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CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, December 09, 2014
5:30 PM

CALL TO ORDER BY THE MAYOR:

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

CONSENT AGENDA:

- a. Approval of the November 25, 2014, City Commission Meeting minutes.
- b. Approval of the December 2, 2014, Special City Commission Meeting minutes.
- c. Approval of a fixed fee services agreement with Alexander Open Systems in the amount of \$71,120 supporting installation and configuration of core network equipment and software including computing, storage, virtualization, backup, and security and, if approved, authorize the Mayor to sign the agreement on behalf of the City.
- d. Approval of Supplemental Agreement No. 2 to the Contract for Engineering Services dated February 8, 2011 between the City of Pittsburg and Professional Engineering Consultants, P.A. with regard to design of the Quincy Street Improvements from Broadway Street to Joplin Street, KDOT Project No. 19 U-2287-01 and, if approved, authorize the Mayor to sign the Agreement on behalf of the City of Pittsburg.
- e. Approval of staff recommendation to award the bid for the annual purchase of unleaded gasoline and diesel fuel to Producers Cooperative Association, of Girard, Kansas, in the amount of \$0.004 per gallon above base price for both unleaded and diesel fuel and \$0.0875 per gallon above base price for the small fuel tanks located at various facilities.
- f. Approval of the applications submitted by Dillons #108 (2600 North Broadway), Walmart #72 (2710 North Broadway), and Pump N Pete's (1711 North Broadway) to sell Cereal Malt Beverages for the year 2015 and direct the City Clerk to issue the licenses.
- g. Approval of the 2015 dues to the League of Kansas Municipalities in the amount of \$7,356.77.

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, December 09, 2014
5:30 PM

- h. Approval of the requests submitted by Matt Hess Construction, LLC and Gerry Dennett Building, Inc., to develop the remaining four lots at Lincoln Square Development under the Moderate Income Housing (MIH) grant program and, if approved, authorize the Mayor to sign the required development documents.
- i. Approval of the Appropriation Ordinance for the period ending December 9, 2014, subject to the release of HUD expenditures when funds are received. **ROLL CALL VOTE.**

PUBLIC HEARINGS:

- a. 2014 BUDGET AMENDMENT - The City advertised for a Public Hearing to be held on Tuesday, December 9, 2014, at 5:30 p.m. in the City Commission Room , located in the Law Enforcement Center, located at 201 N. Pine, to hear and answer objections of taxpayers relating to the proposed amended use of funds in the 2014 budget. **Following Public Hearing, approve or disapprove amended use of funds.**
- b. REQUEST TO VACATE - The City of Pittsburg advertised for Public Hearing, on Tuesday, December 9th, 2014, at the City Commission Meeting commencing at 5:30 p.m. for the purpose of vacating the alley located in the 1800 Block of South Broadway described as the east-alley alley beginning at the east right-of-way line Pine Street and extending east to the west right-of-way line of Broadway Avenue located adjacent to Lots 28 thru 36 in Coulter and Ralston's Addition to the City of Pittsburg, Crawford County, Kansas. **Following Public Hearing, consider request and, if approved, direct the City Attorney to prepare the necessary Order.**

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, December 09, 2014
5:30 PM

CONSIDER THE FOLLOWING:

- a. REQUEST TO REZONE - The Planning and Zoning Commission, in its meeting of November 24, 2014, voted unanimously to recommend Governing Body approval of a request submitted by Larry Spresser to rezone 502 S. Joplin and 305 E. Ramsey from R-2 Two-Family Residential to RP-3 Planned Medium Density Residential to allow for the future construction of a duplex on the properties. **Approve or disapprove recommendation. (If the Governing Body is not in agreement with the recommendation as provided, the State Statutes stipulate that the Governing Body, by a 2/3 majority, may override the recommendation or may return the recommendation to the Planning and Zoning Commission for further consideration. A return of the recommendation must be accompanied with a statement specifying the basis for the Governing Body's returning the recommendation.)**

NON-AGENDA REPORTS & REQUESTS:

EXECUTIVE SESSION:

- a. EXECUTIVE SESSION - An Executive Session is necessary for discussion of personnel matters of nonelected personnel. **Motion to recess into Executive Session for approximately 30 minutes for discussion regarding personnel matters of nonelected personnel.**

ADJOURNMENT

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

A Regular Session of the Board of Commissioners was held at 5:30 p.m., on Tuesday, November 25th, 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.

Mayor Murnan led the flag salute.

PROCLAMATION – Mayor Murnan proclaimed Tuesday, December 2nd, 2014, as Disability Mentoring Day in Pittsburg.

PUBLIC INPUT - Jeff Wilbert, on behalf of Pittsburg Beautiful, asked permission to place brackets with hanging baskets on the downtown street light poles at no cost to the City. It was the consensus of the Governing Body to allow the placement of the baskets. Mr. Wilbert indicated that he would keep the City Commission apprised of the hanging basket project.

APPROVAL OF MINUTES – NOVEMBER 10th, 2014 - On motion of O'Bryan, seconded by Munsell, the Governing Body approved the November 10th, 2014, City Commission Meeting minutes as submitted. Motion carried.

ORDINANCE NO. G-1213 - On motion of O'Bryan, seconded by Munsell, the Governing Body approved Ordinance No. G-1213, amending Section 82-285 of the Pittsburg City Code concerning applications for water service, on first and only reading. Motion carried.

ORDINANCE NO. G-1214 – On motion of O'Bryan, seconded by Munsell, the Governing Body approved Ordinance No. G-1214, amending Section 10-73 of the Pittsburg City Code concerning the dates yearly registration fees for dogs are due without penalty, on first and only reading. Motion carried.

ORDINANCE NO. G-1215 – On motion of O'Bryan, seconded by Munsell, the Governing Body approved Ordinance No. G-1215, amending Section 42-35 of the Pittsburg City Code concerning the penalty due for delinquent payment of a business license, on first and only reading. Motion carried.

ORDINANCE NO. S-1018 – On motion of O'Bryan, seconded by Munsell, the Governing Body approved Ordinance No. S-1018, authorizing the City of Pittsburg, Kansas, to issue its Taxable Industrial Revenue Bonds, Series A, 2014 and Series B, 2014 (Pinamonti Physical Therapy Project) for the purpose of the acquisition, construction and equipping a physical therapy and wellness facility; and authorizing certain other documents and actions in connection therewith on first and only reading. Motion carried.

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

CHANGE ORDER AND FINAL PAYMENT - HOMER STREET WIDENING PROJECT – EAST SIDE – On motion of O'Bryan, seconded by Munsell, the Governing Body approved Change Order No. 1 reflecting an increase of \$1,407.50 making a new contract construction amount of \$34,407.50 and final payment in the amount of \$7,378.10 to Goins Enterprises, of Joplin, Missouri, for the Street Widening Project on the East Side of Homer Street North of Ford Street. Motion carried.

CHANGE ORDER AND FINAL PAYMENT – MEADOWBROOK MALL SANITARY SEWER EXTENSION PROJECT – On motion of O'Bryan, seconded by Munsell, the Governing Body approved Change Order No. 1 reflecting a deduct of \$2,442.00 making a new contract construction amount of \$84,381.00 and final payment in the amount of \$9,741.66 to Polston Construction Co., Inc., of Lamar, Missouri, for the Meadowbrook Mall Sanitary Sewer Extension Project. Motion carried.

DISPOSITION OF BIDS – FIBER OPTICS MATERIAL – On motion of O'Bryan, seconded by Munsell, the Governing Body approved staff recommendation to reject the bids received for the purchase of fiber optics materials, accessories and components to be utilized in the construction of the fiber optics improvements/communications backbone due to an irregularity in the bid and authorized staff to revise the bid specifications and to re-bid at a later date. Motion carried.

DECLARATION OF SURPLUS – On motion of O'Bryan, seconded by Munsell, the Governing Body authorized staff to declare a 1999 Ford Econoline, 2001 Chevrolet S-10, 1987 Chevrolet 1 ton truck, 1999 Ford F-150, 2000 Chevrolet 1 ton truck, 1997 Ford F-150, 1990 Chevrolet ¾ ton truck and a 1992 Ford F-150 as surplus and authorized staff to dispose of the vehicles either through the receipt of sealed bids or to sell for salvage. Motion carried.

ACCEPTANCE OF LAND DONATION – On motion of O'Bryan, seconded by Munsell, the Governing Body accepted the donation of land located at 729 West 3rd Street (described as Lot 48, Forest Park 2nd Addition to the City of Pittsburg, Crawford County, Kansas) from Jerald Gobl, of Ft. Scott, Kansas and, directed the City Clerk to send a letter to Mr. Gobl accepting the donation. Motion carried.

PLACEMENT OF STOP SIGNS – On motion of O'Bryan, seconded by Munsell, the Governing Body approved staff's recommendation to place stop signs at the intersections of 18th and Pine and 19th and Pine requiring traffic to stop at 18th Street and 19th Street and authorized City staff to install the stop signs. Motion carried.

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

CEREAL MALT BEVERAGE LICENSE RENEWALS - On motion of O'Bryan, seconded by Munsell, the Governing Body approved Cereal Malt Beverage License applications submitted by Four Oaks Golf Course (910 Memorial Drive), Casey's General Store #2893 (2912 North Broadway), Casey's General Store #2961 (612 South Broadway), Casey's General Store #2962 (434 West 4th Street), Walgreens (1911 North Broadway), Bo's One Stop, Inc. (1116 West 4th Street), Pizza Hut (102 East Quincy), Snak Atak #5 (1101 East 4th Street), Pitt Stop (902 South Joplin), Pump N Pete's (4002 North Broadway), Pump N Pete's (1307 South Broadway), and Rhodes Grocery, Inc. (310 East Centennial) for the year 2015 and directed the City Clerk to issue the licenses. Motion carried.

APPOINTMENTS/REAPPOINTMENTS – BOARD OF ZONING APPEALS – On motion of O'Bryan, seconded by Munsell, the Governing Body reappointed Joseph Caskey to a second term effective January 1st, 2015 and to expire December 31st, 2017; appointed Bob Gilmore to serve the unexpired term of Aaron McConnell effective January 1st, 2015 and to expire December 31st, 2016; and appointed Dr. Tim Bailey to serve a first term effective January 1st, 2015 and to expire December 31st, 2017, all as members of the Board of Zoning Appeals. Motion carried.

APPOINTMENTS/REAPPOINTMENTS – PLANNING AND ZONING COMMISSION – On motion of O'Bryan, seconded by Munsell, the Governing Body reappointed Dave Holloman to a first term effective January 1st, 2015 and to expire December 31st, 2017; reappointed Timothy Kundiger to a second term effective January 1st, 2015 and to expire December 31st, 2017; and appointed Francis DeMott to a first term effective January 1st, 2015 and to expire December 31st, 2017, all as members of the Planning and Zoning Commission. Motion carried.

APPOINTMENTS/REAPPOINTMENTS – CITIZEN'S ADVISORY BOARD - On motion of O'Bryan, seconded by Munsell, the Governing Body reappointed Tony Dellasega to a second three-year term, and appointed Tony Sanchez to a first three-year term, effective January 1, 2015 and to expire on December 31, 2017, both as members of the Citizen's Advisory Board. Motion carried.

REAPPOINTMENTS – HUMAN RELATIONS COMMISSION – On motion of O'Bryan, seconded by Munsell, the Governing Body reappointed Kaylene Mayerske, Mark Newbold, Nazar Saman, and Marilyn Sheldon to second three-year terms effective January 1, 2015 and to expire December 31st, 2017, all as members of the Human Relations Commission. Motion carried.

APPROPRIATION ORDINANCE – On motion of O'Bryan, seconded by Munsell, the Governing Body approved the Appropriation Ordinance for the period ending November 25th, 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.

