for the cost of such delays.
- 9. Binding Upon Successors. This Agreement shall be binding upon the undersigned parties, their successors, partners, assigns, and legal representatives.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers on the day and year first above-written.

<p>ATTEST:</p> <p>By: _____</p> <p>Title: _____</p>	<p>SPONSOR: CITY OF PITTSBURG, KANSAS</p> <p>By: _____</p> <p>Title: _____</p>
<p>ATTEST:</p> <p>By: <u>Matthew J. Jacobs</u> Matthew J. Jacobs, P.E.</p> <p>Title: <u>Associate Vice President</u></p>	<p>CONSULTANT: H.W. LOCHNER, INC.</p> <p>By: <u>Steven D. Harris</u> Steven D. Harris, P.E.</p> <p>Title: <u>Vice-President, Gen. Aviation Director</u></p>



EXHIBIT I – PROPOSED TREE CLEARING AREA

DERIVATION OF CONSULTANT PROJECT COSTS

PERFORM CLEARING AND GRUBBING OF TREES WITHIN RUNWAY 16 APPROACH AREA

KDOT PROJECT NO. AV-2015-19
ATKINSON MUNICIPAL AIRPORT
PITTSBURG, KANSAS

KDOT GRANT INELIGIBLE DESIGN SERVICES

September 11, 2014

1. DIRECT SALARY COSTS:

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Principal	1	\$60.00	\$ 60.00
Project Manager	8	\$55.00	\$ 440.00
Design Engineer II	14	\$37.00	\$ 518.00
Design Engineer I	18	\$33.00	\$ 594.00
Technician	34	\$24.00	\$ 816.00
Environmental Scientist	0	\$28.00	\$ -
Administrative Asst.	8	\$20.00	\$ 160.00
Total Direct Salary Costs			= \$ 2,588.00

2. LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @ 184.32% = \$ 4,770.20

3. SUBTOTAL:

Items 1 and 2 = \$ 7,358.20

4. PROFIT:

15% of Item 3 Subtotal = \$ 1,103.73

Subtotal of Items 3 and 4 \$ 8,461.93

5. OUT-OF-POCKET EXPENSES:

a. Mileage 0 miles @\$0.56/mile = \$ -
b. Lunch 0 @ \$12.00/lunch = \$ -
c. Motel 0 days @ \$70.00/day = \$ -
d. Mailing/Shipping Expenses = \$ 60.00
e. Materials & Supplies = \$ 18.07

Total Out-of-Pocket Expenses = \$ 78.07

6. SUBCONTRACT COST:

\$ -

7. TOTAL COST (ITEMS 3, 4, 5, AND 6):

\$ 8,540.00 Lump Sum Fee

10/22/14
SDH

DERIVATION OF CONSULTANT PROJECT COSTS

PERFORM CLEARING AND GRUBBING OF TREES WITHIN RUNWAY 16 APPROACH AREA

KDOT PROJECT NO. AV-2015-19
ATKINSON MUNICIPAL AIRPORT
PITTSBURG, KANSAS

KDOT GRANT INELIGIBLE LAND DISTURBANCE PERMIT AND SWPPP

October 2, 2014

1. DIRECT SALARY COSTS:

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Principal	0	\$60.00	\$ -
Project Manager	3	\$55.00	\$ 165.00
Design Engineer II	5	\$37.00	\$ 185.00
Design Engineer I	0	\$33.00	\$ -
Technician	0	\$24.00	\$ -
Environmental Scientist	22	\$28.00	\$ 616.00
Administrative Asst.	3	\$20.00	\$ 60.00

Total Direct Salary Costs = \$ 1,026.00

2. LABOR AND GENERAL ADMINISTRATIVE OVERHEAD

Percentage of Direct Salary Costs @ 184.32% = \$ 1,891.12

3. SUBTOTAL:

Items 1 and 2 = \$ 2,917.12

4. PROFIT:

15% of Item 3 Subtotal = \$ 437.57

Subtotal of Items 3 and 4 \$ 3,354.69

5. OUT-OF-POCKET EXPENSES:

a. Mileage	0	miles @ \$0.56/mile	= \$ -
b. Lunch	0	@ \$12.00/lunch	= \$ -
c. Motel	0	days @ \$70.00/day	= \$ -
d. Mailing/Shipping Expenses			= \$ -
e. Materials & Supplies			= \$ 5.31

Total Out-of-Pocket Expenses = \$ 5.31

6. SUBCONTRACT COST:

\$ -

7. TOTAL COST (ITEMS 3, 4, 5, AND 6):

\$ 3,360.00 Lump Sum Fee

DERIVATION OF CONSULTANT PROJECT COSTS

PERFORM CLEARING AND GRUBBING OF TREES WITHIN RUNWAY 16 APPROACH AREA

KDOT PROJECT NO. AV-2015-19
ATKINSON MUNICIPAL AIRPORT
PITTSBURG, KANSAS

KDOT GRANT INELIGIBLE USACE COORDINATION AND PERMITTING

October 2, 2014

1. DIRECT SALARY COSTS:

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Principal	0	\$60.00	\$ -
Project Manager	5	\$55.00	\$ 275.00
Design Engineer II	0	\$37.00	\$ -
Design Engineer I	0	\$33.00	\$ -
Technician	0	\$24.00	\$ -
Environmental Scientist	24	\$28.00	\$ 672.00
Administrative Asst.	3	\$20.00	\$ 60.00

Total Direct Salary Costs = \$ 1,007.00

2. LABOR AND GENERAL ADMINISTRATIVE OVERHEAD

Percentage of Direct Salary Costs @ 184.32% = \$ 1,856.10

3. SUBTOTAL:

Items 1 and 2 = \$ 2,863.10

4. PROFIT:

15% of Item 3 Subtotal = \$ 429.47

Subtotal of Items 3 and 4 \$ 3,292.57

5. OUT-OF-POCKET EXPENSES:

a. Mileage	480	miles @ \$0.56/mile	= \$ 268.80
b. Lunch	0	@ \$12.00/lunch	= \$ -
c. Motel	0	days @ \$70.00/day	= \$ -
d. Mailing/Shipping Expenses			= \$ -
e. Materials & Supplies			= \$ 8.63

Total Out-of-Pocket Expenses = \$ 277.43

6. SUBCONTRACT COST:

\$ -

7. TOTAL COST (ITEMS 3, 4, 5, AND 6):

\$ 3,570.00 Not-To-Exceed

10/22/14
SDH

DERIVATION OF CONSULTANT PROJECT COSTS

PERFORM CLEARING AND GRUBBING OF TREES WITHIN RUNWAY 16 APPROACH AREA

KDOT PROJECT NO. AV-2015-19
ATKINSON MUNICIPAL AIRPORT
PITTSBURG, KANSAS

KDOT GRANT ELIGIBLE BIDDING SERVICES

September 11, 2014

1. DIRECT SALARY COSTS:

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Principal	0	\$60.00	\$ -
Project Manager	11	\$55.00	\$ 605.00
Design Engineer II	7	\$37.00	\$ 259.00
Design Engineer I	8	\$33.00	\$ 264.00
Technician	4	\$24.00	\$ 96.00
Environmental Scientist	0	\$28.00	\$ -
Administrative Asst.	3	\$20.00	\$ 60.00

Total Direct Salary Costs = \$ 1,284.00

2. LABOR AND GENERAL ADMINISTRATIVE OVERHEAD

Percentage of Direct Salary Costs @ 184.32% = \$ 2,366.67

3. SUBTOTAL:

Items 1 and 2 = \$ 3,650.67

4. PROFIT:

15% of Item 3 Subtotal = \$ 547.60

Subtotal of Items 3 and 4 \$ 4,198.27

5. OUT-OF-POCKET EXPENSES:

a. Mileage	230	miles @ \$0.56/mile	= \$ 128.80
b. Lunch	1	@ \$12.00/lunch	= \$ 12.00
c. Motel	0	days @ \$70.00/day	= \$ -
d. Mailing/Shipping Expenses			= \$ -
e. Materials & Supplies			= \$ 10.93

Total Out-of-Pocket Expenses = \$ 151.73

6. SUBCONTRACT COST:

\$ -

7. TOTAL COST (ITEMS 3, 4, 5, AND 6):

\$ 4,350.00 Lump Sum Fee

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	10/10/2014			173812		
C-CHECK	VOID CHECK	V	10/10/2014			173813		
C-CHECK	VOID CHECK	V	10/10/2014			173818		
C-CHECK	VOID CHECK	V	10/10/2014			173828		
C-CHECK	VOID CHECK	V	10/10/2014			173829		
C-CHECK	VOID CHECK	V	10/10/2014			173830		
C-CHECK	VOID CHECK	V	10/10/2014			173833		
C-CHECK	VOID CHECK	V	10/10/2014			173834		
C-CHECK	VOID CHECK	V	10/10/2014			173835		

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	9	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
	9	0.00	0.00	0.00
BANK: * TOTALS:	9	0.00	0.00	0.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2535	JIMMY ALEXANDER	R	10/10/2014			173810		36.00
0523	AT&T	R	10/10/2014			173811		3,790.41
6891	JORDAN M BROWN	R	10/10/2014			173814		60.00
5506	MIKE E BROWN	R	10/10/2014			173815		60.00
5759	COMMUNITY HEALTH CENTER OF SEK	R	10/10/2014			173816		750.00
4263	COX COMMUNICATIONS KANSAS LLC	R	10/10/2014			173817		1,563.49
7151	TOTALFUNDS BY HASLER	R	10/10/2014			173819		1,500.00
1	HASTINGS, EMILY	R	10/10/2014			173820		500.00
1	JAMES, BEN	R	10/10/2014			173821		16.25
0225	KDOR	R	10/10/2014			173822		10,414.31
1	KUTZ, JOHN	R	10/10/2014			173823		800.00
1554	LITTLE BALKANS FESTIVAL	R	10/10/2014			173824		200.00
6957	U.S. BANK	R	10/10/2014			173825		261.77
0349	UNITED WAY OF CRAWFORD COUNTY	R	10/10/2014			173826		88.25
5589	VERIZON WIRELESS SERVICES, LLC	R	10/10/2014			173827		6,098.38
2350	WASTE CORPORATION OF MISSOURI	R	10/10/2014			173831		26.78
1108	WESTAR ENERGY	R	10/10/2014			173832		112,228.65
5371	PITTSBURG FAMILY YMCA	R	10/10/2014			173836		125.98
7245	VALMONT COATINGS-OKLAHOMA GALV	R	10/13/2014			173845		1,310.50
5620	CRAWFORD COUNTY ABSTRACT CO IN	R	10/13/2014			173846		17,500.00
4263	COX COMMUNICATIONS KANSAS LLC	R	10/17/2014			173847		73.33
1	CUTSHAW TOW	R	10/17/2014			173848		169.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7147	DETCO INDUSTRIES, INC	R	10/17/2014			173849		240.85
6778	MICHAEL GRAY	R	10/17/2014			173850		199.36
1	HANSON, BRYAN	R	10/17/2014			173851		175.00
1	HARVEY, JUSTIN	R	10/17/2014			173852		175.00
1	HOLSINGER, KAREN	R	10/17/2014			173853		45.00
2877	KDHE - BUREAU OF WATER	R	10/17/2014			173854		1,110.00
6837	JOHN KETTERMAN	R	10/17/2014			173855		199.36
7244	BRANDON MLEKUS	R	10/17/2014			173856		60.00
1	MONTELONGO, URBANO	R	10/17/2014			173857		220.00
1	NICKLE, KAYLA	R	10/17/2014			173858		30.00
1	PSU ACCOUNT #241-7000801	R	10/17/2014			173859		647.00
1	PSU DRAMATICS	R	10/17/2014			173860		150.00
0175	REGISTER OF DEEDS	R	10/17/2014			173861		16.00
0175	REGISTER OF DEEDS	R	10/17/2014			173862		7.00
1	WELLS, LONNIE	R	10/17/2014			173863		37.13
1108	WESTAR ENERGY	R	10/17/2014			173864		2,540.04
2004	AIRE-MASTER OF AMERICA, INC.	R	10/21/2014			173865		15.91
6706	APAC-MISSOURI INC	R	10/21/2014			173866		6,419.22
1	AYERS, JAMES	R	10/21/2014			173867		70.00
7246	BEACHNER SEED COMPANY	R	10/21/2014			173868		975.00
6545	CENTER POINT INC	R	10/21/2014			173869		160.34
5857	CREATIVE PRODUCT SOURCING INC	R	10/21/2014			173870		801.55

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0118	FED EX	R	10/21/2014			173871		34.99
6740	FELD FIRE	R	10/21/2014			173872		63.00
6358	FIRE X INC	R	10/21/2014			173873		75.00
6923	HUGO'S INDUSTRIAL SUPPLY INC	R	10/21/2014			173874		214.38
6656	KNIPP EQUIPMENT INC	R	10/21/2014			173875		612.00
7190	LEXISNEXIS RISK DATA MANAGEMEN	R	10/21/2014			173876		360.00
1571	LOY, SAGEHORN, & HARDING, LLC	R	10/21/2014			173877		186.00
7167	MAILFINANCE, INC	R	10/21/2014			173878		747.63
6308	PITTSBURG TITLE LLC	R	10/21/2014			173879		100.00
6571	ROUTE 66 ELECTRIC, LLC	R	10/21/2014			173880		25.50
4839	VAN BECELAERE MACHINE WORKS, I	R	10/21/2014			173881		500.00
0046	ETTINGERS OFFICE SUPPLY	E	10/15/2014			999999		1,324.00
0055	JOHN'S SPORT CENTER	E	10/15/2014			999999		339.99
0062	LINDSEY SOFTWARE SYSTEMS, INC.	E	10/15/2014			999999		1,811.00
0084	INTERSTATE EXTERMINATOR, INC.	E	10/15/2014			999999		405.00
0087	FORMS ONE, LLC	E	10/15/2014			999999		68.00
0101	BUG-A-WAY INC	E	10/15/2014			999999		100.00
0105	PITTSBURG AUTOMOTIVE INC	E	10/15/2014			999999		1,375.81
0112	MARRONES INC	E	10/15/2014			999999		428.70
0116	DANIEL E BRADEN	E	10/15/2014			999999		293.81
0117	THE MORNING SUN	E	10/15/2014			999999		378.42
0128	VIA CHRISTI HOSPITAL	E	10/15/2014			999999		1,372.41

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0129	PROFESSIONAL ENGINEERING CONSU	E	10/15/2014			999999		3,325.88
0135	PITTSBURG AREA CHAMBER OF COMM	E	10/15/2014			999999		24,250.00
0142	HECKERT CONSTRUCTION CO INC	E	10/15/2014			999999		2,816.45
0154	BLUE CROSS & BLUE SHIELD	D	10/10/2014			999999		20,751.72
0154	BLUE CROSS & BLUE SHIELD	D	10/17/2014			999999		31,090.96
0194	KANSAS STATE TREASURER	E	10/08/2014			999999		462,894.58
0194	KANSAS STATE TREASURER	E	10/15/2014			999999		5,524.05
0199	KIRKLAND WELDING SUPPLIES	E	10/15/2014			999999		4.50
0224	KDOR	D	10/08/2014			999999		2,882.62
0224	KDOR	D	10/09/2014			999999		3,748.97
0289	TITLEIST	E	10/15/2014			999999		1,240.32
0292	UNIFIRST CORPORATION	E	10/15/2014			999999		54.70
0294	COPY PRODUCTS, INC.	E	10/15/2014			999999		1,674.00
0300	PITTSBURG FORD-MERCURY, INC.	E	10/15/2014			999999		147.78
0306	CASTAGNO OIL CO INC	E	10/15/2014			999999		789.30
0312	HACH COMPANY, INC	E	10/15/2014			999999		743.86
0321	KP&F	D	10/10/2014			999999		40,551.90
0328	KANSAS ONE-CALL SYSTEM, INC	E	10/15/2014			999999		295.20
0329	O'MALLEY IMPLEMENT CO INC	E	10/15/2014			999999		62.79
0337	CROSS-MIDWEST TIRE	E	10/15/2014			999999		1,447.79
0347	LYNN'S QUICK LUBE	E	10/15/2014			999999		47.45
0375	CONVENIENT WATER COMPANY	E	10/15/2014			999999		145.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0434	UNITED LABORATORIES	E	10/15/2014			999999		158.40
0444	ROBERT BRENT LINDER	E	10/15/2014			999999		5,040.40
0525	3M	E	10/15/2014			999999		91.00
0534	TYLER TECHNOLOGIES INC	E	10/15/2014			999999		390.00
0589	BERRY TRACTOR & EQUIPMENT	E	10/15/2014			999999		1,758.29
0597	MIDWEST MINERALS INC	E	10/15/2014			999999		946.39
0636	SAM BROWN & SON SHEET METAL	E	10/15/2014			999999		20.00
0650	HOME CENTER CONSTRUCTION	E	10/15/2014			999999		20,840.00
0709	PURVIS INDUSTRIES LTD	E	10/15/2014			999999		68.28
0728	ICMA	D	10/10/2014			999999		948.93
0746	CDL ELECTRIC COMPANY INC	E	10/15/2014			999999		2,506.85
1030	FREDDY VAN'S INC	E	10/15/2014			999999		300.00
1050	KPERS	D	10/10/2014			999999		33,708.49
1165	NATIONAL BAND & TAG CO	E	10/15/2014			999999		109.13
1478	KANSASLAND TIRE OF PITTSBURG	E	10/15/2014			999999		2,097.99
1490	ESTHERMAE TALENT	E	10/15/2014			999999		50.00
1631	EVERYTHING SEW SEW	E	10/15/2014			999999		195.00
1792	B&L WATERWORKS SUPPLY, LLC	E	10/15/2014			999999		4,825.85
2035	O'BRIEN ROCK CO., INC.	E	10/15/2014			999999		12,630.94
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	10/15/2014			999999		1,992.96
2767	BRENNTAG SOUTHWEST, INC	E	10/15/2014			999999		1,710.00
2825	KANSAS DEPT OF ADMINISTRATION	E	10/15/2014			999999		636.31

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2960	PACE ANALYTICAL SERVICES INC	E	10/15/2014			999999		1,212.00
3248	AIRGAS USA LLC	E	10/15/2014			999999		92.12
3261	PITTSBURG AUTO GLASS	E	10/15/2014			999999		140.00
3571	LARRY'S DIESEL REPAIR LLC	E	10/15/2014			999999		974.40
3802	BRENNTAG MID-SOUTH INC	E	10/15/2014			999999		721.68
4072	MERCHANT E-SOLUTIONS	D	10/08/2014			999999		325.11
4307	HENRY KRAFT, INC.	E	10/15/2014			999999		44.20
4354	LIFESTYLE LEASING INC	E	10/15/2014			999999		2,400.00
4390	SPRINGFIELD JANITOR SUPPLY, IN	E	10/15/2014			999999		319.59
4624	COVERT ELECTRIC MACHINERY, INC	E	10/15/2014			999999		964.00
4638	SOUND PRODUCTS	E	10/15/2014			999999		47.74
5014	MID-AMERICA SANITATION	E	10/15/2014			999999		150.00
5015	IN THE GARDEN, LLC	E	10/15/2014			999999		1,466.47
5185	FERGUSON ENTERPRISES INC	E	10/15/2014			999999		6,318.30
5295	SPRINGFIELD BLUEPRINT	E	10/15/2014			999999		105.30
5552	NATIONAL SIGN CO INC	E	10/15/2014			999999		683.27
5904	TASC	D	10/10/2014			999999		7,375.99
6175	HENRY C MENGHINI	E	10/15/2014			999999		446.40
6203	SOUTHWEST PAPER CO INC	E	10/15/2014			999999		12.59
6214	PITT PLASTICS INC	E	10/15/2014			999999		63.72
6415	VOYA FINANCIAL ADVISORS	D	10/10/2014			999999		3,535.00
6711	TRI-STATE ASPHALT INC	E	10/15/2014			999999		872.91

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6718	NATIONAL SCREENING BUREAU	E	10/15/2014			999999		109.50
6952	ADP INC	D	10/17/2014			999999		2,632.05
7023	BLEVINS ASPHALT CONSTRUCTION C	E	10/15/2014			999999		44,218.84
7118	SP DESIGN & MFG, INC	E	10/15/2014			999999		982.54
7240	JAY HATFIELD CERTIFIED USED CA	E	10/15/2014			999999		177.63
7243	EXPERITEC, INC	E	10/15/2014			999999		677.63

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	55	174,785.36	0.00	174,785.36
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	11	147,551.74	0.00	147,551.74
EFT:	72	632,930.18	0.77CR	632,929.41
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: 80144	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
		138	955,267.28	0.77CR	955,266.51
BANK: 80144	TOTALS:	138	955,267.28	0.77CR	955,266.51

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0105	PITTSBURG AUTOMOTIVE INC	E	10/20/2014			999999		22.08
0253	TAMARA N NAGEL	E	10/20/2014			999999		199.36
0317	KUNSHEK CHAT & COAL CO, INC.	E	10/20/2014			999999		777.20
0345	VICTOR L PHILLIPS CO	E	10/20/2014			999999		86,228.00
0422	HIGHSMITH, LLC	E	10/14/2014			999999		119.38
0516	AMERICAN CONCRETE CO INC	E	10/14/2014			999999		510.50
0516	AMERICAN CONCRETE CO INC	E	10/20/2014			999999		2,578.00
0577	KANSAS GAS SERVICE	E	10/14/2014			999999		9,779.35
0746	CDL ELECTRIC COMPANY INC	E	10/14/2014			999999		510.18
0806	JOHN L CUSSIMANIO	E	10/14/2014			999999		253.00
1299	STRUHEL ELECTRIC INC	E	10/16/2014			999999		9,994.14
1712	CHUCK MUNSELL	E	10/20/2014			999999		199.36
1733	BOYD METALS OF JOPLIN INC	E	10/20/2014			999999		113.20
2352	DONNA PASHIA	E	10/20/2014			999999		579.25
2841	KDHE	E	10/14/2014			999999		500.00
2921	DP2 BILLING SOLUTIONS, LLC	E	10/14/2014			999999		5,802.34
3142	COMMUNITY MENTAL HEALTH CENTER	E	10/14/2014			999999		150.00
4307	HENRY KRAFT, INC.	E	10/14/2014			999999		183.76
4711	PENGUIN RANDOM HOUSE, LLC	E	10/14/2014			999999		52.50
6528	GALE GROUP/CENGAGE	E	10/14/2014			999999		251.28
6577	GREENSPRO INC	E	10/20/2014			999999		3,420.00
6816	DEFFENBAUGH OF ARKANSAS LLC	E	10/20/2014			999999		932.21

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7028	MATTHEW L. FRYE	E	10/20/2014			999999		400.00

* * 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:	23	123,555.09	0.00	123,555.09
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: EFT	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			23	123,555.09	0.00	123,555.09
BANK: EFT	TOTALS:		23	123,555.09	0.00	123,555.09
REPORT TOTALS:			170	1,078,822.37	0.77CR	1,078,821.60

Passed and approved this 28th day of October, 2014.

Monica Murnan, Mayor

ATTEST:

Tammy Nagel, City Clerk

October 17, 2014

City Commissioners
City of Pittsburg, KS
PO Box 688
Pittsburg, KS 66762

Re: Petition and Consent to Annexation

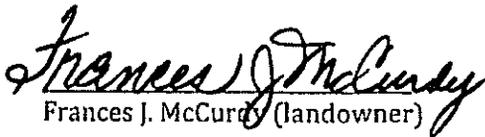
Dear City Commissioners:

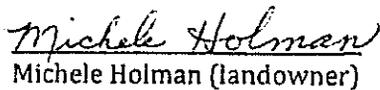
Please accept this letter as a Petition and Consent to annexation of the land located on the northwest corner of the intersection of Highway 69 and Highway 400 into the city of Pittsburg, Kansas. A legal description of the land in question is provided in Exhibit A, which is attached hereto and made a part of this Petition.