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

PURCHASE OF STREET SWEEPER – On motion of Munsell, seconded by Gray, the Governing Body authorized the Public Utilities Department to declare the 2006 Schwarze Sweeper, Equipment Code 337-012, Model No. M6000, Serial No. 1FVAC8CS47H858277, as surplus property and to be utilized as trade-in value for the purchase of a 2014 Schwarze Model A7 Tornado Regenerative Air Street Sweeper mounted on a 2015 Model Freightliner M2 Conventional Chassis under the State of Missouri Purchasing Contract currently held by Elliott Equipment Co., of Grandview, Missouri, in the net after trade amount of \$172,643.00 (total purchase price of \$199,143.00 less trade-in price of \$26,500.00). Motion carried.

PURCHASE OF SLOPE MOWER – On motion of Munsell, seconded by Gray, the Governing Body authorized the Public Utilities Department to purchase a new slope mower under the State of Missouri Purchasing Contract currently held by Tiger Corporation through their servicing dealer Sellers Equipment, of Wichita, Kansas, in the amount of \$65,622.00. Motion carried.

PURCHASE OF VEHICLES – On motion of O'Bryan, seconded by Ketterman, the Governing Body authorized staff to purchase the following 2014 Budgeted vehicles under the State Contract currently held with Shawnee Mission Ford: One (1) New 2015 F150 XL Crew Cab 4x4 Truck, Five (5) New 2015 F150 XL Super Cab 4x4 Trucks, One (1) New 2015 F250 Super Cab 4x2 Truck, One (1) New 2015 F250 Regular Cab 4x4 Truck, and One (1) New 2015 Ford Fusion Hybrid S for a final purchase amount of \$218,237.00 and authorized the issuance of the necessary purchase orders. Motion carried.

ORDINANCE NO. S-1017 – On motion of Gray, seconded by O'Bryan, the Governing Body adopted Ordinance No. S-1017, granting to Kansas Gas Service, a Division of ONE Gas, Inc., its successors and assigns, a natural gas franchise, prescribing the terms thereof and relating thereto, and repealing Ordinance No. S-915, on first and only reading. Motion carried.

ORDINANCE NO. G-1216 – On motion of Munsell, seconded by Ketterman, the Governing Body adopted Ordinance No. G-1216, annexing land into the limits and boundaries of The City of Pittsburg, Kansas, pursuant to K.S.A. 12-520c, as amended, on first and only reading. Motion carried.

3RD AND BROADWAY TRAFFIC SIGNAL – On motion of Ketterman, seconded by Gray, the Governing Body authorized staff to remove the traffic signals at 3rd and Broadway and to replace them with stop signs requiring traffic to stop at 3rd Street. Motion carried.

EMPLOYEE HEALTH INSURANCE – On motion of Gray, seconded by Ketterman, the Governing Body agreed to delay consideration of staff request to contract with Core Source, Delta Dental and MedTrak for City employee health insurance for the year 2015, until a Special Meeting to be held on December 2nd, 2014. Motion carried.

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

2013 COMPREHENSIVE ANNUAL FINANCIAL REPORT - Finance Director Jamie Clarkson presented information regarding 2013 Comprehensive Annual Financial Report.

CASINO PROPOSAL SUPPORT – It was the consensus of the Governing Body to direct the Mayor to sign a Letter of Support for Crawford County casino applicants.

ADJOURNMENT: On motion of Ketterman, seconded by Gray, the Governing Body adjourned the meeting at 7:04 p.m. Motion carried.

Monica Murnan, Mayor

ATTEST:

Tammy Nagel, City Clerk

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
December 2nd, 2014

A Special Session of the Board of Commissioners was held at 5:00 p.m., on Tuesday, December 2nd, 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.

EMPLOYEE HEALTH INSURANCE – On motion of O'Bryan, seconded by Gray, the Governing Body authorized staff to enter into an agreement with CoreSource to be the City's Third Party Administrator (TPA) for health insurance, with the provider network to be covered by ProviDRS Care and HS Technology, dental services to be provided through Delta Dental, and pharmacy services to be provided through MedTrak. Motion carried with Munsell voting in opposition.

Director of Human Resources Megan Fry noted that the five references she received regarding HS Technology were all positive.

Commissioners thanked Blue Cross Blue Shield personnel for their assistance over the years. Commissioners further thanked City staff for their work on the health care renewal process.

Commissioner Ketterman asked how often this contract would be reviewed and renewed. City Manager Daron Hall stated that this is an annual contract.

ADJOURNMENT: On motion of Gray, seconded by Ketterman, the Governing Body adjourned the meeting at 5:11 p.m. Motion carried.

Monica Murnan, Mayor

ATTEST:

Tammy Nagel, City Clerk



DATACENTER REFRESH SCOPE OF WORK

*Statement of Work
for Data Center
Services*

Account Manager: Greg Moore

Design Architect: Mark Ortiz

Date: 10/14/2014

AOS
Expect the Best!

Statement of Work

This Statement of Work covers professional services work AOS will perform for City of Pittsburg. Beginning on a mutually agreed upon date, AOS will provide one or more qualified technical consultants and/or Project Management personnel on a Fixed Fee basis for City of Pittsburg in 201 W. 4th STREET, PO BOX 688, Pittsburg, KS. 66762.

AOS will consider additional work not explicitly stated in this Statement of Work as “out-of-scope” and will require a “change order”.

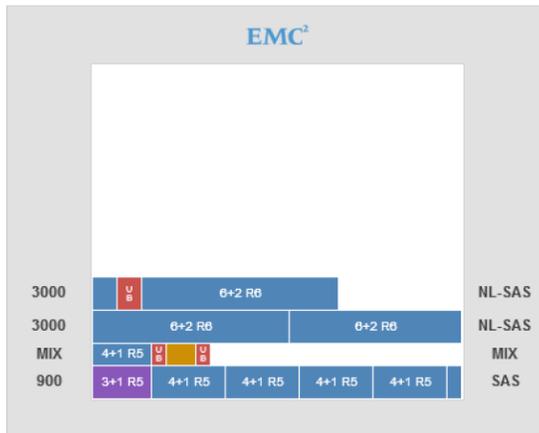
Summary

The City of Pittsburg has requested the assistance of AOS to refresh their current production datacenter. The current datacenter contains mostly physical servers with only a few test virtual machines. After the deployment of this project the City of Pittsburg will have the ability to virtualize current physical machines to reduce support cost and begin designing a Disaster Recover (DR) solution. The new environment will also provide the necessary resources to support the cities New World and Lucity projects. AOS will work with local IT staff to deploy new EMC VNX and Isilon storage, Cisco UCS blade servers, VMWare vSphere, and Commvault for backups.

EMC VNX and Isilon Storage

An AOS SE will deploy a new EMC VNX 5200. This will be a block only array to support the customers VMware vSphere environment. The array will be configured with 30x 900GB 10K drives, 25x 3TB NL-SAS drives, and 3x 200GB EFD drives. The combined capacity of the drives will provide up to 66TB of usable capacity. Network connectivity will be provide by 10GB FCOE connections to the core network switch.

In an effort to provide flexibility for future expansion options not all drives will be utilized upon completion of this project. Some drives will be left un-provisioned so the IT staff can quickly respond to unforeseen requests. AOS will provide training on how to expand usable capacity when necessary. The AOS SE will configured 3x 4+1 raid5 and 2x 6+2 raid6 disk groups into a single FAST Pool. An additional FAST Pool consisting of a single 4+1 raid5 (900GB drives) will be used for Commvault email Archiving. This will provide 46TB of usable capacity which is more than the customers current data load. The 5 unused 900GB drives can be added to either FAST Pool at a later date or utilized as part of a future DR project.



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
NL-SAS 100GB FAST VP	0	300GB 15K	0	1TB 0
NL-SAS 200GB FAST VP	1	600GB 10K	0	2TB 0
MIX 400GB FAST VP	0	600GB 15K	0	3TB 25
SAS		900GB 10K	30	4TB 0
		1.2TB 10K	0	

EMC Isilon will be installed to host video and backup data for the City of Pittsburg. The Isilon cluster will consist of 3x Isilon NL400 72TB nodes. This will provide about 125TB of usable capacity. AOS will install and configure the nodes while providing training to local IT staff. The Isilon nodes will be connected to the core network switch utilizing 10GBe.

Cisco UCS Blade Servers

A Cisco UCS blade solution will be deployed to host the City of Pittsburg virtual environment. The UCS will be configured with 4x b200 M3 blades each with dual Intel E5-2660v2 processors (2.2GHz, 10-core) and 192GB of RAM. An AOS SE will install VMware vSphere on all blades and utilize boot from SAN technology.

VMware

VMware will be deployed in the production environment to provide a virtual platform for the City of Pittsburg. AOS will install VMware vSphere on the 4x b200 m3 blades in the UCS

Commvault

Today the City of Pittsburg supports 3 unique Backupexec environments. This environment is insufficient to back up the current environment. Only 2TB of the total 16.2TB of used data is being protected today. The new Commvault environment will provide 8TB of backup capacity. This will enable the IT staff to backup the most critical servers. Backup requirements will be reevaluated after

the server virtualization project is completed. At that time may be modified and increased to ensure all server are covered by the backup solution.

The City of Pittsburg has requested storage capacity in the AOSCloud environment to host a copy of their backup data. This will provide the IT staff the ability to recover their environment in case of a long term outage of the production environment.

AOS will deploy to 2 new Cisco b200 M3 servers to support the new Commvault environment. One will be used for the Commvault media agent utilizing Isilon storage. The second server will support email archiving and will utilize 5x 900GB drives on the VNX 5200.

Commvault services will be utilized to deploy the Commvault software.

Scope and Approach

Experienced AOS personnel, or authorized agents, will perform the following implementation tasks:

EMC VNX 5200 Block Implementation

Site preparation required for VNX 5200:

- Base VNX hardware for a block only system (DPE) requires 2 C13/C14 (208V) power outlets.
- Each additional VNX DAE requires 2 C13/C14 power outlets.
- Two 30 Amp circuits will be required.
- The VNX will require 2 1Gb Ethernet connections for management.
- The VNX will require 2 IP addresses for management.
- This solution will require 11 rack units of standard 19" 4 post rack space.
- VNX Monitoring and Reporting will require a customer supplied Windows or Linux server.

AOS Engineer will perform the following installation tasks:

- Validate all components are onsite.
- Install all array related components into Customer supplied 4 post rack.
 - DPE (DataProcessor Enclosure)
 - DAE (Drive Array Enclosure)
- EMC VNX 5200 Storage Array configuration tasks.
 - Working with the Customers storage Administrator(s), talk through possible storage scenarios that will best support the new storage deployment.

- Implement the agreed upon storage layout leveraging traditional Raid Groups or FAST Virtual Pools.
- Create agreed upon storage pools/raid groups and LUNs.
- Implement agreed upon network connectivity leveraging FCoE over 10Gbit Ethernet.
- Configure TCP/IP ports with appropriate vLAN(s) and Port Channels.
- Configure FC ports with appropriate vSAN(s) and perform required FC zoning.
- Attach up to 4 Customer supplied Host Servers.
 - These host servers will be limited to Microsoft Windows, Linux, or VMware ESX/ESXi.
 - HBA and required software installation will require a reboot of the host.
- Install and configure VNX Monitoring and Reporting on a customer supplied server. This application requires a 64bit operating system and can be installed on either Windows or Linux.
- Validate the implementation using the AOS Test Plan.
- Complete “As Built” documentation with the current configuration of the solution at time of installation.
- Provide a minimum Functional Overview of all related hardware, software, and documentation used in any project. AOS does not consider such an overview a substitute for formal product education. Please talk to the account manager about professional training services and additional documentation services.

Note: It is highly recommended that the customer dedicate multiple resources to work with AOS Engineers during the course of the entire project. This will greatly increase the customer’s proficiency with administration of the system.

EMC Isilon Implementation

Site preparation required for each Isilon:

- EMC/Isilon 40U Equipment racks (1per site) with quad PDUs.
- Four 30 Amp circuits will be required at each site with support for 208v power supplies.
- The Isilon will require 2 10Gb Ethernet connection per node
- The Isilon Grids will require an IP address range for internal node communication
- The Isilon Grids will require an IP address range for external node communication for CIFS or NFS traffic.

AOS Engineer will perform the following installation tasks for each Isilon grid:

- Meets with the customer to ensure that the environment and operational implementation requirements (hardware, software, and infrastructure) are met by the customer.
- Plans and estimates a schedule for the installation tasks for the services.
- Performs the hardware installation.
 - Unpacks all hardware.
 - Installs the slide rails in the rack.
 - Installs the front panel on the node.
 - Mounts the node in the rack.
 - Mounts Infini-band switches as necessary.
 - Connects power and network cables.
 - Powers on the cluster.
- Creates an Isilon cluster (if this node is part of a new cluster), but does not configure the OneFS modules.
- Adds (joins) the node to the cluster (if this node is added to an existing cluster).
- Conducts Isilon Onsite Verification Test (OVT) to verify that the hardware is operating within specifications.
- Runs basic network connectivity tests (Ping, WebAdmin, Windows File Sharing, NFS, and HTTP).
- Uploads OVT and hardware configuration logs to an Isilon FTP server.

Configuration for Isilon (Basic) service during this engagement:

- Meets with the customer to ensure that the environment and operational implementation requirements (hardware, software, and infrastructure) are met by the customer, and provides the customer with a list of required or beneficial updates.
- Verifies the installation or configuration results, or both.
- Provides the customer with the Configuration Guide.
- Configures one or more of the following:
 - Single directory service
 - SmartConnect™ – single zone
 - Basic Snapshot functionality
 - Single Network Subnet
 - Single File Share (CIFS/SMB, NFS, or HDFS)
 - Email alerts and SupportIQ
- Advises the customer on Protection Levels.
- Provides a General Cluster Management Tutorial.
- Provides a License Management Tutorial.
- Provides an Isilon Support tutorial.

AOS Extended Services:

- Configure replication to a secondary Isilon.
- Validate the implementation using the AOS Test Plan.

- Complete “As Built” documentation with the current configuration of the solution at time of installation.
- Provide a minimum Functional Overview of all related hardware, software, and documentation used in any project. AOS does not consider such an overview a substitute for formal product education. Please talk to the account manager about professional training services and additional documentation services.

Note: It is highly recommended that the customer dedicate multiple resources to work with AOS Engineers during the course of the entire project. This will greatly increase the customer’s proficiency with administration of the system.

Cisco Unified Compute System Deployment

Site preparation required for UCS:

- The Cisco 5108 Blade Enclosure requires 4 NEMA C19 power outlets per chassis.
- 208 volt power is required for the 5108 chassis.
- Each fabric interconnect requires 2 C13/C14 or Nema 5-15 power outlets.
- A minimum of 2 Ethernet connections from each fabric interconnect will be required to connect to the Customer’s existing Ethernet infrastructure for upstream connectivity.
- Each Fabric Interconnect will require 1 Ethernet connection to the Customer’s existing Ethernet Infrastructure for management.
- Each MDS Fiber Channel switch will require 1 Ethernet connections to the Customer’s existing Ethernet infrastructure for management.
- A minimum of 2 Fiber Channel connections from each fabric interconnect will be required to connect to the Customer’s Fiber Channel infrastructure.
- Each Fabric Interconnect will require 1 IP address for management.
- Each MDS Fiber Channel switch will require 1 IP address for management.
- The UCS Chassis virtual cluster will require 1 IP addresses.
- Each installed blade will require 2 IP addresses.
- Cisco Site ID, Contract Number, and a Customer CCO login will be required during setup of the UCS system.

AOS Engineer will perform the following installation tasks:

- Validate and inventory Cisco UCS parts.

- Unbox, rack, and wire the Cisco UCS kit:
 - 2 Fabric Interconnects
 - 5108 Blade chassis enclosure(s).
 - Blade Servers (all assembly as required).
 - 2 MDS Fiber Channel Switches
- Configure management IP addressing on the Fabric Interconnects and UCS Chassis.
- Configure network connectivity between Fabric Interconnects and UCS Chassis.
- Work with the Customer to configure upstream connectivity from the UCS system to the Customer Ethernet infrastructure.
- Work with the Customer to configure upstream connectivity from the UCS system to the Customer Fiber Channel infrastructure.
- Work with the Customer to determine proper configuration of pools and profiles for the environment.
- Configure network and SAN connectivity between the Fabric Interconnects and UCS Chassis.
 - VLANs, VSANs, vNICs, vHBAs, MAC Pools, WWN Pools, Policies
- Configure Service Profile templates and apply to the blades.
- Configure Administrative tasks within the UCS infrastructure. This includes but it not limited to User, Alert, and Call Home configuration.
- Test and set management TCP/IP addresses of the 6200 fabric interconnects.
- Validate the implementation using the AOS Test Plan.
- Complete “As Built” documentation with the current configuration of the solution at time of installation.
- Provide a minimum Functional Overview of all related hardware, software, and documentation used in any project. AOS does not consider such an overview a substitute for formal product education. Please talk to the account manager about professional training services and additional documentation services.

Note: It is highly recommended that the customer dedicate multiple resources to work with AOS Engineers during the course of the entire project. This will greatly increase the customer’s proficiency with administration of the system.

VMware vSphere 5 Implementation

Site preparation required for VMware vSphere 5 Implementation:

- Customer is responsible for obtaining vSphere 5 licenses from the VMware license portal.
- Each ESXi server will require a hostname and 1 IP address for management.
- vMotion requires a separate VLAN with 1 IP address per ESXi server. This does not need to be a routable VLAN.
- vCenter 5.x can be ran on a Windows server, or as a Linux appliance provided by VMware. If ran on Windows it requires a 64bit Windows operating system, and Windows 2012 is recommended.
- Small environments (Less than 5 ESXi servers and/or 50VMs) can use SQL Express for the vCenter database if installed on a Windows host. Larger environments will require a full SQL instance for the vCenter databases.

AOS Engineer will perform the following installation tasks:

- Install VMware ESXi 5.x (4) hosts in production site.
- Install vCenter 5.x on customer supplied server or virtual machine.
- Add ESXi servers to the vCenter inventory.
- Configure networking on all ESXi servers to meet customer requirements.
- Configure VMFS data stores to meet customer requirements.
- Configure cluster in VMware to support the purchased licensed features (HA, DRS)
- Configure resource pools if desired by the Customer.
- Configure alarms within vCenter if desired by the customer.
- Working with the Customer install a Windows 2008R2 or 2012 template VM.
- Migrate up to 2 physical servers to VMware utilizing VMware Converter. This will be done during business hours and downtime for the servers will be required.
- Validate the implementation using the AOS Test Plan.
- Complete "As Built" documentation with the current configuration of the solution at time of installation.
- Provide a minimum Functional Overview of all related hardware, software, and documentation used in any project. AOS does not consider such an overview a substitute for formal product education. Please talk to the account manager about professional training services and additional documentation services.

Note: It is highly recommended that the customer dedicate multiple resources to work with AOS Engineers during the course of the entire project. This will greatly increase the customer's proficiency with administration of the system.

VMware vCenter Operations Manager Implementation

Site preparation required for Operations Manager:

- Customer is responsible for obtaining vCenter Operations Manager licenses from the VMware license portal.
- The following resources will be required to run the vCenter Operations manager vApp.
 - 4 virtual CPUs
 - UI VM: 2 vCPU
 - Analytics VM: 2 vCPU
 - 16GB of RAM
 - UI VM: 7GB
 - Analytics VM: 9GB
 - 900GB of free disk space
 - UI VM: 100GB
 - Analytics VM: 800GB
- Operations Manager will require 2 IP addresses for the vApp VMs on the Customer network.

AOS Engineer will perform the following installation tasks:

- Deploy the VMware vCenter Operations Manager vApp on the Customer's vSphere environment.
- Configure Operations Manager to monitor vCenter.
- Install Operations Manager licenses.
- Work with Customer to determine what items will be monitored with Operations Manager.
- Configure Operations Manager to meet customer requirements.
- Configure alerting within Operations manager.
- Validate the implementation using the AOS Test Plan.
- Complete "As Built" documentation with the current configuration of the solution at time of installation.

- Provide a minimum Functional Overview of all related hardware, software, and documentation used in any project. AOS does not consider such an overview a substitute for formal product education. Please talk to the account manager about professional training services and additional documentation services.

Note: It is highly recommended that the customer dedicate multiple resources to work with AOS Engineers during the course of the entire project. This will greatly increase the customer's proficiency with administration of the system.

CommVault Hardware Implementation

Site preparation required for Commvault Implementation:

AOS Engineer will perform the following installation tasks:

Commvault Install:

- Install 2x b200 M3 blades
 - a. Boot from SAN
- Present VNX storage to one blade
 - a. 5x 900GB drive (4+1 raid5)
- Present Isilon storage to other blade.
 - a. 30TB of capacity

Note: It is highly recommended that the customer dedicate multiple resources to work with AOS Engineers during the course of the entire project. This will greatly increase the customer's proficiency with administration of the system.

Nexus 5672 Implementation

AOS will configure the following features for the Nexus 5672 equipment.

- Basic Management Parameters
 - Encrypted passwords

- SNMP community strings
- Console access
- Remote Administrative access
- Cisco Discovery Protocol
- Implement Layer 2 configuration including:
 - VLAN Trunking
 - VLAN Trunking Protocol
 - Spanning Tree Protocol
 - BackboneFast
 - UplinkFast
 - Root Guard
 - BPDU Guard
 - PortFast
 - Bridging
 - EtherChannels
- Implement Virtual Port Channel between the two Nexus 5672 switches
 - Configure two H10GB-CU1M links between the Nexus 5672 switches (Bearer Links)
 - Configure one 1G copper link (Keep Alive Links)
 - Configure Data Center Access switches in either “Looped Squared” or “Loop Free Inverted”

		Uplinks on Agg Switch in Blocking or Standby State	VLAN Extension Supported Across Access	Service Module Black-Holing on Uplink Failure (5)	Single Attached Server Black-Holing on Uplink Failure	Access Switch Density per Agg Module	Must Consider Inter-Switch Link Scaling
	Looped Triangle	-	+	+	+	-	(3) +
	Looped Square	+	+	+	+	+	-
	Loop-free U	+	-	(4) -	+	+	+
	Loop-free Inverted U	+	+	+	(1, 2) +/-	+	-
	FlexLinks	-	+	+	+	-	+

1. Use of Distributed EtherChannel Greatly Reduces Chances of Black Holing Condition
2. NIC Teaming Can Eliminate Black Holing Condition
3. When Service Modules Are Used and Active Service Modules Are Aligned to Agg1
4. ACE Module Permits L2 Loopfree Access with per Context Switchover on Uplink failure
5. Applies to when using CSM or FWSM in active/standby arrangement

10.30.16

- Configure up to sixteen 1G LH SMF connections to the remote sites.
- Configure a 1G connection to City Hall location.
- Configure six 10G interface for Isilon nodes. Cables are provided with Isilon equipment.
- Configure four 10G interfaces for VNX iSCSI connections.
- Configure eight 10G interfaces for Cisco Fabric Interconnect connections.
- Configure Layer 3 routing for the required VLANs.

Security Implementation Summary

AOS will implement the following Cisco and TrendMicro Security Appliances and Solutions:

- Perimeter Firewall using ASA5525x in high availability (HA) with Firepower Services.
- Firepower URL and AVC to provide outbound filtering web and application filtering and control (AVC). This solution includes advanced malware detection using Sourcefire AMP.
- Install Firesight Management Virtual Appliance to manage the ASA5525x IPS, URL, AMP, and AVC.
- Install TrendMicro Deep Security and SecureCloud solutions. Implementation will be completed by TrendMicro Professional Services.