We are submitting this Petition as the landowners pursuant to K.S.A. 12-520c and we respectfully request that this Petition and Consent to annexation be placed on the next regularly scheduled City Commission meeting, which we believe is currently scheduled for October 28, 2014.

Thank you very much for considering this request. We are excited about this opportunity and the potential growth that it will be bring to Pittsburg and the surrounding communities.

Sincerely,


Frances J. McCurdy (landowner)


Michele Holman (landowner)

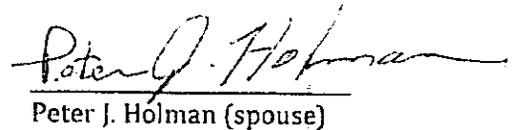

Peter J. Holman (spouse)

EXHIBIT "A"

The land referred to herein is described as follows:

Located in the County of Crawford State of Kansas:

The Southeast Quarter (SE 1/4) of Section Eighteen (18), Township Thirty One (31) South, Range Twenty Five (25) East of the Sixth Principal Meridian, according to the United States Government Survey thereof;

EXCEPT that part thereof condemned for State Highway Purposes as evidence by proceedings in the District Court of Crawford County, Kansas, sitting at Pittsburg, in Case No. 15669 and described in parcels Number 31 and 32 thereof, as follows:

31) A tract of land for Highway Right of Way lying in part of the West Half of the Southeast Quarter of Section 18, Township 31 South, Range 25 East described as follows: Beginning at the Southwest corner of said Quarter Section; Thence North 48.4 feet; Thence in an Easterly direction 1000.5 feet to a point 52.8 feet North of the South line of said Quarter Section; Thence South 52.8 feet to the South line of said Quarter Section; Thence West along said South line to the place of beginning.

32) A tract of land for Highway Right of Way lying in part of the Southeast Quarter of Section 18, Township 31 South, Range 25 East described as follows: Beginning at the Southeast corner of said Quarter Section; Thence North 300 feet; Thence West 30 feet; Thence in a Southwesterly direction to a point 58.7 feet North and 300 feet West of said Southeast corner; Thence in a Westerly direction to a point 52.8 feet North and 1000.5 feet East of the Southwest corner of said Quarter Section; Thence South 52.8 feet to the South line of said Quarter Section; Thence East along said South line to the place of beginning.

ALSO EXCEPT that part thereof condemned for State Highway purposes as evidenced by proceedings in the District Court of Crawford County, Kansas, sitting at Pittsburg, in Case Co. 19442, and described in Tract Number 3 thereof as follows:

Revised a tract of land for Highway Right of Way in the Southeast Quarter of Section 18, Township 31 South, Range 25 East described as follows: Beginning at the Southeast corner of said Quarter Section; First course, Thence West along the South line of said Quarter Section 300.00 feet; Section Course, Thence North 58.7 feet; Third Course, Thence Northeasterly 227.3 feet to a point 132.4 feet West and 211.1 feet North of said Southeast corner; Fourth Course, Thence North 226.4 feet to a point 126.3 feet West of the East line of said Quarter Section; Fifth Course, Thence Northerly on a curve of 3719.83 feet Radius to the left, 1568.93 feet to a point 447.3 feet West and 643.8 feet South of the Northeast corner of said Quarter Section; Sixth Course, Thence Northwesterly to a point on the North line 738.8 feet West of said Northeast corner; Seventh Course, Thence East along said North line 219.9 feet; Eighth Course, Thence Southeasterly on an angle of 65 degrees 26 minutes to the Right 929.5 feet; Ninth Course, Thence Northeasterly 144.9 feet more or less, to a point on said East line 795.8 feet South of said Northeast corner; Tenth Course, thence South along said East line to the place of beginning. Together with the abutter's rights of access appurtenant to the remaining property, in and to said Highway hereinabove described, EXCEPT and Reserving, However, unto owners of abutting land, their successors and assigns, the right of access to said Highway for the purpose of a farm entrance over and across the following described course: Beginning 1208.8 feet Northerly from the beginning of said "Fifth" course and extending Northerly 30.0 feet."

ALSO EXCEPT that part thereof bounded and described as follows:

Beginning at a point Five Hundred Eighty Eight and Eight Tenths (588.8) feet South of the Northeast corner of said Southeast Quarter of Section Eighteen (18), and running Thence West Two Hundred Fifty five (255) feet, more or less, to the East Right of Way line of the State Highway as described Parcel Number 3(a) revised of Highway Condemnation Case Number 19442 in the District Court of Crawford County, Kansas, sitting at Pittsburg; Thence Southeasterly along said Right of Way line, Two Hundred Eighty Five (285) feet, more or less, to the end of the Eighth Course as described in said Parcel Number 3(a) Revised; Thence Northeasterly, along said Highway Right of Way line, One Hundred Forty Four and Nine Tenths (144.9) feet, more or less, to a point in the East line of said Section, Seven Hundred Ninety Five and Eight Tenths (795.8) feet South of the Northeast corner of the said Southeast Quarter of Section Eighteen (18); Thence North Two Hundred Seven (207) feet to the point of beginning.

ALSO EXCEPT that part thereof bounded and described as follows:

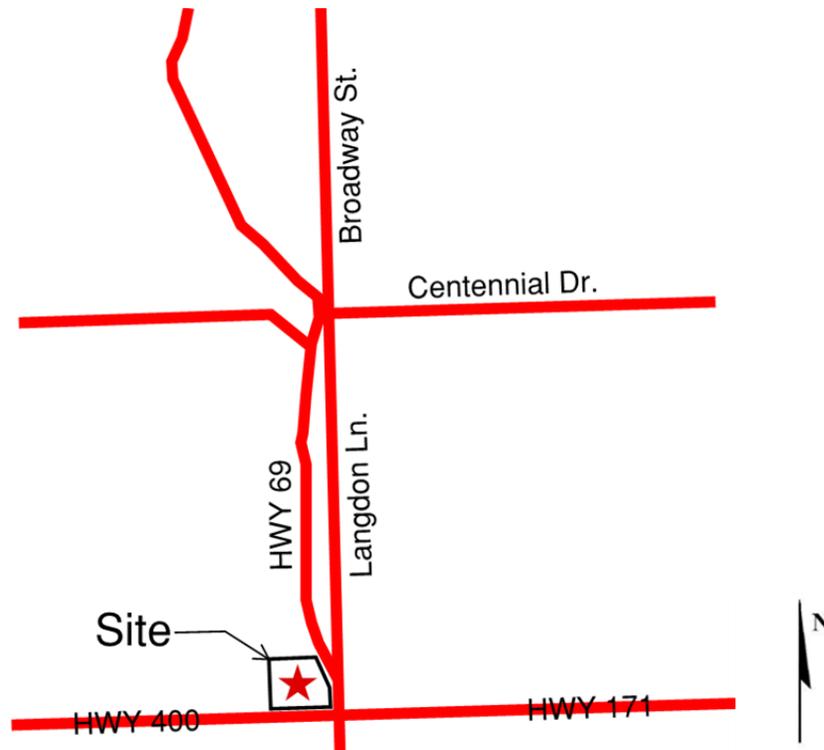
Beginning at the Northeast corner of the Northeast Quarter (NE 1/4) of the said Southeast Quarter (SE 1/4); Thence South 588.8 feet; Thence West and parallel to the North line of said Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) 255.0 feet to the Easterly Right of Way line of U.S. 69 Highway By-Pass, as described in Parcel Number 3(a) revised of Highway Condemnation Case No. 19442 in the District Court of Crawford County, Kansas, sitting at Pittsburg; Thence Northwesterly along the said Right of Way line 644.5 feet to the North line of said Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4); Thence East 518.9 feet to the point of beginning.

ALSO EXCEPT a Thirty (30) foot Wide Right of Way Existing on the East Boundary of the above-described property, the same being Thirty (30) feet from and running parallel to the full length of said East Boundary, in favor of the County of Crawford, State of Kansas, for Roadway purposes, said Roadway being commonly known as Langdon Lane.

Resolution of Intent to Annex

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PITTSBURG, KANSAS:

The City of Pittsburg, Kansas, hereby gives notice that it intends to annex the real estate owned by Frances J. McCurdy, Michele Holman and Peter J. Holman, in Crawford County, Kansas, described in the following sketch:



and more particularly described as follows:

The Southeast Quarter (SE 1/4) of Section Eighteen (18), Township Thirty One (31) South, Range Twenty Five (25) East of the Sixth Principal Meridian, according to the United States Government Survey thereof; EXCEPT that part thereof condemned for State Highway Purposes as evidence by proceedings in the District Court of Crawford County, Kansas, sitting at Pittsburg, in Case No. 15669 and described in parcels Number 31 and 32 thereof, as follows: 31) A tract of land for Highway Right of Way lying in part of the West Half of the Southeast Quarter of Section 18, Township 31 South, Range 25 East described as follows: Beginning at the Southwest corner of said Quarter Section; Thence North 48.4 feet; Thence in an Easterly direction 1000.5 feet to a point 52.8 feet North of the South line of said Quarter Section; Thence South 52.8 feet to the South line of said Quarter Section; Thence West along said South line to the place of beginning. 32) A tract of land for Highway Right of Way lying in part of the Southeast Quarter of Section 18, Township 31 South, Range 25 East described as follows:

Beginning at the Southeast corner of said Quarter Section; Thence North 300 feet; Thence West 30 feet; Thence in a Southwesterly direction to a point 58.7 feet North and 300 feet West of said Southeast corner; Thence in a Westerly direction to a point 52.8 feet North and 1000.5 feet East of the Southwest corner of said Quarter Section; Thence South 52.8 feet to the South line of said Quarter Section; Thence East along said South line to the place of beginning.

ALSO EXCEPT that part thereof condemned for State Highway purposes as evidenced by proceedings in the District Court of Crawford County, Kansas, sitting at Pittsburg, in Case Co. 19442, and described in Tract Number 3 thereof as follows: Revised a tract of land for Highway Right of Way in the Southeast Quarter of Section 18, Township 31 South, Range 25 East described as follows: Beginning at the Southeast corner of said Quarter Section; First course, Thence West along the South line of said Quarter Section 300.00 feet; Section Course, Thence North 58.7 feet; Third Course, Thence Northeasterly 227.3 feet to a point 132.4 feet West and 211.1 feet North of said Southeast corner; Fourth Course, Thence North 226.4 feet to a point 126.3 feet West of the East line of said Quarter Section; Fifth Course, Thence Northerly on a curve of 3719.83 feet Radius to the left, 1568.93 feet to a point 447.3 feet West and 643.8 feet South of the Northeast corner of said Quarter Section; Sixth Course, Thence Northwesterly to a point on the North line 738.8 feet West of said Northeast corner; Seventh Course, Thence East along said North line 219.9 feet; Eighth Course, Thence Southeasterly on an angle of 65 degrees 26 minutes to the Right 929.5 feet; Ninth Course, Thence Northeasterly 144.9 feet more or less, to a point on said East line 795.8 feet South of said Northeast corner; Tenth Course, thence South along said East line to the place of beginning. Together with the abutter's rights of access appurtenant to the remaining property, in and to said Highway hereinabove described, EXCEPT and Reserving, However, unto owners of abutting land, their successors and assigns, the right of access to said Highway for the purpose of a farm entrance over and across the following described course: Beginning 1208.8 feet Northerly from the beginning of said "Fifth" course and extending Northerly 30.0 feet."