Primary Internet Edge Firewall Install

Experienced AOS personnel, or authorized agents, will perform the following implementation tasks:

IMPORTANT: Anything not specifically included in this document is EXCLUDED.

Work Tasks

Work Task Description	To be completed by...
<p><u>ASA Setup High Availability</u></p> <ul style="list-style-type: none"> Update the new ASA 5525-X to the latest version of ASA IOS, and ASDM. Migrate the existing Cisco PIX configurations to the new ASA device. Configure Service Policy to inspect relevant traffic in the Firepower IPS, AVC, URL, and AMP engine. Configure SourceFire Firepower IPS – check recommendation engine. Setup (2) URL Filtering and/or AVC polices as examples for customer to use/modify. Install Sourcefire User Agent for integration of AD for Security Group and USER ID for policies. 	AOS
<ul style="list-style-type: none"> Install virtual FireSight Manager Virtual Appliance to manage ASA Firepower IPS, URL, AMP, and AVC. 	AOS
<ul style="list-style-type: none"> Provide 1 hour of customer training on how to configure and administer Firepower. After staging devices with functional configurations, cutover to the new firewalls, test, and verify functionality. 	AOS
<p><u>Other</u></p> <ul style="list-style-type: none"> Provide the required publically signed certificates if any. Provide Vmware resources for the building of the SourceFire Firesight Appliance. 	Customer

TrendMicro

Work Tasks

Work Task Description	To be completed by...
<p><u>Configure/Install</u></p> <ul style="list-style-type: none"> • Install/Configure Deep Security on four (4) Vmware hosts. • Install SecureCloud virtual Appliance. 	Trend Micro

Anything not specifically included in this document is **EXCLUDED**.

Deliverables

- Documentation of Physical layout of Environment
- Documentation of Logical layout of Environment
- Operational Administration and Best Practices Manuals

Customer Responsibilities

In addition to any work tasks assigned to the client above in this Statement of Work, the Client agrees to the following preparations for this project:

- Customer is responsible for ensuring that a full backup of systems and data is performed prior to upgrade process. Failure to do this can result in data loss and is not a part of the statement of work to restore data.
- Ensure that proper power is available, any necessary rack space has been allocated and proper environmental requirements are met for any new equipment installations prior to the consultant arriving on site. Failure to provide proper environmental conditions could void server/appliance factory warranties or, may result in a Change Management request and appropriate cost adjustments.
- Customer must designate a minimum of two (2) staff members to serve as primary and secondary contacts for the duration of this project. Please see "Contacts and Resources" section within this Statement of Work.

- Customer is responsible for allowing AOS to access facilities during normal business hours from 8 AM – 5 PM, Monday – Friday. Any scheduling outside of normal business hours must be coordinated through project’s designated contact(s) with one week advanced notice, (based upon availability) to allow for resource schedule coordination and procurement.
- Have any required existing server/host hardware and supported Operating Systems in good health with required service packs and/or patches applied prior to the consultant arriving on site. Systems requiring additional updates not specified in this Statement of Work will be out-of-scope and require a change form be completed.
- Provide an adequate workspace for AOS on site personnel with network connections to the Internet and customer’s network as required including parking, phone, necessary network connection information, IP addressing, proxy account information, etc. while satisfying customer Security Policy requirements. (Note: In preparation of conversion to virtual machines run defragmentation and disk clean up on target servers)
- Provide remote access connectivity as required to assist in the completion of this statement of work. (Assumes compliance with existing customer security policy.)
- Have customer personnel available during implementation window to provide any required assistance and/or facilitate necessary communications to accomplish the required work.

Contacts and Resources

AOS will perform work at the following location(s):

Location	Contact
201 W. 4th STREET, PO BOX 688, Pittsburg, KS. 66762	Jay Byers

Project Contacts

Name	Position/Company	Project Role
Jay Byers jay.byers@pittks.org Ph: 620.230.5685	Director of Innovation (CIO) City of Pittsburg	Project Primary Contact
Jeff Bair jwbair@pittks.org Ph: 620.230.5681	I.T. Manager City of Pittsburg	Project Primary Contact
Greg Moore greg.moore@aos5.com Ph: 913.744.3236	Account Manager Alexander Open Systems	Primary AOS Sales Contact
Mark Ortiz mark.ortiz@aos5.com Ph: 913.851.5406	Design Architect Alexander Open Systems	Technical AOS Sales Contact
AOS Scheduling scheduling-kc@aos5.com Ph: (913) 307-2330	Alexander Open Systems	AOS Engineer Scheduling

Consulting Fees

The following table lists the costs for a Fixed Fee engagement. Shipping and taxes are not included. All prices are in U.S. dollars. See *Pricing Assumptions* below for additional information.

Fixed Fee Description	Total Price
Total Services	\$71,120

Pricing Assumptions

- All equipment, software, licenses and services are presented to the City under the State of Kansas Procurement contracts [10330](#), [10932](#), [38294](#) and [13088](#).
- Unless otherwise identified within the scope or service brief, AOS bills travel one way to the customer site from the nearest AOS Office within that region at the identified engineer hourly rates.
- Except for the cutover(s) specified in this SOW, AOS will perform work during normally scheduled working hours (8:00 A.M. to 5:00 P.M. local time Monday through Friday), excluding AOS \ customer observed holidays. AOS will charge any work performed outside of these normal business hours at the rates shown below:
 - Overtime & Weekends billed at Normal Business Hours (NBH) + 50%
 - Holidays billed at Normal Business Hours (NBH) + 100% w/ (2) hour minimum
 - Emergency support billed at Normal Business Hours (NBH) + 50% w/ (2) hour minimum
- AOS will assess a cancellation fee of \$200 for scheduled work customer cancellations with less than 24 hour advanced notification. Notification of cancellations can be made to any of the contacts listed in the Contacts and Resources section.
- AOS sales and services are subject to any applicable AOS Master Services Agreement.
- City of Pittsburg hereby assumes all costs associated with said requested services. Associated costs include, but are not limited to, those that are set by AOS under this Statement of Work. AOS agrees to obtain approval by City of Pittsburg prior to incurring any costs in addition to those already itemized on this Statement of Work and the purchase order provided to AOS prior to the services being done.
- Typically, AOS will use local resources that will not require any travel expenses, assuming the work site is within an AOS office’s local work area. In the event AOS needs a non-local resource, AOS will obtain prior written approval before incurring any travel charges. City of Pittsburg will reimburse AOS for reasonable expenses incurred in connection with our performance of the Services, if any are required, including travel expenses, lodging, meals, parking fees, copying charges, delivery charges, postage, telephone charges and other related expenses.

- Payment of the net amount of an invoice is due 30 days from the date of AOS invoice, unless otherwise specified in this Statement of Work. All Pricing is subject to Other Terms and Conditions attached hereto and incorporated by this reference herein. Refer to Master Services Agreement for further information.
- All applicable state and local taxes, shipping charges (FOB customer dock), travel and associated expenses will be added to invoice.

Other Terms and Conditions

- AOS is not responsible for configuration, compatibility, or products requested per customer-provided specifications. AOS has professional design consulting services available to quote upon request.
- AOS will coordinate the ordering, delivery, warranties, and maintenance agreements of all equipment and software components listed that are purchased through AOS.
- Customer is responsible for returning all trade-in merchandise to the designated parties or issue a certificate of destruction if that is required. AOS will charge for equipment not returned.
- AOS will subject additional delays or communication coordination with 3rd party providers, (Telco's, local ISP's, remote vendors, etc.) not reflected in this Statement of Work to a Change Management Form request.
- Customer must pay block contracts in full prior to receiving the discounted rate on work. AOS subjects Fixed Fee and Hourly services to progress billing at the end of each AOS monthly billing cycle.
- Customer agrees not to solicit or pursue for employment any AOS personnel. Each party agrees not to hire or solicit for employment (or as an individual independent contractor) any employee of the other party until twelve (12) months after the date such person terminates employment with the other party. AOS further agrees not to hire or solicit for employment (or as an individual independent contractor) any other individual while he or she is performing services for Customer pursuant to a contract. If this paragraph is breached by the hiring of an employee of AOS, damages for such breach are agreed to be equal to the demonstrated cost of training a replacement for such individual. This paragraph does not apply to the hiring or solicitation of any individual who did not become known to the hiring or soliciting party as a result of the relationship between Customer and AOS created by this Agreement.
- AOS will only process orders signed by an agent of the company. AOS will require a purchase order if required by Customer's organization.

- This Statement of Work does not imply or guarantee a specific date or time frame for services to begin. All project timelines will be mutually agreed to by and between Customer and AOS.

Customer Acceptance

Due to the competitive confidentiality of information provided the accompanying materials, AOS and City of Pittsburg shall keep all such information in the strictest confidence and shall not be divulged to persons other than City of Pittsburg employees unless authorized by AOS. AOS bases the recommendations for equipment, programs and services on information customer has furnished to AOS and on observations by AOS. While AOS believes the price and materials list to be sound, the degrees of success with which equipment, applications and services are applied to information, processing is dependent on many factors, some of which are beyond the reasonable control of AOS.

The signature below affirms and acknowledges that you have read the above contents in its entirety and agree to the terms and conditions of this proposal as outlined.

Accepted for City of Pittsburg by:

Name (Print): _____ **Title:** _____

Signature: _____ **Date:** _____

Accepted for Alexander Open Systems by:

Name (Print): _____ **Title:** _____

Signature: _____ **Date:** _____



DEPARTMENT OF PUBLIC WORKS

201 W. 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: December 1, 2014

SUBJECT: Agenda Item – December 9, 2014
Supplemental Agreement No. 2
Professional Engineering Services
Quincy Street Improvements, Broadway Street to Joplin Street
KDOT Project No. 19 U-2287-01

Professional Engineering Consultants, P.A. has prepared and submitted for approval Supplemental Agreement No. 2 to modify the Agreement dated February 8, 2011 in conjunction with design of Quincy Street Improvements from Broadway Street to Joplin Street. This Supplemental Agreement provides for additional Preliminary Engineering Services to revise the drawings to account for the delay between the original bid letting date and the revised bid letting date of January 2015. The drawings shall be revised to comply with new standards for erosion control, to update all KDOT Standard Sheets which have been revised in the interim as well as to address requested water line plan changes at the northeast corner of Quincy and Joplin. The upper limit of compensation for work detailed in Phase I shall be revised upward by \$5,000 to \$183,105.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, December 9, 2014. Action necessary will be approval or disapproval of Supplemental Agreement No. 2 and, if approved, authorize the Mayor to sign the agreement on behalf of the City.

Attachment: Supplemental Agreement No. 2

SUPPLEMENTAL AGREEMENT NO. 2
to the
CONTRACT
for
ENGINEERING SERVICES
dated February 8, 2011, by and between

THE CITY OF PITTSBURG, KANSAS
Party of the First Part, hereinafter called the

"CITY"

and
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
104 South Pine, Pittsburg, Kansas 66762
Party of the Second Part, hereinafter called the

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract between the two parties covering engineering services to be provided by the ENGINEER in conjunction with design of Quincy Street located from Broadway Street to Joplin Street and designated by KDOT Project No. 19 U-2287-01; referred to as the PROJECT.

WHEREAS, it is the desire of both parties that the ENGINEER provide additional Preliminary Engineering Services to revise the Drawings to account for the delay between the original Letting Date and the revised Letting Date of January 2015, as described below:

NOW THEREFORE, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

Shall be amended to add the following:

The Drawings shall be revised to comply with new standards for erosion control, to update all KDOT Standard Sheets which have been revised in the interim as well as to address requested water line plan changes and plan changes at the northeast corner of Quincy and Joplin.

II. PAYMENT PROVISIONS

The Upper Limit of compensation for work detailed in Phase I shall be revised upward by \$5,000 to \$183,105.

III. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this or other supplemental agreements shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed Supplemental Agreement No. 2 as of this ____ day of November, 2014.

CITY OF PITTSBURG, KANSAS

By: _____

Title: _____

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

By: 

Bruce D. Remsberg, P.E.
Principal



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: December 2, 2014

SUBJECT: Agenda Item – December 9, 2014
DISPOSITION OF BIDS
Unleaded Gasoline and Diesel Fuel

Bids were received on Tuesday, December 2, 2014 for the purchase of Unleaded Gasoline and Diesel Fuel for the City for the period of January 1st to December 31st, 2015 (see attached bid tab sheet). The specifications were written to provide for a cost per gallon above the base price for Unleaded, Diesel and small fuel tanks located at various City facilities. It was the intention of the bid documents to provide for the cost per gallon for service and delivery above the cost of the fuel when delivery was accepted from the distributor.

After reviewing the bids received, the City staff is recommending that the bid be awarded to the lowest bidder that can meet the City's specifications, Producers Cooperative Association, of Girard, Kansas, with a cost above the base price of \$0.004 per gallon for both Unleaded and Diesel Fuel and \$0.0875 per gallon above the base price for the small fuel tanks.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, December 9, 2014. Action necessary will be approval or disapproval of staff's recommendation to award the bids to the low bidder as stipulated above.

Attachment: Bid Tab Sheet



The City of Pittsburg, Kansas
Recapitulation of Bids
Gasoline and Diesel Fuel

Tuesday, December 2nd, 2014
2:00 p.m.

Name & Address of Bidder	Per Gallon above base price Unleaded 87 Octane	Per Gallon above base price #2 Diesel	Per Gallon above base price 3 small Unleaded Gasoline Tanks	Per Gallon above base price 3 small Diesel Tanks
Producers Cooperative Association 164 W. 640 th Avenue Box 323 Girard, Kansas 66743	\$0.004	\$0.004	\$0.0875	\$0.875
Mansfield Oil Co. of Gainesville, Inc. 1025 Airport Parkway SW Gainesville, Georgia 30501	\$0.0107	\$0.0325	\$0.3229	\$0.3229
2014 BIDS	\$0.004	\$0.004	\$0.0775	\$0.0775



Interoffice Memorandum

TO: Daron Hall, City Manager

FROM: Tammy Nagel, City Clerk

DATE: December 2nd, 2014

SUBJECT: Agenda Item – December 9th, 2014
2015 Dues & Subscriptions - League of Kansas Municipalities

We have received notification from the League of Kansas Municipalities that our Dues and Subscriptions for 2015 are due in the amount of \$7,356.77. This amount is up \$4.33 over the dues paid for 2014 in the amount of \$7,352.44.

In the information provided by the League of Kansas Municipalities, the fluctuation in yearly dues is attributed to the city's population and assessed valuation.

Governing Body action needed is the approval of 2015 Dues and Subscriptions to the League of Kansas Municipalities in the amount of \$7,356.77.

If you have any questions or require additional information, please let me know.



League of Kansas Municipalities
 300 SW 8th Ave., Suite 100
 Topeka, KS 66603-3951
 785-354-9565

2015 Dues & Subscriptions

Bill To

City of Pittsburg
 201 W 4th St
 PO Box 688
 Pittsburg, KS 66762-0688

Date	Invoice #
12/1/2014	15-20

Due Date

12/31/2014

Qty	Description	Rate	Amount
1	2015 City Membership Dues	7,056.77	7,056.77
15	2015 Subscription to Kansas Government Journal	20.00	300.00

Total	\$7,356.77
Payments/Credits	\$0.00
Balance Due	\$7,356.77

INTEROFFICE MEMORANDUM

To: DARON HALL, TAMMY NAGEL
From: LACIE COTTRELL
CC: TROY GRAHAM
Date: DECEMBER 3, 2014
Subject: **AGENDA ITEM: LINCOLN SQUARE DEVELOPMENT**
DEED TO: MATT HESS (LOT #4, 8); GERRY DENNETT BUILDING, INC. (LOT #2, 3)

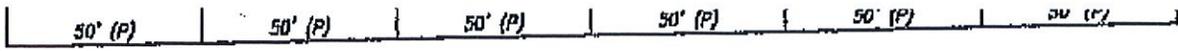
The City of Pittsburg has been awarded a grant for the Moderate Income Housing Program (MIH) by the State of Kansas, for the development of a block of land owned by the City at 18th and Locust. Ten quality homes meeting all program requirements are in the process of being built by area builders and are available for sale to homebuyers that qualify under the Moderate Income Housing Program guidelines. Currently, five homes are complete with homeowners and one home is under construction with a homebuyer in place.

Two developers, Matt Hess Construction, LLC and Gerry Dennett Building, Inc., are ready to proceed with contracts to build on the remaining four lots at Lincoln Square Development. Drawings have been reviewed and approved by the City's Building Official and the Development Agreements for Lots #2, 3, 4, 8 are ready to be signed by both developers. The lots being requested for development by Matt Hess Construction, LLC are Lots #4 & 8; and Gerry Dennett Building, Inc. Lots #2 & 3.

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

A plat of the Lincoln Square Development highlighting Lots #2, 3, 4, 8 is attached for your review and information. Included for the Mayor's signature are the Development Agreements and the Kansas Quit Claim Deeds of Lots #2, 3, 4, 8 from the City of Pittsburg to the developers, Matt Hess Construction, LLC and Gerry Dennett Building, Inc.

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



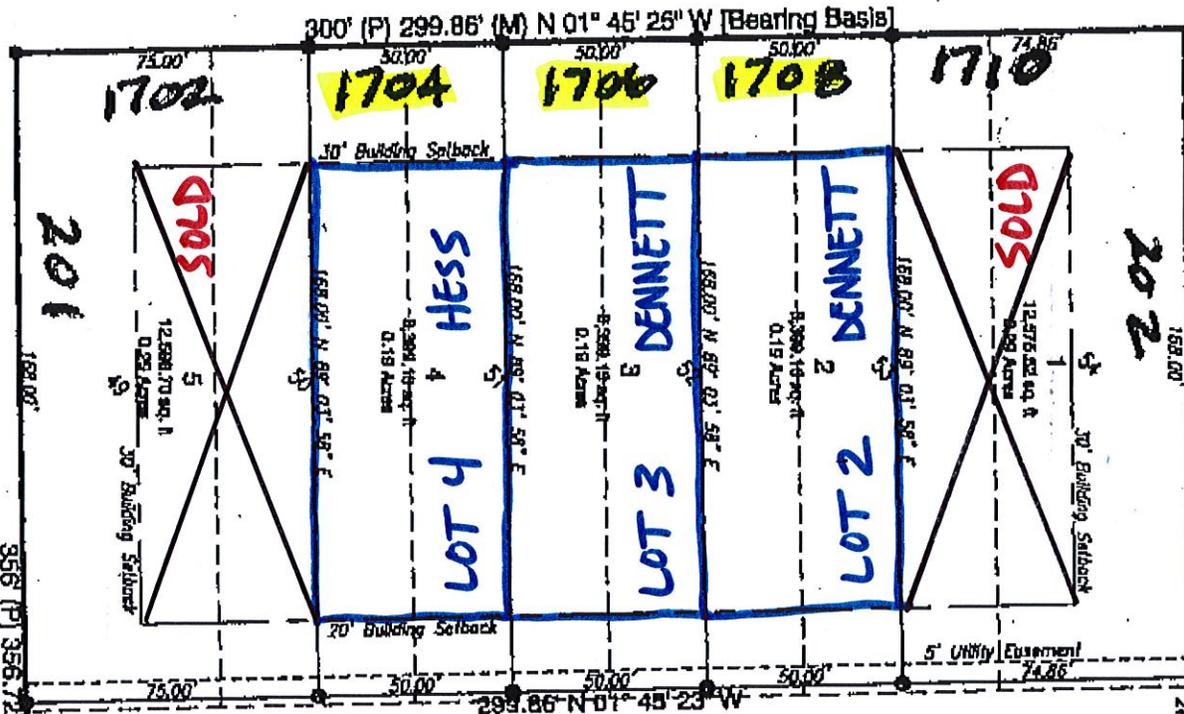
LOCUST STREET

70' (P)

70' (P)

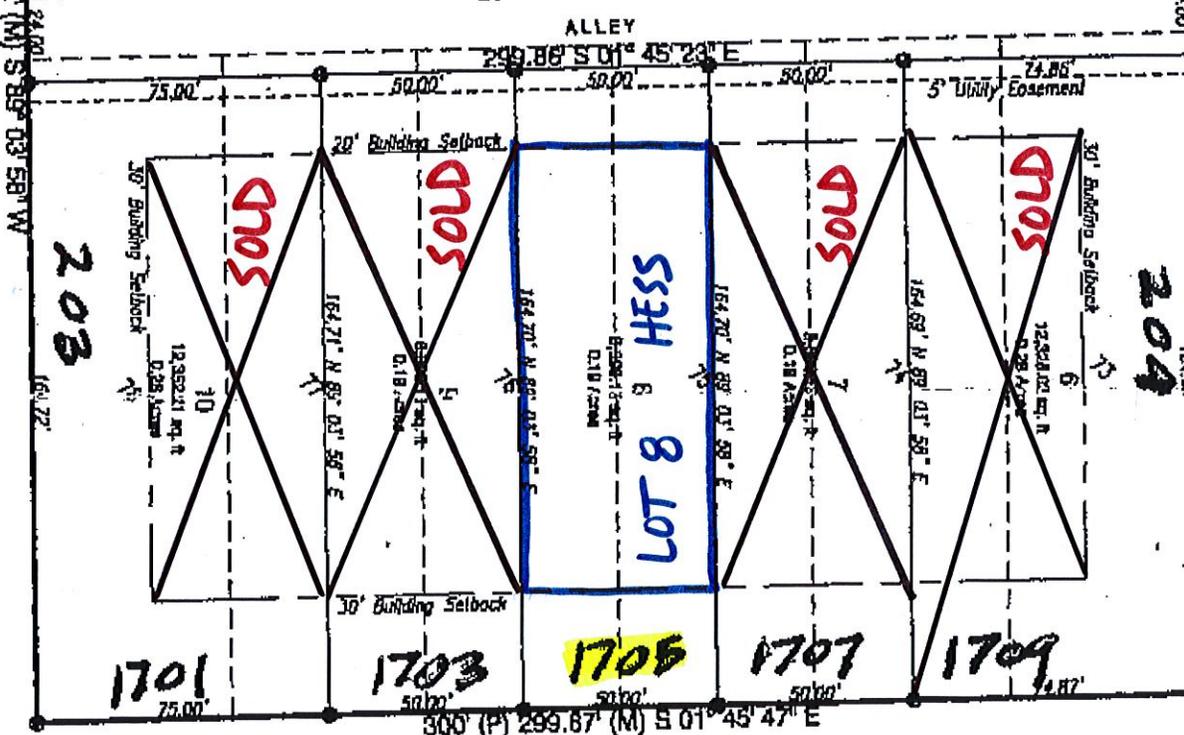
60' (P)

60.00' N 01° 45' 25"



EAST 17TH STREET

EAST 18TH STREET



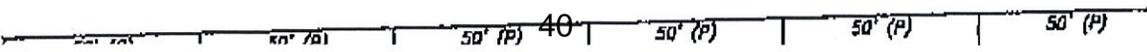
ELM STREET

70' (P)

70.00' N 89° 03' 54" E

60.00' S 01° 49' 35" E

60' (P)



**LINCOLN SQUARE
DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT, hereinafter referred to as “Agreement”, made this 9TH day of DECEMBER, 2014, by and between, the City of Pittsburg, Kansas, hereinafter referred to as “City” and GERRY DENNETT HOME BUILDING, INC., hereinafter referred to as “Developer”, whose address is 1514 WOODLAND DRIVE, PITTSBURG, KS 66762.