ALSO EXCEPT that part thereof bounded and described as follows: Beginning at a point Five Hundred Eighty Eight and Eight Tenths (588.8) feet South of the Northeast corner of said Southeast Quarter of Section Eighteen (18), and running Thence West Two Hundred Fifty five (255) feet, more or less, to the East Right of Way line of the State Highway as described Parcel Number 3(a) revised of Highway Condemnation Case Number 19442 in the District Court of Crawford County, Kansas, sitting at Pittsburg; Thence Southeasterly along said Right of Way line, Two Hundred Eighty Five (285) feet, more or less, to the end of the Eighth Course as described in said Parcel Number 3(a) Revised; Thence Northeasterly, along said Highway Right of Way line, One Hundred Forty Four and Nine Tenths (144.9) feet, more or less, to a point in the East line of said Section, Seven Hundred Ninety Five and Eight Tenths (795.8) feet South of the Northeast corner of the said Southeast Quarter of Section Eighteen (18); Thence North Two Hundred Seven (207) feet to the point of beginning.

ALSO EXCEPT that part thereof bounded and described as follows: Beginning at the Northeast corner of the Northeast Quarter (NE 1/4) of the said Southeast Quarter (SE 1/4); Thence South 588.8 feet; Thence West and parallel to the North line of said

Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) 255.0 feet to the Easterly Right of Way line of U.S. 69 Highway By-Pass, as described in Parcel Number 3(a) revised of Highway Condemnation Case No. 19442 in the District Court of Crawford County, Kansas, sitting at Pittsburg; Thence Northwesterly along the said Right of Way line 644.5 feet to the North line of said Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4); Thence East 518.9 feet to the point of beginning.

ALSO EXCEPT a Thirty (30) foot Wide Right of Way Existing on the East Boundary of the above-described property, the same being Thirty (30) feet from and running parallel to the full length of said East Boundary, in favor of the County of Crawford, State of Kansas, for Roadway purposes, said Roadway being commonly known as Langdon Lane.

The above described real estate is sought to be annexed pursuant to the authority of K.S.A. 12-520c. The owners of the above described real estate have petitioned for and consented to the annexation as evidenced by a letter dated October 17th, 2014, from the owners of said real estate, which is attached hereto and marked as Attachment A.

The City of Pittsburg, Kansas, hereby requests the Crawford County Board of Commissioners to find and determine that the proposed annexation will not hinder or prevent the proper growth and development of the area or any other incorporated city located in Crawford County, Kansas, within thirty (30) days following receipt of this Resolution and notify the Governing Body of the City accordingly as required by K.S.A. 12-520c(c).

The City of Pittsburg, Kansas, hereby also requests that the Crawford County Planning Commission review the proposed annexation and make a finding of the compatibility or incompatibility of the annexation with any adopted land use or comprehensive plans applicable to the area to be annexed and the annexing city and provide the Governing Body of the City with a copy of its findings as required by K.S.A. 12-530(b).

BE IT FURTHER RESOLVED that the City Clerk shall file a certified copy of this Resolution with the Board of County Commissioners of Crawford County, Kansas and the Crawford County Planning Commission within ten (10) days following the adoption of this Resolution.

Dated this ____ day of _____, 2014.

Mayor, Monica Murnan

ATTEST:

City Clerk, Tammy Nagel



DATA CENTER REFRESH PROPOSAL

This document is a compilation of information and summary pricing for servers, storage, operating system software and network equipment for the City of Pittsburg, Ks.

Account Manager: Greg Moore

Data Center Design Architect: Mark Ortiz

Network Design Architect: Mark Smalley

Security Design Architect: Mike Palitto

October 10, 2014



Data center and network equipment and services to meet the current and future requirements of the City.

AOS
Expect the Best!

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Proposal Overview

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Proposal Provisions

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AOS Leadership

Conclusion

Data Center

AOS Expect the Best!

Alexander Open Systems is pleased to present this proposal for Cisco Unified Computing Systems, EMC VNX5200s and Isilon NL400s, Windows, VMware and Trend Micro operating software and Cisco core switches and firewalls. An auxiliary copy of the backup data will be stored offsite at AOS Cloud in Lenexa, Ks.



Production Site

Cisco UCS Chassis

- * Host virtual server environment
- * Capacity to virtualize existing physical environment
- * Capacity to support the New World and Lucity projects.

EMC VNX

- * Block storage for virtual environment
- * Foundation for future Disaster Recover (DR) solution

EMC Isilon

File storage to support the following:

- * Police video
- * Security video
- * Public Utilities video
- * File data
- * Backup target for server environment backup.



- This proposal includes all hardware, software, licensing, shipping and installation services. All components are quoted with 5-years of 24X7X4 maintenance unless otherwise noted.
- The Cisco UCS chassis 4 blades with 192GB of RAM each. Existing servers along with the New World Criminal Justice System will utilize around 46% of the available capacity leaving plenty of room for growth over time.
- Licensing is provided for MS Windows Servers, VMware virtualization and automation tools and Trend Micro Deep Security. Trend Micro provides virus and malware

protection across all virtual machines as required by the Kansas Bureau of Investigation for inter-operability between the city's New World system and the KBI's Criminal Justice database system.

- Virtual Machine migration and storage migration services are not included in this proposal. Those are available on a time and materials basis if desired.
- The VNX5200 SAN will have 66TB of usable capacity. Current servers have 33.2TB of combined allocated capacity and 18.7TB of actual used capacity. If the city chooses to P2V existing servers then 33.2TB of space will be used on the VNX SAN. If the city chooses to rebuild the existing servers then 18.7TB will be used leaving much more room for future expansion. Additional space will be needed for Boot from SAN, SAN Vault and FAST Cache.
- Three Isilon NL400 72TB nodes will form a NAS array with around 125TB of usable capacity. The Isilon array will have three primary purposes: end user file data, video surveillance files and VNX backup data.
- CommVault software will provide server backup and email archive functionality. These backups will be stored on the Isilon array. An auxiliary copy of the backup data will be copied to the AOS Cloud in Lenexa, Ks.
- Dual Cisco Fabric Interconnects will connect to a Nexus 5672 over 10G ether-channel. A Nexus 5672 in the Law Enforcement Building Data Center will connect to a Nexus 5672 in City Hall over a 40G ether-channel creating a high-speed core backbone network connecting the new data center equipment with the old data center equipment (during migration) and to switches across the Metropolitan Area Network.
- All storage connections will run the Fiber Channel over Ethernet (FCoE) protocol. The Fabric Interconnects perform automatic protocol translation that will allow existing Dell servers running the iSCSI protocol to talk to the new SAN running the FCoE protocol.
- A pair of Cisco ASA 5525X firewalls will provide Next Generation IPS, Anti-Malware Protection and URL Filtering will provide the protection services required for the New World system as well as Internet protection for all other servers and users.

Business Impact

Alexander Open Systems recognizes this is a significant investment for the City of Pittsburg. As such, any decision to move forward must be made with careful diligence with a keen eye toward the business needs and requirements that such an investment is meant to provide.

The following are just some of the reasons the City should consider making this investment.

Averting a storage crisis with a scalable option: The existing storage environment is out of capacity and nearing its end-of-life. The suggested VNX and Isilon storage solutions will allow the City to more than double current requirements in a fast, efficient and scalable way.

Establish a highly manageable virtual computing environment: Virtualization is the modern way to run application servers allowing performance, efficiency, scalability, portability and manageability. New applications can be brought on faster. Servers can be 'right-sized' for optimal utilization. Applications can be moved to other hardware in the event of failure or during maintenance.

Avoiding server obsolescence and maintenance/upgrade costs: The existing Dell servers are nearing their end-of-life. They get more and more expensive to maintain over time. And they will soon reach a point where they can't be maintained or replaced putting the City at significant risk.

Establish a 10GB backplane for current and future network demands: The size and number of files are growing at ever increasing rates primarily due to the introduction and inclusion of embedded pictures and videos in PowerPoints, PDFs, Word docs, Excel spreadsheets, etc. This puts increasing loads on networks requiring the move from Mbps to Gbps. The proposed solution will provide a 40G ether-channel core with 10G ether-channel spokes.

Address requirements to effectively run new applications (NWS, Lucity, WebQA, et al): The City doesn't have sufficient capacity to install the New World system. The proposed UCS environment will allow all existing servers to be migrated, the New World system to be installed and still use less than half of the available capacity.

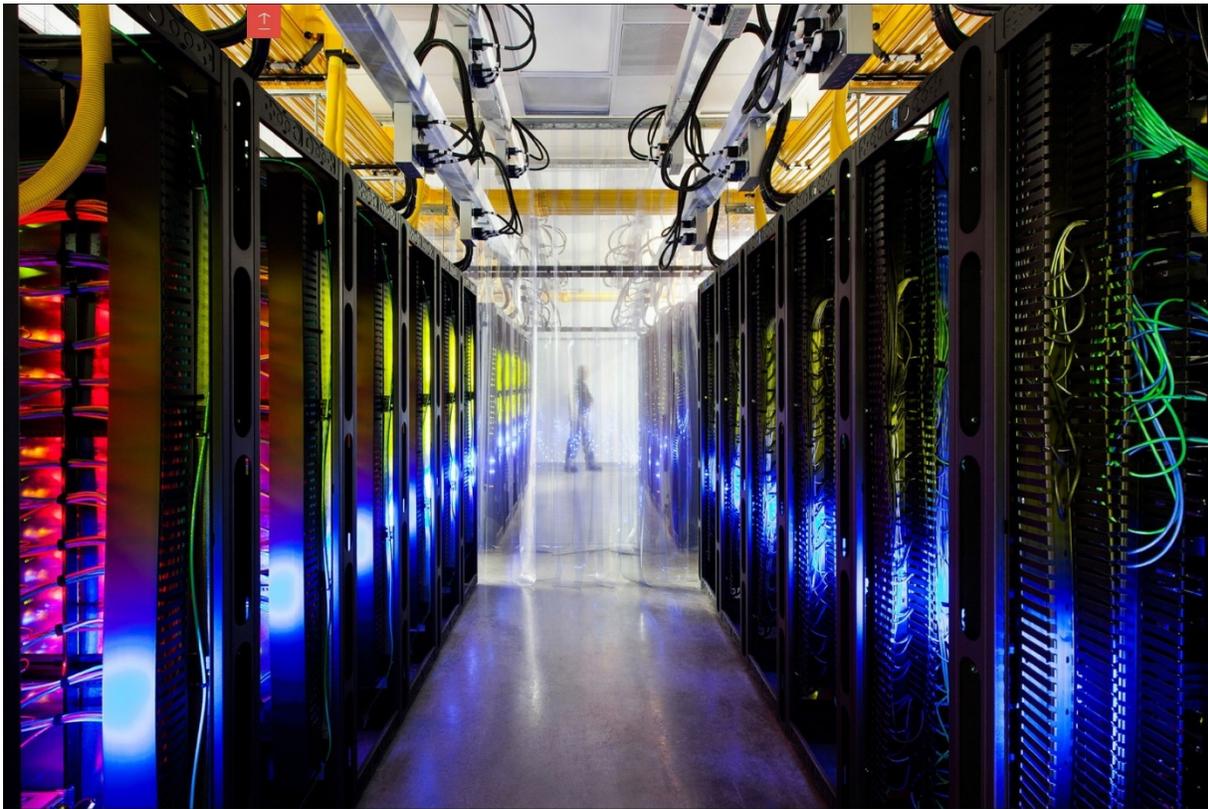
Provide a formalized and robust backup procedure: Current server backups are inadequate and incomplete in part due to a comprehensive backup strategy and insufficient capacity to put it. The proposed solution solves both of those problems with an off-site copy for business solvency in the event of catastrophic failure.

Address licensing requirements: Software licenses tend to get out of ‘true’ due to the happenstance way that they are acquired over time. This proposal provides a fresh start with ‘unlimited’ licenses for the operating systems, virtualization environment and server security.

Dramatically increase security: Security features are being applied for compliance with the KBI’s requirements for New World Criminal Justice database inter-operability. All other servers and applications will benefit from the same high-level security technologies.