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

Lot No. 2 in Lincoln Square Addition, a sub-division of the City of Pittsburg, Kansas according to the recorded plat thereof.

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

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

CONSIDERATION

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

DEED

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

KANSAS HOUSING RESOURCE CORPORATION GRANT

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

INSURANCE

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

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

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

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

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

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

INDEMNIFICATION AND HOLD HARMLESS

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

TAXES

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

SITE CONDITIONS

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

TREES

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

CURBING AND SIDEWALKS

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

DEFAULT

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

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

ASSIGNMENT

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

BINDING NATURE

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

ENTIRE AGREEMENT

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

EXCLUSIVE LAW AND VENUE

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

COUNTERPARTS

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

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

CITY OF PITTSBURG, KS

GERRY DENNETT HOME BUILDING, INC.

By: _____
MONICA MURNAN, Mayor

By: _____
GERRY DENNETT, Developer

Attest:

TAMMY NAGEL, City Clerk

KANSAS QUIT CLAIM DEED

On this 9TH day of DECEMBER, 2014, City of Pittsburg, Kansas, a municipal corporation, (“Grantor”) Quitclaims to GERRY DENNETT BUILDING, INC., an individual, (“Grantee”) all of its interest in the following described real estate in Crawford County, Kansas:

Lot No. 2 in Lincoln Square Addition, a sub-division of the City of Pittsburg, Kansas according to the recorded plat thereof.

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

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

THE CITY OF PITTSBURG, KANSAS

By: _____
MONICA MURNAN, Mayor

ATTEST:

TAMMY NAGEL, City Clerk

STATE OF KANSAS)
) ss:
CRAWFORD COUNTY)

BE IT REMEMBERED, that on this 9TH day of DECEMBER, 2014, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came MONICA MURNAN, Mayor of the City of Pittsburg, Kansas, a Municipal Corporation duly incorporated and existing under and by virtue of the laws of Kansas; and TAMMY NAGEL, City Clerk of said City, who are personally known to me to be the same persons who executed as such officers the within instruments of writing on behalf of said City and such person duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

My Appointment Expires: _____

**LINCOLN SQUARE
DEVELOPMENT AGREEMENT**

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

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CONSIDERATION

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KANSAS HOUSING RESOURCE CORPORATION GRANT

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

INSURANCE

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

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

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

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

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

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

INDEMNIFICATION AND HOLD HARMLESS

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

TAXES

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

SITE CONDITIONS

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

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

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DEFAULT

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

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

ASSIGNMENT

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BINDING NATURE

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

ENTIRE AGREEMENT

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

EXCLUSIVE LAW AND VENUE

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

COUNTERPARTS

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

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

CITY OF PITTSBURG, KS

GERRY DENNETT HOME BUILDING, INC.

By: _____
MONICA MURNAN, Mayor

By: _____
GERRY DENNETT, Developer

Attest:

TAMMY NAGEL, City Clerk

KANSAS QUIT CLAIM DEED

On this 9TH day of DECEMBER, 2014, City of Pittsburg, Kansas, a municipal corporation, (“Grantor”) Quitclaims to GERRY DENNETT HOME BUILDING, INC., an individual, (“Grantee ”) all of its interest in the following described real estate in Crawford County, Kansas:

Lot No. 3 in Lincoln Square Addition, a sub-division of the City of Pittsburg, Kansas according to the recorded plat thereof.

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

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

THE CITY OF PITTSBURG, KANSAS

By: _____
MONICA MURNAN, Mayor

ATTEST:

TAMMY NAGEL, City Clerk

STATE OF KANSAS)
) ss:
CRAWFORD COUNTY)

BE IT REMEMBERED, that on this 9TH day of DECEMBER, 2014, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came MONICA MURNAN, Mayor of the City of Pittsburg, Kansas, a Municipal Corporation duly incorporated and existing under and by virtue of the laws of Kansas; and TAMMY NAGEL, City Clerk of said City, who are personally known to me to be the same persons who executed as such officers the within instruments of writing on behalf of said City and such person duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

My Appointment Expires: _____

**LINCOLN SQUARE
DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT, hereinafter referred to as “Agreement”, made this 9TH day of DECEMBER, 2014, by and between, the City of Pittsburg, Kansas, hereinafter referred to as “City” and MATT HESS, hereinafter referred to as “Developer”, whose address is 220 W. ADAMS, PITTSBURG, KS 66762.

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

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

CONSIDERATION

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

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

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

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

CITY OF PITTSBURG, KS

MATT HESS

By: _____
MONICA MURNAN, Mayor

By: _____
MATT HESS, Developer

Attest:

TAMMY NAGEL, City Clerk

KANSAS QUIT CLAIM DEED

On this 9TH day of DECEMBER, 2014, City of Pittsburg, Kansas, a municipal corporation, (“Grantor”) Quitclaims to MATT HESS, an individual, (“Grantee ”) all of its interest in the following described real estate in Crawford County, Kansas:

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

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

THE CITY OF PITTSBURG, KANSAS

By: _____
MONICA MURNAN, Mayor

ATTEST:

TAMMY NAGEL, City Clerk

STATE OF KANSAS)
) ss:
CRAWFORD COUNTY)

BE IT REMEMBERED, that on this 9TH day of DECEMBER, 2014, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came MONICA MURNAN, Mayor of the City of Pittsburg, Kansas, a Municipal Corporation duly incorporated and existing under and by virtue of the laws of Kansas; and TAMMY NAGEL, City Clerk of said City, who are personally known to me to be the same persons who executed as such officers the within instruments of writing on behalf of said City and such person duly acknowledged the execution of the same to be the act and deed of said City.

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

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**LINCOLN SQUARE
DEVELOPMENT AGREEMENT**

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

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

INDEMNIFICATION AND HOLD HARMLESS

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

TAXES

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

SITE CONDITIONS

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

TREES

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

CURBING AND SIDEWALKS

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

DEFAULT

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

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

ASSIGNMENT

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

BINDING NATURE

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

ENTIRE AGREEMENT

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

EXCLUSIVE LAW AND VENUE

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

COUNTERPARTS

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

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

CITY OF PITTSBURG, KS

MATT HESS

By: _____
MONICA MURNAN, Mayor

By: _____
MATT HESS, Developer

Attest:

TAMMY NAGEL, City Clerk

KANSAS QUIT CLAIM DEED

On this 9TH day of DECEMBER, 2014, City of Pittsburg, Kansas, a municipal corporation, (“Grantor”) Quitclaims to MATT HESS, an individual, (“Grantee ”) all of its interest in the following described real estate in Crawford County, Kansas:

Lot No. 8 in Lincoln Square Addition, a sub-division of the City of Pittsburg, Kansas according to the recorded plat thereof.

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

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

THE CITY OF PITTSBURG, KANSAS

By: _____
MONICA MURNAN, Mayor

ATTEST:

TAMMY NAGEL, City Clerk

STATE OF KANSAS)
) ss:
CRAWFORD COUNTY)

BE IT REMEMBERED, that on this 9TH day of DECEMBER, 2014, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came MONICA MURNAN, Mayor of the City of Pittsburg, Kansas, a Municipal Corporation duly incorporated and existing under and by virtue of the laws of Kansas; and TAMMY NAGEL, City Clerk of said City, who are personally known to me to be the same persons who executed as such officers the within instruments of writing on behalf of said City and such person duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

My Appointment Expires: _____

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	11/21/2014			174012		

* * 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:	1	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	0.00

TOTAL ERRORS: 0

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

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE:11/19/2014 THRU 12/02/2014

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2876	A-PLUS CLEANERS & LAUNDRY	R	11/21/2014			174009		734.00
6545	CENTER POINT INC	R	11/21/2014			174010		160.99
4263	COX COMMUNICATIONS KANSAS LLC	R	11/21/2014			174011		1,625.72
6358	FIRE X INC	R	11/21/2014			174013		45.00
6420	ADAM HARRISON	R	11/21/2014			174014		2.75
5280	KANSAS BOARD OF TAX APPEALS	R	11/21/2014			174015		400.00
1991	KANSAS OFFICE OF STATE FIRE MA	R	11/21/2014			174016		180.00
2877	KDHE - BUREAU OF WATER	R	11/21/2014			174017		320.00
5396	KAYE LEWIS	R	11/21/2014			174018		13,778.62
7190	LEXISNEXIS RISK DATA MANAGEMEN	R	11/21/2014			174019		360.00
2509	POWERPLAN, INC	R	11/21/2014			174020		566.80
6368	R & F FARM SUPPLY INC	R	11/21/2014			174021		70.66
6806	RED MUNICIPAL & INDUSTRIAL EQU	R	11/21/2014			174022		481.47
1267	RP3 INC	R	11/21/2014			174023		1,075.00
7256	G B COOK LLC	R	11/21/2014			174024		3,073.92
5362	SSPS, INC	R	11/21/2014			174025		1,024.01
6957	U.S. BANK	R	11/21/2014			174026		305.60
0349	UNITED WAY OF CRAWFORD COUNTY	R	11/21/2014			174027		88.25
5371	PITTSBURG FAMILY YMCA	R	11/21/2014			174028		150.90
1078	JOE ADAMS	R	11/26/2014			174033		16.96
4263	COX COMMUNICATIONS KANSAS LLC	R	11/26/2014			174034		96.02
0095	CRAWFORD COUNTY TREASURER	R	11/26/2014			174035		787.82

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7124	GOINS ENTERPRISES	R	11/26/2014			174036		1,407.50
0380	KANSAS DEPARTMENT OF REVENUE	R	11/26/2014			174037		300.00
6656	KNIPP EQUIPMENT INC	R	11/26/2014			174038		612.00
1	LINDSEY, MICK	R	11/26/2014			174039		200.00
0033	LOU'S GLOVES	R	11/26/2014			174040		261.00
0624	KAREN MUNSELL	R	11/26/2014			174041		13.07
6377	SOUTHEAST KANSAS RECYCLING CEN	R	11/26/2014			174042		434.00
1108	WESTAR ENERGY	R	11/26/2014			174043		187.28
6154	4 STATE MAINTENANCE SUPPLY INC	R	12/02/2014			174046		359.95
2004	AIRE-MASTER OF AMERICA, INC.	R	12/02/2014			174047		15.91
1	BUSINESS EDUCATION ALLIANCE	R	12/02/2014			174048		20.60
6358	FIRE X INC	R	12/02/2014			174049		1,228.00
6750	HW LOCHNER, BWR DIVISION	R	12/02/2014			174050		1,992.00
6682	MID-STATES FITNESS REPAIR	R	12/02/2014			174051		455.00
1235	RHODES GROCERY INC	R	12/02/2014			174052		190.36
6190	WESTHEFFER	R	12/02/2014			174053		100.00
0026	STANDARD INSURANCE COMPANY	D	12/01/2014			999999		1,290.41
0038	LEAGUE OF KANSAS MUNICIPALITIE	E	11/26/2014			999999		140.00
0044	CRESTWOOD COUNTRY CLUB	E	11/26/2014			999999		255.15
0046	ETTINGERS OFFICE SUPPLY	E	11/26/2014			999999		690.52
0055	JOHN'S SPORT CENTER, INC.	E	11/26/2014			999999		399.97
0062	LINDSEY SOFTWARE SYSTEMS, INC.	E	11/26/2014			999999		816.00

VENDOR SET: 99 City of Pittsburgh, KS
 BANK: 80144 BMO HARRIS BANK
 DATE RANGE: 11/19/2014 THRU 12/02/2014