Improve operational efficiency through fewer maintenance issues and faster speeds: In many respects, the city’s compute environment is in the dark ages. The monitoring, operating and maintenance tools and features of the proposed solution will make the IT staff more efficient, more effective and more proactive.

Create a proactive environment using modern management tools for computing, storage, backup, and security: One of the real advantages to the new tools and features are their ability to monitor themselves and notify the administrators when something is wrong or slips out of tolerance or compliance. This will allow the IT staff to spend more time managing the business needs of the City and less time baby-sitting the compute environment.



Equipment Description

Cisco Unified Computing System

The Cisco Unified Computing System (UCS) combines high-performance servers, high-speed networking, storage access, and virtualization into an integrated, smart infrastructure. Automatically configured through unified, model-based management, the Cisco UCS simplifies deployment of enterprise applications running in bare-metal or virtualized environments. Cisco UCS greatly enhances flexibility and reduces TCO.



UCS changes the way organizations do business through policy-based automation and standardization of IT processes. The industry's first unified data center platform, Cisco UCS combines industry-standard x86- architecture blade and rack servers, networking, and enterprise-class management into a single system.

The system's configuration is entirely programmable using unified, model-based management to simplify and accelerate deployment of enterprise-class applications and services running in bare-metal, virtualized, and cloud-computing environments. A unified I/O infrastructure uses a high-bandwidth, low-latency unified fabric to support networking, storage I/O, and management traffic. The Cisco Fabric Extender Technology (FEX Technology) directly connects the fabric to servers and virtual machines for increased performance, security, and manageability.

The Cisco UCS offers:

- **A single unified system:** Transcending the traditional boundaries of blade chassis and racks, Cisco UCS brings together server, network, and storage access resources to create a physically distributed but centrally managed system.
- **Smart infrastructure:** By abstracting the personality, configuration, and connectivity of server and I/O resources, these attributes can be programmed automatically.
- **Unified, model-based management:** The ability to associate a model configuration with system resources lets IT organizations consistently align policy, server personality, and workloads.

- **Unified fabric:** By integrating IP, storage, and inter-process communication networks into a single I/O infrastructure, Cisco UCS simplifies cabling and upstream switching while delivering uniform I/O connectivity at no extra cost.
- **Cisco Fabric Extender technology:** The network fabric is extended directly to blade servers and virtual machines, with traffic meeting at a single point for consistent, centralized management and unprecedented visibility and control over virtualized environments.

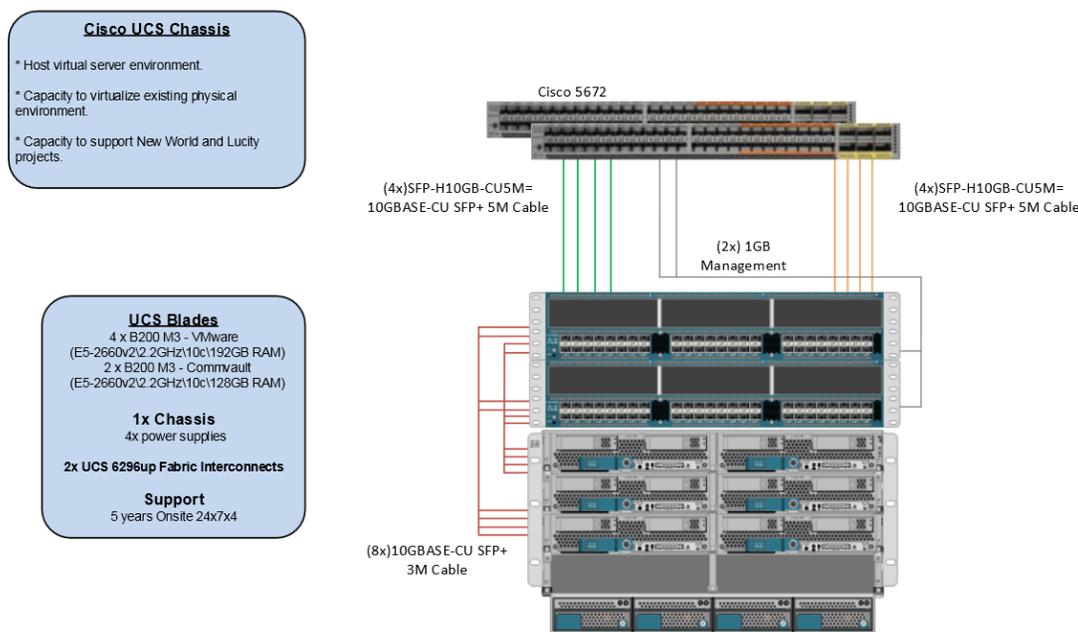
An incremental deployment model and comprehensive partner ecosystem make the Cisco UCS the smart infrastructure choice for enterprise application deployments.

Cisco UCS Servers at Pittsburg

The Cisco UCS Value Plus Bundle is based on four blades of two Intel Xeon E5-2660v2 10-core 2.2GHz processors with 128GB of 1866MHz memory and 25M of cache. An additional 64GB of memory will be added to each server to accommodate the City’s compute and memory needs.

Two additional blades will have two Intel Xeon E5-2660v2 10-core 2.2Ghz processors with 256GB of 1866Mhz memory and 25M of cache. These two blades will be used by CommVault: one as a Media Server and on one as an Email Archive server. You can read more about both of these blades [here](#).

The Value Plus Bundle also comes with two 48-port Fabric Interconnects with 12 port licenses.



EMC VNX5200

The EMC VNX family delivers industry leading innovation and enterprise capabilities for file, block and object storage in a scalable, easy-to-use solution. This next-generation storage platform combines powerful and flexible hardware with advanced efficiency, management and protection software to meet the demanding needs of today's enterprises.



Ideal for mixed workloads, both physical and virtual, the VNX series storage platform is powered by the latest Intel multi-core Xeon E5-2600 series with a 6Gbps SAS drive back-end that delivers more firepower, greater efficiency and better protection – all with ease.

The VNX series is architected to provide five-nines availability in mission-critical environments. VNX availability and redundancy features include:

- Mirrored write cache where each storage processor contains both primary cached data for its LUNs and a secondary copy of the cache for its peer storage processor.
- Battery backup to allow for an orderly shutdown and cache de-staging to vault disks to ensure data protection in the event of a power failure.
- RAID protection levels 0, 1, 0/1, 3, 5 and 6 – all of which can coexist in the same array.
- Hot sparing enhances system robustness and delivers maximum reliability and availability.
- Redundant data paths, power supplies, drive connections and storage processors – all with non-disruptive field-replacement capabilities.
- Continuous system monitoring, call home notification and advanced remote diagnostics.

EMC VNX Series: High-performing unified storage with unsurpassed simplicity and efficiency, optimized for virtual applications. With the VNX Series, you'll achieve new levels of performance, protection, compliance, and ease of management.



UNIFIED

The VNX series enables you to leverage a single platform for file and block data services. Centralized management makes administration

simple. Data efficiency services reduce your capacity requirements up to 50 percent.

OPTIMIZED

Optimize for virtual applications with VMware and Hyper-V integration. You'll triple the speed of virtualized SQL and Oracle workloads and boot up to 1,000 virtual desktops in less than eight minutes.



AUTOMATED

Ensure that active data is automatically stored on Flash drives while less active data is tiered to high capacity drives. The VNX FAST Suite simultaneously delivers both the highest performance and the lowest total cost of ownership (TCO).

HIGH PERFORMANCE

Gain Flash and MCx multi-core optimization that delivers up to 4x the transactional performance with increased bandwidth and low latency.



PROTECTED

Deliver the highest levels of application availability and data protection with any-point-in-time recovery; achieve continuous operations within and across data centers.

EMC VNX5200 at Pittsburg

The VNX5200 will have 99.8TB of raw capacity and 66TB of usable capacity in 11U of total rack space. The SAN will be licensed with EMC's Total Efficiency Pack that includes the FAST Suite, Security & Compliance Suite, Local Protection Suite, Remote Protection Suite and Application Suite. The graphic below shows the system configuration and the Raid Group Break Out.

EMC VNX 5200

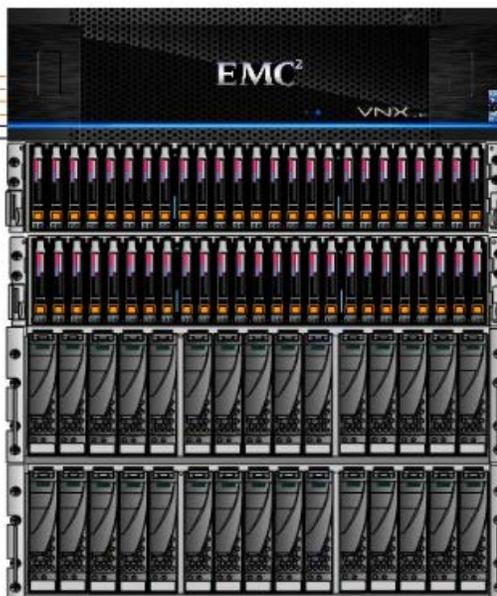
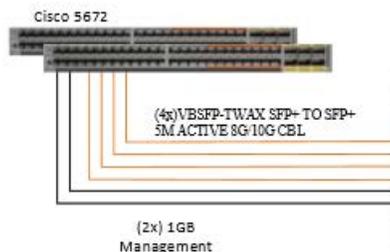
- * Block storage for virtual environment.
- * Foundation for future DR solution.
- * Expandable to accommodate future growth.

**EMC VNX 5200
Raid Group Break Out**

1x 3+1r5 – 800GB – Vault
 1x 1+1r10 – 200GB EFD – FAST Cache
 3x 4+1r5 – 800GB SAS – FAST Pool 1
 3x 8+2r6 – 3TB NL-SAS – FAST Pool 2
 1x 4+1r5 – 800GB SAS – FAST Pool 2

1x HS – 200GB EFD
 5x HS – 800GB SAS
 3x HS – 3TB NL-SAS

Support
 5 years Onsite 24x7x4



Usable Capacity

	SAS	NL-SAS	FLASH	Total
Drives Used	30	25	3	58
Usable Capacity(TB)	17.65	48.37	0.00	66.01

Drive Count

	FLASH	SAS	NL-SAS	FAST Cache
100GB FAST VP	0	300GB 15K	0	1TB
200GB FAST VP	1	800GB 10K	0	2TB
400GB FAST VP	0	800GB 15K	0	3TB
900GB 10K	0	30	4TB	0

EMC Isilon NL400

The challenge of cost-effectively storing and managing data is an ever-growing concern. You have to weigh the cost of storing certain aging data sets against the need for quick access. Meeting this challenge requires a solution that bridges the gap between high-performance (but costly) primary storage and inexpensive (but management-intensive) offline storage solutions.

EMC Isilon NL-Series scale-out storage solutions redefine the economics of nearline storage by combining near-primary accessibility, near-tape value and ease of use.



High value: The EMC Isilon NL-Series is built for highly flexible, cost-effective, large-capacity storage.

Simplicity: You can configure and bring an EMC Isilon NL-Series cluster online in as little as 10 minutes. With a single pool of

storage with a global namespace, the NL-Series eliminates the need for multiple volumes, thereby greatly simplifying the management of your Big Data environment.

Efficiency: With Isilon, you can achieve highly efficient utilization rates — over 80 percent versus 50 percent for traditional NAS or SAN storage — and further reduce capacity requirements with the Isilon SmartDedupe™ data deduplication option. This translates into greater overall efficiency, resulting in lower acquisition, operating, and maintenance costs.