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0084	INTERSTATE EXTERMINATOR, INC.	E	11/26/2014			999999		502.00
0087	FORMS ONE, LLC	E	11/26/2014			999999		436.00
0101	BUG-A-WAY INC	E	11/26/2014			999999		170.00
0105	PITTSBURG AUTOMOTIVE INC	E	11/26/2014			999999		1,617.97
0112	MARRONES INC	E	11/26/2014			999999		60.85
0117	THE MORNING SUN	E	11/26/2014			999999		291.91
0128	VIA CHRISTI HOSPITAL	E	11/26/2014			999999		1,890.00
0129	PROFESSIONAL ENGINEERING CONSU	E	11/26/2014			999999		67,799.54
0154	BLUE CROSS & BLUE SHIELD	D	11/21/2014			999999		28,869.12
0154	BLUE CROSS & BLUE SHIELD	D	12/01/2014			999999		30,945.65
0154	BLUE CROSS & BLUE SHIELD	D	12/02/2014			999999		23,545.74
0199	KIRKLAND WELDING SUPPLIES	E	11/26/2014			999999		67.20
0207	PEPSI-COLA BOTTLING CO OF PITT	E	11/26/2014			999999		123.00
0276	JOE SMITH COMPANY, INC.	E	11/26/2014			999999		171.63
0292	UNIFIRST CORPORATION	E	11/26/2014			999999		54.70
0294	COPY PRODUCTS, INC.	E	11/26/2014			999999		1,674.00
0300	PITTSBURG FORD-MERCURY, INC.	E	11/26/2014			999999		286.53
0306	CASTAGNO OIL CO INC	E	11/26/2014			999999		405.40
0321	KP&F	D	11/21/2014			999999		43,835.68
0328	KANSAS ONE-CALL SYSTEM, INC	E	11/26/2014			999999		340.80
0329	O'MALLEY IMPLEMENT CO INC	E	11/26/2014			999999		3,800.00
0332	PITTCRAFT PRINTING	E	11/26/2014			999999		95.00

VENDOR SET: 99 City of Pittsburg, KS
BANK: 80144 BMO HARRIS BANK
DATE RANGE:11/19/2014 THRU 12/02/2014

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0337	CROSS-MIDWEST TIRE	E	11/26/2014			999999		36.75
0375	CONVENIENT WATER COMPANY	E	11/26/2014			999999		62.90
0420	CONTINENTAL RESEARCH CORP	E	11/26/2014			999999		215.08
0504	LYNN PEAVEY COMPANY	E	11/26/2014			999999		111.05
0516	AMERICAN CONCRETE CO INC	E	11/26/2014			999999		1,794.50
0659	PAYNES INC	E	11/26/2014			999999		225.00
0709	PURVIS INDUSTRIES LTD	E	11/26/2014			999999		130.07
0728	ICMA	D	11/21/2014			999999		928.93
0806	JOHN L CUSSIMANIO	E	11/25/2014			999999		253.00
1050	KPERS	D	11/21/2014			999999		35,376.40
1478	KANSASLAND TIRE OF PITTSBURG	E	11/26/2014			999999		356.95
1490	ESTHERMAE TALENT	E	11/26/2014			999999		75.00
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	11/26/2014			999999		4,725.50
2035	O'BRIEN ROCK CO., INC.	E	11/26/2014			999999		4,115.78
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	11/26/2014			999999		2,500.53
2526	SERVICEMASTER OF SE KANSAS	E	11/26/2014			999999		198.00
2767	BRENNTAG SOUTHWEST, INC	E	11/26/2014			999999		1,710.00
2841	KDHE	E	11/26/2014			999999		1,430.00
2960	PACE ANALYTICAL SERVICES INC	E	11/26/2014			999999		1,126.00
3079	COMMERCE BANK	D	11/28/2014			999999		42,302.22
3192	MUNICIPAL CODE CORP	E	11/26/2014			999999		1,135.60
3261	PITTSBURG AUTO GLASS	E	11/26/2014			999999		25.00

VENDOR SET: 99 City of Pittsburg, KS
BANK: 80144 BMO HARRIS BANK
DATE RANGE: 11/19/2014 THRU 12/02/2014

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3802	BRENNTAG MID-SOUTH INC	E	11/26/2014			999999		2,061.00
4126	EMERGENCY MEDICAL PRODUCT INC	E	11/26/2014			999999		216.85
4186	KEN WILKERSON	E	11/26/2014			999999		650.00
4307	HENRY KRAFT, INC.	E	11/26/2014			999999		31.34
4390	SPRINGFIELD JANITOR SUPPLY, IN	E	11/26/2014			999999		230.98
4452	RYAN INSURANCE	E	11/26/2014			999999		475.00
4638	SOUND PRODUCTS	E	11/26/2014			999999		47.74
5049	CRH COFFEE INC	E	11/26/2014			999999		82.30
5185	FERGUSON ENTERPRISES INC	E	11/26/2014			999999		464.00
5275	US LIME COMPANY-ST CLAIR	E	11/26/2014			999999		4,022.44
5317	ULINE	E	11/26/2014			999999		292.15
5340	COMMERCE BANK TRUST	E	11/28/2014			999999		19,857.57
5552	NATIONAL SIGN CO INC	E	11/26/2014			999999		340.06
5581	SAGA QUAD STATE COMMUNICATIONS	E	11/26/2014			999999		505.00
5855	SHRED-IT USA INC	E	11/26/2014			999999		19.66
5904	TASC	D	11/21/2014			999999		7,525.99
6175	HENRY C MENGHINI	E	11/26/2014			999999		935.70
6415	VOYA FINANCIAL ADVISORS	D	11/28/2014			999999		3,535.00
6952	ADP INC	D	11/21/2014			999999		2,081.90
6952	ADP INC	D	11/28/2014			999999		3,751.84
7023	BLEVINS ASPHALT CONSTRUCTION C	E	11/26/2014			999999		4,845.92
7098	BOGAC YENAL	E	11/26/2014			999999		625.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7191	ANDREW TRACTOR WORKS	E	11/26/2014			999999		1,800.00
7251	COMMUNICATIONS SUPPLY CORPORAT	E	11/26/2014			999999		15,188.29
7255	SURTSEY MEDIA, LLC	E	11/26/2014			999999		60.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	38	33,121.16	0.00	33,121.16
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	12	223,988.88	0.00	223,988.88
EFT:	63	155,065.88	0.00	155,065.88
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
		113	412,175.92	0.00	412,175.92
BANK: 80144	TOTALS:	113	412,175.92	0.00	412,175.92

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6857	PLAYCORE WISCONSIN, INC	R	11/21/2014			174029		3,300.00
0087	FORMS ONE, LLC	E	11/24/2014			999999		68.00
0109	RANDY VILELA TRUCKING & HAULIN	E	11/24/2014			999999		825.00
0112	MARRONES INC	E	12/01/2014			999999		18.50
0199	KIRKLAND WELDING SUPPLIES	E	11/24/2014			999999		82.10
0276	JOE SMITH COMPANY, INC.	E	11/24/2014			999999		145.09
0289	TITLEIST	E	12/01/2014			999999		235.98
0294	COPY PRODUCTS, INC.	E	12/01/2014			999999		882.00
0300	PITTSBURG FORD-MERCURY, INC.	E	12/01/2014			999999		248.02
0317	KUNSHEK CHAT & COAL CO, INC.	E	12/01/2014			999999		5,370.88
0444	ROBERT BRENT LINDER	E	11/24/2014			999999		1,078.79
0504	LYNN PEAVEY COMPANY	E	12/01/2014			999999		130.95
0526	KDHE	E	11/24/2014			999999		25.00
0597	MIDWEST MINERALS INC	E	11/24/2014			999999		878.82
0597	MIDWEST MINERALS INC	E	12/01/2014			999999		976.07
0659	PAYNES INC	E	11/24/2014			999999		222.50
0812	PICHLER'S CHICKEN ANNIES	E	12/01/2014			999999		145.00
0823	TOUCHTON ELECTRIC INC	E	11/24/2014			999999		587.75
0866	AVFUEL CORPORATION	E	12/01/2014			999999		27,011.84
1256	ANDERSON ENGINEERING INC	E	12/01/2014			999999		56.40
1478	KANSASLAND TIRE OF PITTSBURG	E	12/01/2014			999999		2,190.72
1631	EVERYTHING SEW SEW	E	12/01/2014			999999		120.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1767	KIM VOGEL	E	12/01/2014			999999		164.64
1792	B&L WATERWORKS SUPPLY, LLC	E	12/01/2014			999999		712.86
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	11/24/2014			999999		886.33
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	12/01/2014			999999		62.34
2161	RECORDED BOOKS, LLC	E	11/24/2014			999999		61.87
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	11/24/2014			999999		691.17
2960	PACE ANALYTICAL SERVICES INC	E	11/24/2014			999999		1,785.00
2960	PACE ANALYTICAL SERVICES INC	E	12/01/2014			999999		150.00
3248	AIRGAS USA LLC	E	12/01/2014			999999		1,724.13
3802	BRENNTAG MID-SOUTH INC	E	12/01/2014			999999		2,122.50
4390	SPRINGFIELD JANITOR SUPPLY, IN	E	12/01/2014			999999		84.24
4452	RYAN INSURANCE	E	11/24/2014			999999		130.00
4501	MICHAEL BICKNEL	E	11/24/2014			999999		125.00
4711	PENGUIN RANDOM HOUSE, LLC	E	11/24/2014			999999		56.25
5049	CRH COFFEE INC	E	11/24/2014			999999		40.55
5228	KDHE	E	11/24/2014			999999		40.00
5275	US LIME COMPANY-ST CLAIR	E	12/01/2014			999999		4,145.82
5482	JUSTIN HART	E	11/24/2014			999999		60.00
5565	TIM TOMPKINS	E	12/01/2014			999999		5.50
5590	HD SUPPLY WATERWORKS, LTD.	E	12/01/2014			999999		1,959.53
5609	RON WHITE	E	11/24/2014			999999		245.00
5713	SODEXO INC	E	12/01/2014			999999		481.25

VENDOR SET: 99 City of Pittsburg, KS
 BANK: EFT MANUAL EFTS
 DATE RANGE: 11/19/2014 THRU 12/02/2014

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5855	SHRED-IT USA INC	E	12/01/2014			999999		246.48
6165	POLSTON CONSTRUCTION INC	E	12/01/2014			999999		9,741.66
6402	BEAN'S TOWING & AUTO BODY	E	12/01/2014			999999		1,187.50
6528	GALE GROUP/CENGAGE	E	11/24/2014			999999		66.67
6630	PATRICK WALKER	E	11/24/2014			999999		50.00
6816	DEFFENBAUGH OF ARKANSAS LLC	E	12/01/2014			999999		26.03
6822	ELIZABETH BRADSHAW	E	11/24/2014			999999		196.00
6995	SUMMER WARREN	E	11/24/2014			999999		140.00
7028	MATTHEW L. FRYE	E	12/01/2014			999999		400.00
7029	ELISABETH GORDON	E	11/24/2014			999999		189.00
7231	UNIVERSAL BLOWER PAC, INC	E	12/01/2014			999999		3,750.00
7240	JAY HATFIELD CERTIFIED USED CA	E	12/01/2014			999999		914.59

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1	3,300.00	0.00	3,300.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	55	73,941.32	0.00	73,941.32
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
	56	77,241.32	0.00	77,241.32
BANK: EFT TOTALS:	56	77,241.32	0.00	77,241.32

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7124	GOINS ENTERPRISES	R	11/26/2014			174044		5,970.60
7053	U.S. PEROXIDE, LLC	R	11/26/2014			174045		950.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	2	6,920.60	0.00	6,920.60
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: MAN	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			2	6,920.60	0.00	6,920.60
BANK: MAN	TOTALS:		2	6,920.60	0.00	6,920.60
REPORT TOTALS:			172	496,337.84	0.00	496,337.84

Passed and approved this 9th day of December, 2014.