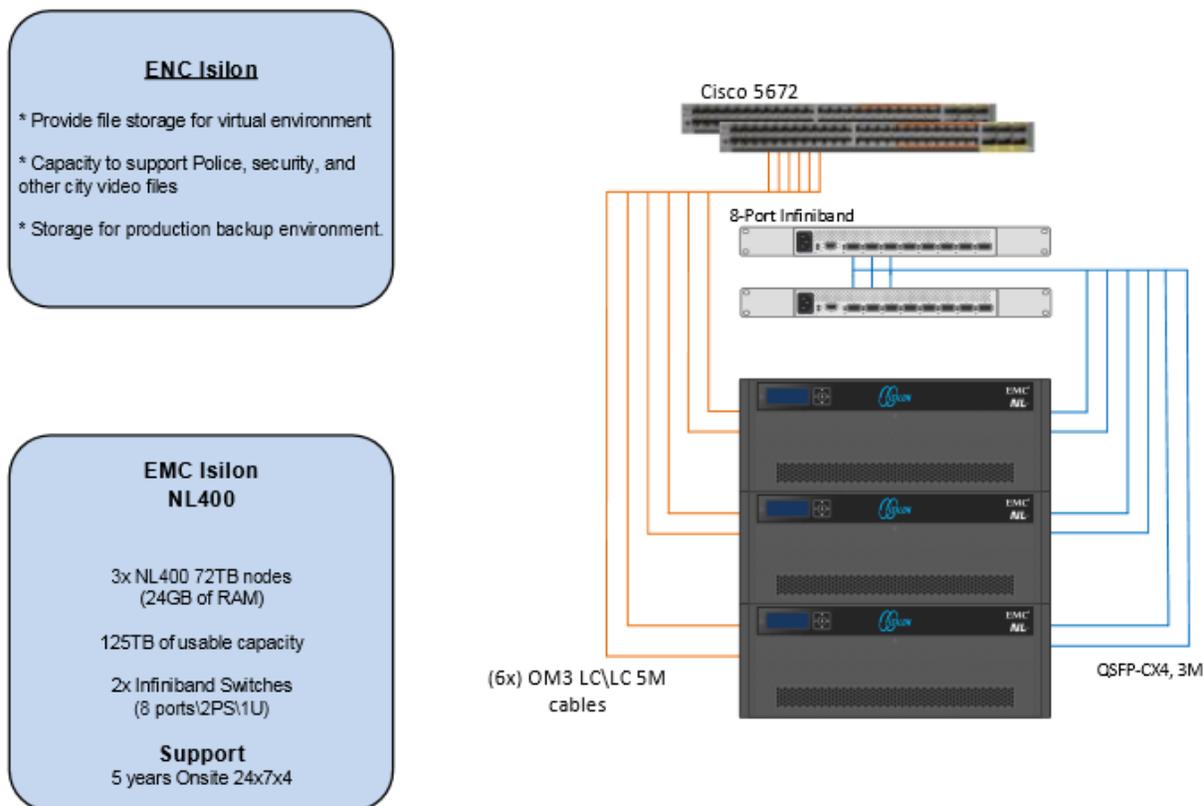
EMC Isilon OneFS distributed file system: creates a cluster with a single file system and single global namespace with a fully journaled, fully distributed, globally coherent write/read cache.

Security: With optional FIPS 140-2 level 2 self-encrypting drives, the NL-Series platform allows you to meet regulatory and compliance needs for securing data at rest. The Isilon NL-Series with SED nodes provides the security you need without sacrificing performance or usability.

EMC Isilon NL400 at Pittsburg

Three Isilon NL400 72TB nodes will form a NAS array with around 125TB of usable capacity. The Isilon array will have three primary purposes: end user file data, video surveillance files and VNX backup data. Depending on the video surveillance and backup retention policies, the amount of storage used will be relatively static over time. Only end user file data will grow significantly over time. Additional 72TB nodes can be added in the future to take advantage of EMC's scale-out technology for expanded capacity.

This graphic shows the Isilon NL400 deployment design and capacity.



VMware vSphere with Operations Management

vSphere with Operations Management™ is VMware’s core virtualization product, vSphere, with the addition of performance monitoring and capacity management capabilities.

Simplify IT Management of Virtual Infrastructure Environments: vSphere with Operations Management not only offers a more intuitive user interface than vCenter Server, but it also takes vCenter Server monitoring capabilities further by adding predictive analytics to help with faster problem discovery and remediation as well as more efficient resource management.

Unified Command Console displays key performance indicators in easily identifiable colored badges and provides a comprehensive view into what is driving current and potential future performance and capacity management issues.



Performance Monitoring and Capacity Management analyzes vCenter Server performance data and establishes dynamic thresholds that adapt to the environment and provide smart alerts about health degradations, performance bottlenecks and capacity shortfalls:

- Performance data is abstracted to health, risk and efficiency measures that provides IT with operations visibility to effectively identify developing performance problems with less time and effort
- Capacity management helps identify idle or overprovisioned VMs to reclaim excess capacity and increase VM density without impacting performance
- Capabilities are equivalent to Standard edition of vCenter Operations Manager and available as an appliance that is accessible within minutes

Increased Performance and Availability of Mission-Critical Applications through new and enhanced functionality to deliver greater agility, efficiency and resiliency at high service levels for your IT environments:

- Increased Host-Level Configuration Maximums (logical CPUs increased to 320) and Support for 62TB Virtual Machine Disk File (VMDK)
- Flash Read Cache leverages server-side caching for enhanced performance of applications
- VM Latency reduction by reserving memory, dedicating CPU cores and disabling network features prone to high latency
- App HA works in conjunction with VMware vFabric Hyperic Server to monitor application services running inside the virtual machine and performs restart actions as defined by the administrator when issues are detected
- Big Data Extensions (BDE) Plug-in enables administrators to deploy and manage Hadoop clusters on vSphere



Trend Micro Deep Security

Virtualization and cloud computing have transformed the data center. Yet many organizations continue to use legacy security as they move from traditional physical environments to the modern data center where

virtualization and cloud are the norm. Legacy security can increase operational complexity in virtual environments while decreasing host performance and VM density. It leaves gaps in protection that can undermine the confidence to move mission-critical workloads to agile, low-cost cloud environments. Ultimately, using legacy security in the modern data center hinders the return on investment (ROI) of virtualization and cloud computing.



Protection from data breaches and business disruption: Trend Micro™ Deep Security is designed to protect your data center and cloud workloads from data breaches and business disruptions. Deep Security helps you achieve compliance by closing gaps in protection efficiently and economically across virtual and cloud environments.



Multi-function security managed from a single dashboard: Deep Security features integrated modules including anti-malware, web reputation, firewall, intrusion prevention, integrity monitoring, and log inspection to ensure server, application, and data security across physical, virtual, and cloud environments. Deep Security can be deployed as a single, multifunction agent across all environments and simplifies security operations with a single management dashboard for all capabilities.

Seamless integration extends policies across cloud environments: Deep Security seamlessly integrates with cloud platforms including Amazon Web Services (AWS), Microsoft Azure, and VMware vCloud Hybrid Service enabling you to extend data center security policies to cloud-based workloads. With a wide range of capabilities optimized across environments, Deep Security empowers enterprises and service providers to offer a differentiated and secure multi-tenant cloud environment to their users.

CommVault Simpana 10 Backup & Recovery Software

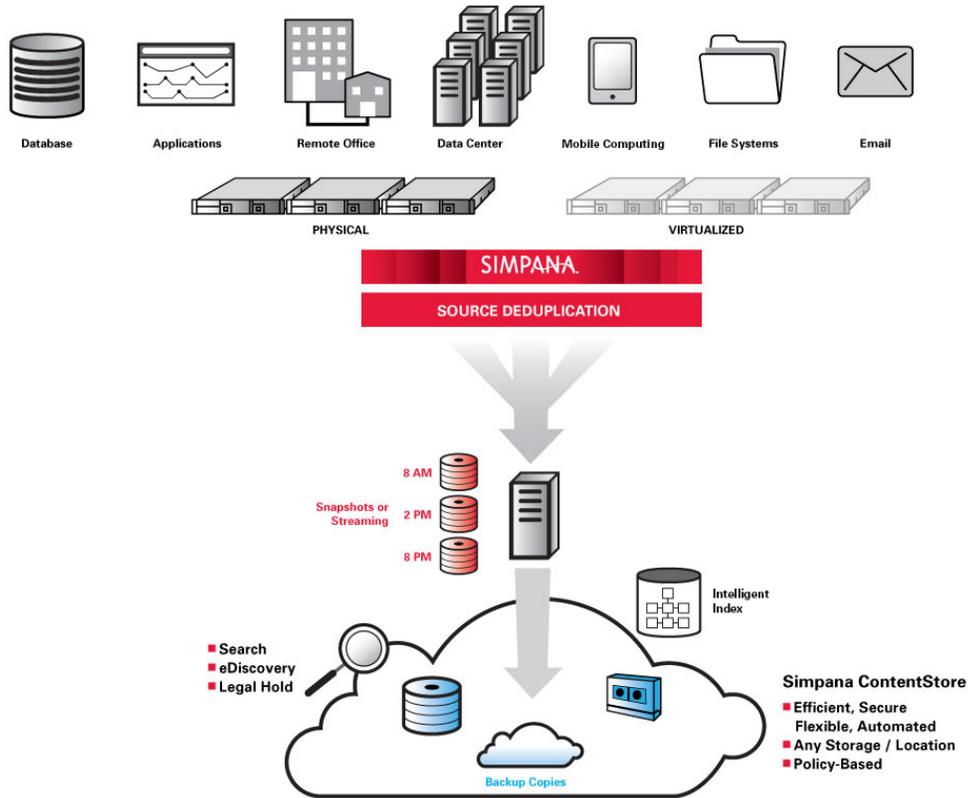
CommVault Simpana software helps you better protect ever-growing data volumes, efficiently manage information assets, and quickly find, recover and access data. With a truly unified and innovative data management solution you can transform your approach to data protection, allowing you to transcend the limitations of traditional backup and eliminate the complexity brought on by point products.

Some of the key technology innovations in Simpana software that can help you transform and deliver Modern Data Protection for your organization:

- **IntelliSnap™:** Automate how you create and manage application-aware hardware snapshots for rapid recovery and low-impact backup operations. IntelliSnap technology integrates with the broadest selection of storage arrays in the industry without custom scripting. You can recover individual files, tables and mail, as well as whole applications, volumes and virtual servers. Backup jobs can be executed from snapshots off-host to limit the impact to production resources.
- **Simpana OnePass™:** Converge backup, archive and reporting with a single scan of the data to simplify administration, reduce time and resources by 50% and eliminate complexity for file and email data.
- **4th Generation Deduplication:** Building on a history of innovation in both source and target-based dedupe, the fourth generation of deduplication in Simpana 10 allows you to scale linearly from small, individual nodes up to extra-large, multi-node deduplication databases by introducing Parallel Deduplication. You can multiply capacity, throughput, and resiliency by consolidating multiple deduplication nodes under a single global reference pool.
- **ContentStore:** As the back-end, hardware agnostic and deduplicated virtual repository for all Simpana-managed information, ContentStore consolidates protection and archive data to eliminate inefficient data silos that waste resources. An intelligent index provides global awareness for your data so you can quickly find what you need when you need it.
- **Accelerate Server Virtualization:** Accelerate broad server virtualization by eliminating data protection roadblocks. New application and virtualization compatibility provides expanded snapshot integration across Microsoft Hyper-V and VMware. Massively scale VM backup operations with Virtual Server Agent proxy teaming for failover, load balancing and simplified management.



- **Resilient Architecture:** Ensure that your data can be protected and recovered, even in the event of a hardware problem, with a resilient architecture that includes path flexibility through GridStore and faster, more reliable data recovery with fewer points of failure thanks to Simpana software's distributed catalog structure.



- **Switching Simplified:** CommVault makes it easier than ever for Symantec NetBackup and IBM TSM users to modernize their data management strategy. Legacy backup agents can be automatically converted to Simpana agents eliminating many of the technical challenges associated with changing software. Finally, you can elect to use capacity-based licensing and a variety of service options to make the switch even simpler.

Cisco Nexus 5672 Switches

The Cisco Nexus 5672UP is a wire-rate Layer 2 and Layer 3 switch offering 10 Gigabit Ethernet and unified ports (UP) in a compact one-rack-unit form factor. It is optimized for 10 Gigabit Ethernet top-of-rack access, Cisco Fabric Extender (FEX) aggregation, Virtual Extensible LAN (VXLAN) segmentation, and LAN-SAN convergence. It delivers high performance, operational efficiency, and design flexibility for traditional, virtualized, and cloud environments.



High Scalability and Performance: The Cisco Nexus 5672UP switch is designed to meet the scaling demands of traditional and cloud deployments:

- Up to 48 10GE ports (of which 16 are UP) and 6 true 40GE QSFP ports
- Hardware based VXLAN (L2, L3, Gateway) and NVGRE capable
- Up to 1152 ports in a single management domain via Cisco FEX architecture
- Large table sizes and buffers with 1 usec latency

Operational Efficiency: The Cisco Nexus 5672UP switch delivers ease of operations via single point of management and programmability:

- Advanced analytics tool kit with latency and buffer monitoring
- Single point of management with Cisco FEX Architecture
- Programmability - Python scripting, TCL scripting, the Cisco One Platform Kit, OnePK and Openflow

Architectural Flexibility: The Cisco 5672UP switch provides deployment flexibility for varying customer needs:

- LAN/SAN Convergence
- Supports Dynamic Fabric Automation (DFA) for simplified virtualized and cloud deployments
- FabricPath support for scalable layer 2 networks

Cisco ASA 5525-X Next-Gen Firewall

The Cisco ASA 5525-X is a next-generation firewall that combine the most widely deployed stateful inspection firewall in the industry with a comprehensive suite of next-generation network security services for comprehensive security without compromise. They help meet evolving security needs by delivering multiple next-generation security services, multi-gigabit performance, flexible interface options, and redundant power supplies, all in a compact 1-RU form factor. These firewalls optionally provide broad and deep network security services through an array of integrated cloud- and software-based security services, including Application Visibility and Control (AVC), Web Security Essentials (WSE), Cisco Cloud Web Security (CWS) and the only context-aware IPS - with no need for additional hardware modules.

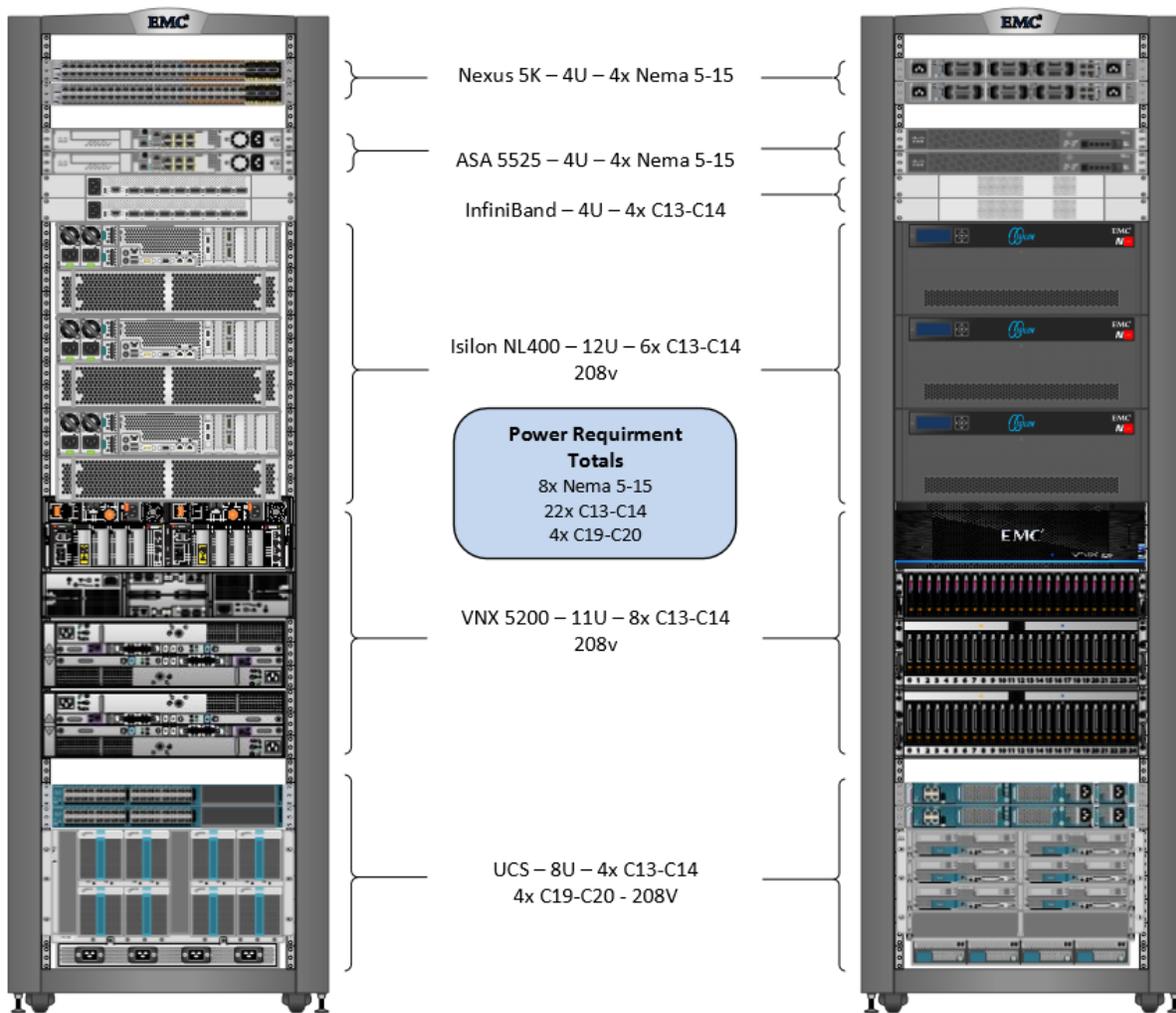
Cisco ASA 5500-X Next-Generation Firewalls protect critical assets through:

- Exceptional next-generation firewall services that provide the visibility and control your enterprise needs to safely take advantage of new applications and devices.
- Application Visibility and Control (AVC) to control specific behaviors within allowed micro-applications.
- Web Security Essentials (WSE) to restrict web and web application usage based on reputation of the site.
- Broad and deep network security through an array of integrated cloud- and software-based next-generation firewall services backed by Cisco Security Intelligence Operations (SIO).
- Highly effective intrusion prevention system (IPS) with Cisco Global Correlation.
- High-performance VPN and always-on remote access.
- The ability to enable additional security services quickly and easily in response to changing needs.



Equipment Deployment Rack

AOS has determined that all equipment contained in this proposal will fit into a single 42U four-post server-depth equipment rack as shown in the graphic below. Please note that the two pictures below are showing the front and back of the same rack; not two different racks. The equipment rack and PDUs will be provided by the City.



Proposal Provisions

1. Due to the competitive confidentiality of information provided in this proposal and the accompanying materials, all information contained herein and by reference shall be kept in the strictest confidence between Pittsburg, AOS and the appropriate vendor. No information shall be divulged to persons other than customer employees unless previously authorized by Alexander Open Systems to receive such information.
2. This proposal shall remain the property of Alexander Open Systems until such time as an order is placed for the system proposed. This proposal shall expire on October 17, 2014 unless extended by Alexander Open Systems in writing.
3. The recommendations for all equipment contained in this proposal are based on input and requests received from Pittsburg and from our own observations.
4. While AOS believes our estimates to be sound, the final Bill of Materials is subject to review and change by Pittsburg.
5. All services included are Fixed Fee engagements with not-to-exceed pricing.



Reference Documents

The following documents are referenced and valid as if they were included in this proposal.

- Cisco UCS Quote – Q109536
- EMC VNX 5200 Quote – Q110049
- EMC Isilon NL400 Quote – Q110064
- MS Windows Licenses Quote – Q110070
- VMware Enterprise+ VSOM Quote – Q109542
- Trend Micro Deep Security Quote – Q110020
- CommVault DPA Quote – Q109685
- Cisco UCS Media Server Quote – Q109850
- Cisco UCS Archive Server Quote – Q110054
- CommVault Install Services Quote – Q10060
- Cisco Nexus 5672 Switches Quote – Q110098
- Cisco ASA 5525X Firewalls Quote – Q110020
- AOS Cloud Contract – 2121-2298r1
- AOS DC Services SOW
- EMC Training Credits Quote – Q110069



AOS Leadership

AOS, Cisco, EMC and the other vendors financial stability and market leadership are unparalleled. We are committed to providing the highest quality solutions, account management, professional consulting, technical services and post-sale support options available. When you hire AOS you get the best people, the best products and the incomparable *AOS No Risk Guarantee*.

What Having the Best People Means to You

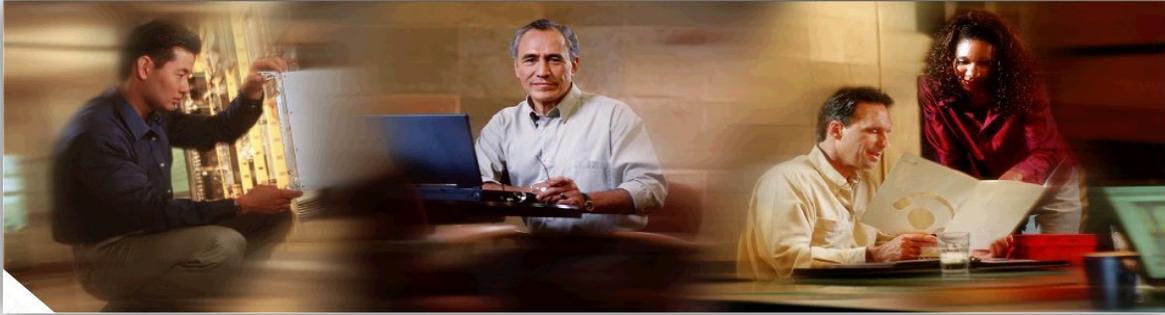
AOS people bring unparalleled knowledge and experience to your IT objectives. No matter what technology challenge you're facing, you have the confidence and security of knowing that AOS people have conquered that challenge many times before. Unlike many of our competitors, we're not learning at your expense. With AOS you are assured of the most effective, cost-efficient design and implementation backed by the industry-leading *AOS No Risk Guarantee*.

What Having the Best Products Means to You

With AOS you get the strength and stability of best-in-class technology partners including Cisco, EMC, Microsoft and VMware. From communications to networking, from data centers to security to video, AOS provides a single source of accountability for all your technology systems. That single source accountability virtually eliminates the costs, mistakes and frustration caused by incompatible systems and multi-vendor finger pointing. And it gives you absolute peace of mind knowing that AOS is responsible for the entire solution.



Conclusion



AOS is grateful for the opportunity to provide this proposal. We trust that this will meet with your approval and that we can look forward to a successful engagement within your timing expectations. It is our goal to become your trusted partner, not just for this project but for all of your IT infrastructure needs. Your success is our success.



FINANCE AND ADMINISTRATION
201 West 4th Street · Pittsburg KS 66762

(620) 231-4100
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Interoffice Memorandum

TO: Daron Hall, City Manager

FROM: Ruby Maline, Assistant Finance Director

DATE: October 22, 2014

SUBJECT: City Debt Management Policy

After several months of review and revisions, staff is recommending approval of a newly created City Debt Management Policy. The Government Finance Officers Association recommends that governments adopt a formal debt policy which identifies goals and establishes a commitment to long term-term financial planning.

cc: Tammy Nagel, City Clerk
Jamie Clarkson, Finance Director



CITY OF PITTSBURG, KANSAS DEBT MANAGEMENT POLICY

INTRODUCTION

The management of governmental debt requires good legal advice and a good understanding of the principles of public finance. A formal debt policy is crucial for effective financial management. A debt policy provides justification for the structure of the debt issuance, identifies goals, establishes a commitment to long-term financial planning, and improves the quality of decisions.