Monica Murnan, Mayor

ATTEST:

Tammy Nagel, City Clerk



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

(620) 231-4100
www.pittks.org

Interoffice Memorandum

TO: Daron Hall, City Manager

FROM: Jamie Clarkson, Finance Director

DATE: December 2, 2014

SUBJECT: Budget Hearing and Adoption of the 2014 Budget Amendments

The City of Pittsburg's 2014 Adopted Budget requires amendments to four funds as follows:

- General Fund – increase the budget from \$22,335,289 to \$24,277,895. This is due to the fact that the 2014 budget was adopted prior to the passage of the public safety sales tax.
- Special Alcohol and Drug Fund – increase the budget from \$73,453 to \$136,502. This is due to the fact that there was an un-budgeted 2013 carryover and the 2014 liquor tax revenues are estimated to be more than budgeted.
- Special Parks & Recreation Fund – increase the budget from \$73,453 to 80,090. This is due to the fact that the 2014 liquor tax revenues are estimated to be more than budgeted.
- Special Highway Fund – increase the budget from \$2,357,396 to \$2,658,312. This is due to the North Broadway KLINK paving project from 11th to 19th.

As required by Kansas statute, a "Notice of Budget Hearing for Amending the 2014 Budget" is required to be published in the City's official newspaper at least 10 days prior to a scheduled public hearing. The City of Pittsburg published the "Notice of Budget Hearing for Amending the 2014 Budget" on November 28, 2014 in the Morning Sun. Staff is requesting that the 2014 proposed budget amendment be adopted and that the amended budget certificate be signed by the governing body.

cc: Tammy Nagel, City Clerk

Adopted Budget

General	2014 Adopted Budget	2014 Proposed Amended Budget
Unencumbered Cash Balance January 1	3,433,236	3,628,783
Receipts:		
Ad Valorem Tax	3,745,702	3,558,417
Delinquent Tax	149,999	175,133
Motor Vehicle Tax	412,338	432,358
Recreational Vehicle Tax	1,636	0
16/20M Vehicle Tax	3,634	0
Local Sales Tax	6,976,856	8,734,650
Franchise Tax	1,839,000	1,953,981
Intergovernmental	156,545	239,680
Fines & Fees	478,000	413,300
Charges for Services	90,000	104,500
Licenses	194,500	173,000
Transfers:		
Trf. From Water / Wastewater Utility	1,225,000	1,225,000
Trf. From Stormwater Utility	20,500	0
Memorial Auditorium: Trf From Eco Dev	26,000	26,000
Group Hospitalization: Health Insurance Fees	1,966,450	2,047,373
Memorial Auditorium: Charges for Services	64,000	87,050
Four Oaks Complex: Charges for Services	340,403	344,340
Atkinson Airport: Charges for Services	975,414	902,514
Aquatic Center: Charges for Services	144,500	141,250
Interest on Idle Funds	3,800	2,500
Miscellaneous	87,776	88,066
Total Receipts	18,902,053	20,649,112
Resources Available:	22,335,289	24,277,895
Expenditures:		
City Manager	311,530	331,150
City Attorney	79,147	77,277
City Clerk	81,397	85,656
Finance	403,370	386,009
Human Resources	214,213	224,121
Building Services	333,089	391,794
Engineering	154,270	157,873
Facility Maintenance	227,000	231,237
Planning and Community Services	273,500	311,131
Information Technology	510,622	546,023
Police	3,895,762	0
Fire	2,588,383	2,652,700
Animal Control	108,098	105,623
Municipal Court	317,885	321,767
Police Administration	0	1,417,625
Police Patrol	0	2,242,417
Police Investigations	0	817,619
Police Communications	0	429,276
Mt. Olive Cemetery	92,569	95,527
Parks	751,059	759,379
Recreation	148,931	162,184
Reserves	509,265	943,570
Transfers:		
Trf. To Street & Highway	432,000	450,000
Trf. To Street & Highway - Sales Tax	943,864	967,163
Trf. To Economic Development	869,931	885,671
Trf. To TIF Trust Fund	295,729	325,971
Trf. To TDD Trust Fund	104,609	100,080
Public Safety Sales Tax - Trf. To Debt Service	1,739,723	1,739,723
Public Safety Debt Sales Tax - Reserve	2,118,582	2,201,619
Group Hospitalization: Health Insurance Exp	2,161,296	2,214,465
Sales Tax Capital Outlay: Capital Outlay	536,200	472,430
Sales Tax Capital Outlay: Trf. To Cap. Project	0	80,297
Memorial Auditorium: Operating Expenditures	542,641	604,635
Four Oaks Complex: Operating Expenditures	344,945	354,103
Atkinson Airport: Operating Expenditures	975,414	924,249
Aquatic Center: Operating Expenditures	173,065	170,906
JC Ballfield Turf Reserve	97,200	96,625
Total Expenditures	22,335,289	24,277,895
Unencumbered Cash Balance December 31	0	0

City of Pittsburg

Adopted Budget

Special Alcohol & Drug	2014 Adopted Budget	2014 Proposed Amended Budget
Unencumbered Cash Balance January 1	0	56,412
Receipts:		
State Liquor Tax	73,453	80,090
Total Receipts	73,453	80,090
Resources Available:	73,453	136,502
Expenditures:		
PSU Student Center	3,000	3,000
Crawford County Mental Health	45,969	49,488
D.A.R.E.	24,484	84,014
Total Expenditures	73,453	136,502
Unencumbered Cash Balance December 31	0	0

City of Pittsburg

2014

Adopted Budget

Special Parks & Recreation	2014 Adopted Budget	2014 Proposed Amended Budget
Unencumbered Cash Balance January 1	0	0
Receipts:		
State Liquor Tax	73,453	80,090
Total Receipts	73,453	80,090
Resources Available:	73,453	80,090
Expenditures:		
Parks & Recreation	73,453	80,090
Total Expenditures	73,453	80,090
Unencumbered Cash Balance December 31	0	0

City of Pittsburg

2014

Adopted Budget

Special Highway	2014 Adopted Budget	2014 Proposed Amended Budget
Unencumbered Cash Balance January 1	300,326	402,717
Receipts:		
State of Kansas Gas Tax	528,200	527,512
Country Transfers Gas	65,370	69,610
Connecting Link Highway Aid	87,336	87,276
Miscellaneous	0	6,170
Treansfer from General Fund	432,000	450,000
KLINK Reimbursement	0	147,461
Treansfer from General Fund - Sales Tax	943,864	967,393
Interest On Idle Funds	300	173
Total Receipts	2,057,070	2,255,595
Resources Available:	2,357,396	2,658,312
Expenditures:		
Street & Highway	1,220,503	1,246,937
Street & Highway - Sales Tax	1,136,893	1,411,375
Total Expenditures	2,357,396	2,658,312
Unencumbered Cash Balance December 31	0	0

2014

**Notice of Budget Hearing for Amending the
2014 Budget**

The governing body of
City of Pittsburg

will meet on the day of December 9, 2014 at 5:30 PM at Law Enforcement Center for the purpose of hearing and answering objections of taxpayers relating to the proposed amended use of funds.

Detailed budget information is available at City Hall
and will be available at this hearing.

Summary of Amendments

Fund	2014 Adopted Budget			2014 Proposed Amended Expenditures
	Actual Tax Rate	Amount of Tax that was Levied	Expenditures	
General	31.880	3,745,702	22,335,289	24,277,895
Special Alcohol & Drug			73,453	136,502
Special Parks & Recreation			73,453	80,090
Special Highway			2,357,396	2,658,312

Tammy Nagel
Official Title: City Clerk

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DEPARTMENT OF PLANNING
AND COMMUNITY SERVICES

201 West 4th Street · Pittsburg KS 66762

(620) 231-4170

www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: TROY GRAHAM
Director of Planning and Community Services

DATE: December 3, 2014

SUBJECT: Agenda Item – December 9, 2014
PUBLIC HEARING
Request to Vacate an Alley Located in the 1800 Block of South Broadway

The Planning and Zoning Commission, in its meeting of November 24, 2014, considered a request submitted by LCA Pittsburg, LLC to vacate an east/west alley located in the 1800 Block of South Broadway (see attached map). LCA Pittsburg, LLC owns the property north of the alley and wishes to extend their parking area to cover part of the alley which is currently not being utilized. If this alley is vacated, staff recommends that the entire area be reserved as a utility easement.

After reviewing all the evidence presented, the Planning and Zoning Commission voted unanimously to recommend to the Governing Body **approval** to vacate this alley with the condition an easement be retained for utility purposes. This recommendation will be presented to the Governing Body for their consideration during a **PUBLIC HEARING** scheduled for Tuesday, December 9, 2014. Action being requested is to review this request and, if approved, direct the City Attorney to prepare the necessary Order.

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

Attachment: Map

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: TROY GRAHAM
Director of Planning and Community Services

DATE: December 3, 2014

SUBJECT: Agenda Item – December 9, 2014
Recommendation of the Planning and Zoning Commission
Request to Rezone 502 S. Joplin and 305 E. Ramsey from R-2 Two-Family Residential to RP-3 Planned Medium Density Residential

The Planning and Zoning Commission, in its meeting of November 24, 2014, considered a request submitted by Larry Spreser to rezone 502 S. Joplin and 305 E. Ramsey from R-2 Two-Family Residential to RP-3 Planned Medium Density Residential to allow for the future construction of a duplex on the properties.

Property to the north of these properties is currently zoned RP-3 while properties to the south and west are zoned R-2. The property owners who reside within 200 feet of these two lots were contacted and invited to the Planning and Zoning Commission meeting to voice any concerns, however, there was no one to speak in opposition to the rezoning request at the meeting.

After reviewing all the evidence presented, the Planning and Zoning Commission voted unanimously to recommend to the Governing Body **APPROVAL** of this rezoning request based on the following criteria:

1. **Character of the neighborhood.** The properties are located in an area on South Joplin bordered by Forest Street on the north and Ramsey Street on the south which has a mix of residential uses.

**MEMO TO: DARON HALL
DECEMBER 3, 2014
PAGE TWO**

2. ***Zoning and uses of nearby properties.*** Property zoning for these properties is currently R-2 Two-Family Residential. Directly north there are properties zoned RP-3 Planned Medium Density Residential and to the south there are properties zoned R-2 Two-Family Residential.
3. ***Suitability of the subject property for the uses to which it is being considered.*** Rezoning of this property to RP-3 Planned Medium Density Residential would not be considered spot zoning and would correspond with current zoning in the area.
4. ***Length of time the subject property has remained vacant as zoned.*** Properties to be rezoned are currently a mix of residential homes and duplexes.
5. ***The extent to which removal of the restrictions will detrimentally affect the nearby property.*** Rezoning the property should not have a detrimental effect to the area. There are other RP-3 zoned properties within close proximity.
6. ***Relative gain to public health, safety, & welfare.*** Health, safety, and welfare should not be negatively affected by the rezoning of the properties.
7. ***Conformance to Master Plan.*** This area is currently zoned as a mix of residential areas so this will be in line with the Master Plan and is an acceptable use if rezoned.
8. ***Recommendation of professional staff.*** APPROVE

In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, December 9, 2014. Action necessary will be for the Governing Body to consider the recommendation of the Planning and Zoning Commission and, if they are in agreement with the recommendation as provided, approve the request. If the Governing Body is not in agreement with the recommendation as provided, the State Statutes stipulate that the Governing Body, by a 2/3 majority, may override the recommendation or may return the recommendation to the Planning and Zoning Commission for further consideration. A return of the recommendation must be accompanied with a statement specifying the basis for the Governing Body's returning the recommendation.

Attachment: Map