Over-indebtedness limits a government's ability to issue additional debt. Excessively large payments strain future operating budgets and reduce financial flexibility.

PURPOSE

The purpose of the Debt Management Policy is to establish a framework in which the City Manager, City Commission, and all city departments may work to effectively use the financing options available to provide quality services to the citizens of Pittsburg, while maintaining financial integrity.

The City will seek to achieve and maintain the highest bond rating available. The City will follow a policy of full disclosure as required by legal and professional guidelines in its relations with rating agencies, Government Finance Officers Association, Securities and Exchange Commission rules, National Federation of Municipal Analysts and the investment community.

The City will have a specific set of debt issuance guidelines consistent with Federal, State, and local laws and practices. The debt guidelines will recognize how much debt the community can support, not only based on the debt of the city but also debt of overlapping jurisdictions.

For the purpose of this document, debt is defined as long-term financing instruments, even those that future payments are only guaranteed by continuing annual appropriations through the budget process (including leases and lease-purchase agreements).

RESPONSIBILITY FOR POLICY

The primary responsibility for administering this policy rests with the Director of Finance, who shall be assisted by the City Manager, and the City Attorney. Together these three staff members shall comprise the Debt Management Committee.

The responsibilities of the committee shall be:

- Meet at least annually to consider the need for debt financing and assess the progress of the current Capital Improvement Plan and other improvements/programs deemed necessary by the City Manager
- Meet at least semi-annually to test compliance to this policy statement and review applicable debt ratios serving as benchmarks as set forth on page 4.
- Review changes in federal and state legislation that affect the City's ability to issue debt and report such findings as appropriate
- Review annually the provisions of ordinances authorizing issuance of bonds
- Review at least semi-annually the opportunities for refinancing current debt and
- Review at least annually the services provided by the City's financial advisor, bond counsel, paying agents, and other debt financing services providers
- In developing financing recommendations, the Debt Management committee will consider:
 - Options for interim financing including short-term and inter-fund borrowing, where allowable
 - Effects of proposed actions on tax rate user charges
 - Trends in bond market structures
 - Other factors deemed appropriate

USES OF DEBT FINANCING

The City of Pittsburg will not issue long-term debt for routine operations; including routine repairs and maintenance, small tools, or equipment of the type normally paid from the operations budget, or to capitalize expenses.

Long-term debt will be used only for capital projects or specialized equipment that cannot be financed from current revenue sources.

The project for which debt issuance is being considered shall be on the City's five-year Capital Improvement Plan and can't be acquired without causing an unacceptable spike in revenue sources or unacceptable reduction of reserves. However, the project can be considered without being on the five-year capital improvement plan if it is the result of growth-related activities within the community that require unanticipated and unplanned infrastructure or capital improvements by the City or in the event the City has an emergency situation.

Debt will not be issued for longer than the useful life of the improvement or asset it is funding.

There must be sufficient revenues to repay the debt, whether from future property taxes, user fees, project revenues, cost sharing revenues, or other specified and reserved sources.

Long-term financing must be able to be marketed with an appropriate credit rating, which can be maintained, market conditions must present favorable interest rates and demand for City debt obligations.

The City will not issue general obligation debt or provide the full faith and credit backing or other credit enhancement to any Community Improvement Development (CID) project or in any way put the general revenues of the City at risk to finance a CID project or reimburse eligible expenses. For more details regarding CID's and CID financing, reference the City's CID Policy.

The City will not issue general obligation debt or provide the full faith and credit backing or other credit enhancement to any Tax Increment Financing (TIF) project or in any way put the general revenues of the City at risk to finance a TIF project or reimburse eligible expenses.

STRUCTURE AND TERMS OF DEBT FINANCING

The City will only use level or declining debt repayment schedules; it will not use back-loaded or ballooning repayment schedules or variable-rate debt. The City will avoid the use of certificates of participation, or similar types of instruments for the acquisition of facilities or equipment, except in the case of those revenue backed issuances of the Pittsburg Public Utilities, which is an enterprise fund and is not subject to the vote of the people.

Debt will be structured to match cash flows, minimize the impact on future property tax levies, and maintain a relatively rapid repayment of principal.

Debt will be structured to achieve the lowest possible net interest cost to the City within the current market conditions, the urgency of the proposed capital project, and the nature and type of security provided.

Public funds, property, and resources will not be used directly or indirectly to influence the outcome of ballot questions. No financial advisor, bond counsel, underwriter, broker/dealer, or other entities involved or potentially involved with the outcome of the issuance of the debt shall provide contributions to influence the outcome of ballot questions.

The instruments of investment of debt proceeds for construction type projects will be limited to those identified in the City's investment policy.

Selection of consultants for the providing of professional services for any bond issue will be based upon qualifications, through a formal request for qualifications for proposals.

Any Financial Advisor to the City also capable of providing underwriting services shall be prohibited from participating in the underwriting of any City debt for a period of two years after the last service provided as Financial Advisor.

The Financial Advisor and Bond Counsel shall be prohibited from engaging in such relationships or agreements without prior consent of the City Commission. The Financial Advisor and Bond Counsel shall certify in writing their compliance with this policy.

MAXIMUM AMOUNTS OF DEBT FINANCING

There are several key ratios that investors and financial analysts use to determine credit worthiness and the soundness of the City's financial position. The City has established a set of guidelines to be used when reviewing the debt ratios. These numbers are indicators of financial stability and are listed below.

For general obligation debt (or other types of debt issued by the general government) the ratios to be used are:

STATUTORY

Net Direct Bonded Debt as a percentage of Assessed Value

(In accordance with K.S.A. 10-308) 30%

INTERNAL GOALS

Net Direct Bonded Debt Per Capita \$2,000

Net Direct Bonded Debt Per Capita as a percentage of Per Capita Income 8%

Comparison to Statutory Debt Limitations 67%

Net overall debt per capita (overlapping debt) \$2,500

Mill Rate Not to Exceed 10 Mills

FOR REVENUE FUNDED DEBT, THE RATIOS TO BE USED ARE:

Debt Service Coverage 115%

Debt Service Safety Margin 115%

Gross income needs to pay all of the following:

- Operating expenses
- Scheduled long-term debt
- Capital improvements
- Minimum reserves

The City of Pittsburg will integrate the capital improvement plan and debt funding activities so that the City works to effectively maximize available financing options.

Any capital financing proposal of a City department, agency, or utility involving the pledge or other extension of the City's credit through sale of bonds, execution of loans or leases, or otherwise involving directly or indirectly the lending or pledging of the City's credit, shall be referred to the Finance Department Debt Management Committee for review before such pledge is considered by the City Commission.

Bond Fund

Generally, payment of general obligation bonds and special assessment bonds shall be made from the City’s Debt Service Fund. However, in situations in which general obligation bonds are to be paid from user fees or sales taxes, bond payments should be made from the fund that receives the revenue. The minimum fund balance in the Bond & Interest Fund will be maintained at a level equal to or greater than 100% of the total principal and interest payable from that Fund for the upcoming fiscal year. The Debt Service Fund balance will be managed to eliminate or minimize arbitrage rebate liability.

Reserve Funds

Adequate operating reserves are important to insure the functions of the City during economic downturns. The City’s goal is to maintain a contingency reserve in the General Fund and/or Revolving Loan Fund of no less than sixteen percent or two months of annual expenditures. The City will maintain working capital in an enterprise fund sufficient to finance 60 days of operations, if the fund supports debt repayments. In addition, all reserves specified by bond indentures must be maintained.

POST ISSUANCE MANAGEMENT

The City will establish procedures for ensuring the City complies with tax-exempt financing rules and regulations.

Federal arbitrage legislation is intended to discourage governmental entities from issuing tax-exempt obligations unnecessarily. In compliance with the spirit of this legislation, the City will issue obligations only when it appears the proceeds will be utilized in a timely fashion. Because of the complexity of arbitrage regulations and the severity of non-compliance penalties, the City will engage outside consultants when arbitrage related questions arise and to calculate potential arbitrage liability.

The City is committed to meeting secondary disclosure requirements on a timely and comprehensive basis. The City is committed to full and complete primary and secondary financial disclosure and to cooperating fully with rating agencies, institutional and individual investors, City departments and agencies, other levels of government, and the general public to share clear, comprehensible, and accurate financial information.

Official statements accompanying debt issues, Comprehensive Annual Financial Reports, and continuing disclosure statements will meet (at a minimum), the standards articulated by the

Government Accounting Standards Board (GASB), the National Federation of Municipal Analysts, the Securities and Exchange Commission (SEC), and Generally Accepted Accounting Principles (GAAP).

The City shall take care to maintain compliance with all continuing disclosure agreements entered into in connection with issuance of debt. The City should thoroughly understand its obligations to gather and keep current the required information.

The City will post the year-end financial report along with any other required information to the Electronic Municipal Market Access (EMMA) Web site maintained by the Municipal Securities Rulemaking board (MSRB) within the time required by the disclosure agreement. If a material event occurs as identified by the agreement, the City will file a notice to EMMA within 10 business days.

For more information on Post Debt Issuance Compliance, reference the Debt Issuance Compliance Policy, as approved by the City Commission on April 24, 2012.

CREDIT RATINGS:

The Finance Director shall be responsible for determining whether a rating shall be requested on a particular financing and which of the major rating agencies shall be asked to provide such a rating.

Once a rating has been requested, the Finance Director shall be responsible for maintaining relationships with the rating agency(ies) that currently assign ratings to the City's debt. This effort shall include periodic updates on the City's general financial condition along with coordinating meetings and presentations in conjunction with debt issuance.

Full disclosure of operations and open lines of communication shall be provided to rating agencies used by the City. The staff of the Finance Department, with assistance from the City's financial advisor, shall prepare the necessary materials and presentations to the rating agencies.

GLOSSARY

Arbitrage - refers to the rebate or penalty amount due to the Internal Revenue Service where funds received from the issuance of tax-exempt debt have been invested and excess interest earnings have occurred, or where tax-exempt bond proceeds are not spent for their intended purpose within the times permitted by federal regulation. As used in this policy, 'excess interest earnings' means interest earned at a rate in excess of the arbitrage permitted yield on any individual bond issue.

Community Improvement District (CID) - may be either a political subdivision or a not-for-profit corporation and are defined geographic areas. CID's are organized for the purpose of financing a wide range of public-use facilities and establishing and managing policies and public services relative to the needs of the district

General Obligation Bonds - Bonds backed by the full faith and credit of the City. Bondholders have the power to compel the City to levy property taxes to repay the bonds, if necessary.

Lease/Purchase Agreements - The City enters into a lease/purchase agreement with another party (typically a third-party vendor) to lease an asset over a defined period of time at a pre-arranged annual payment. Lease/purchase payments are made primarily from operating revenues. The City Commission appropriates annual lease/purchase payments unless it chooses not to appropriate under the Kansas cash basis law. If lease/purchase payments are not appropriated, ownership of the property remains in the leasing party. At the conclusion of the lease term, the City either receives unencumbered ownership of the asset or receives an option to purchase the asset at a predetermined price.

Lease Agreements - The City enters into a lease agreement with another party (typically a third-party vendor) to take temporary possession of an asset over a defined period of time at a pre-arranged payment, made from operating revenues. The Commission appropriates lease payments unless it chooses not to under Kansas cash basis law. At the end of the leasing term, ownership of the asset remains in the leasing party.

Special Assessment Bonds - Bond issued to develop facilities and basic infrastructure for the benefit of properties within the assessment district. Assessments are levied on properties benefited by the project. The issuer's recourse for nonpayment is foreclosure and the remaining debt becomes the City's direct obligation, repaid from property taxes.

Tax Increment Financing (TIF) – is a public financing method that is used as a subsidy for development of blighted areas, infrastructure, and other public improvements.