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CONDITIONAL USE PERMIT - The Planning and Zoning Commission, in its meeting of October 24, 2011, voted unanimously to recommend to the Governing Body approval of a request submitted by Countryside Christian Church, 1901 E. 4th Street, for a Conditional Use under the provisions of Article 30 of the Pittsburg Zoning Ordinance to allow for the construction of an addition onto the south side of the existing facility. Countryside Christian Church CU Memo Countryside Christian Church Maps	80 83

NARROWBAND RADIO EQUIPMENT - Staff is requesting Governing Body approval to prepare specifications and solicit bids for new radio equipment to comply with FCC's mandate to convert Public Safety and Business Licenses to Narrowband.

Narrowband Radio Memo 86

WATER TREATMENT PLANT IMPROVEMENTS - LaForge and Budd Construction Co., of Parsons, Kansas, has submitted a proposal to add an emergency generator and transfer switch at the Water Treatment Plant at a cost of \$426,933.

Emergency Generatory Memo 88

Emergency Generator Proposal 89

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, November 08, 2011
5:30 PM

CALL TO ORDER BY THE MAYOR:

- a. Invocation by K.O. Noonoo of the Pittsburg Presbyterian Church
- b. Flag Salute Led by the Mayor
- c. Public Input

CONSENT AGENDA:

- a. Approval of the October 25, 2011, City Commission Meeting minutes.
- b. Approval of Ordinance No. G-1155, amending Section 1.7 of the Pittsburg City Code to establish and increase certain costs and fees charged by the Police department and municipal court. **Second Reading - ROLL CALL VOTE.**
- c. Approval of Ordinance No. G-1156 amending Section 34-40 of the Pittsburg City Code by modifying Section 506 of the 2006 Edition of the International Fire Code as a standard of the International Code Council (ICC). **Second Reading - ROLL CALL VOTE.**
- d. Approval of Ordinance No. G-1157 providing for the change of certain areas from CP-2 Planned General Commercial to RP-4 Planned Apartment House District and amending and supplementing the Zoning District Boundary Map and Zoning Ordinance No. G-663, as amended, of the City of Pittsburg (702-704 N. Elm). **Second Reading - ROLL CALL VOTE.**
- e. Approval of Ordinance No. G-1158, amending Section 2-276 of the Pittsburg City Code to increase the fee for photocopying public records and establish the fee for production of DVD and CD recordings. **Second Reading - ROLL CALL VOTE.**
- f. Approval of Ordinance No. G-1159, amending Section 82-111 of the Pittsburg City Code fixing rates and minimum charges for water service. **First reading, if the Governing Body concurs.**
- g. Approval of Ordinance No. G-1160, amending Section 82-141 of the Pittsburg City Code fixing rates and minimum charges for sewer service. **First Reading, if the Governing Body concurs.**

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, November 08, 2011
5:30 PM

- h. Approval of Resolution No. 1116 amending Resolution No. 1105 establishing equivalent Residential Unit, ERU Rate and undeveloped property rate; and providing an effective date of January 1, 2012.
- i. Approval of an agreement with The Mercer Group, Inc., in which The Mercer Group will perform the search for a City Manager for an amount of \$15,000 plus expenses not to exceed \$8,000, and if approved, authorize the Mayor to sign the agreement on behalf of the City.
- j. Review and approve State of Kansas Home Program Grant Agreement documents accepting the grant of \$220,000 from the State of Kansas for Housing Rehabilitation of owner-occupied structures in the City of Pittsburg, and if approved, authorize the Mayor to sign the appropriate documents.
- k. Approval of staff request to declare a 2001 Ford Crown Victoria as surplus and authorize staff to receive sealed bids for the disposal of the vehicle with proceeds from the sale of the surplus vehicle to be used to repair another vehicle utilized by the airport.
- l. Approval of the Appropriation Ordinance for the period ending November 8, 2011, subject to the release of HUD expenditures when funds are received. **ROLL CALL VOTE.**

SPECIAL PRESENTATION:

- a. **COMMUNITY SAFE ROOM** - Receive an update on the City of Pittsburg's Community Safe Room Hazard Mitigation Grant Application submitted to the Kansas Division of Emergency Management. **Receive for file and take that action deemed appropriate.**

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, November 08, 2011
5:30 PM

CONSIDER THE FOLLOWING:

- a. **CONDITIONAL USE PERMIT** - The Planning and Zoning Commission, in its meeting of October 24, 2011, voted unanimously to recommend to the Governing Body approval of a request submitted by Countryside Christian Church, 1901 E. 4th Street, for a Conditional Use under the provisions of Article 30 of the Pittsburg Zoning Ordinance to allow for the construction of an addition onto the south side of the existing facility. **Approve or disapprove the recommendation. If the Governing Body is not in agreement with the recommendation as provided, the State Statutes stipulate that the Governing Body, by a simple majority, may deny the request or send it back to the Planning and Zoning Commission for further consideration.**

- b. **NARROWBAND RADIO EQUIPMENT** - Staff is requesting Governing Body approval to prepare specifications and solicit bids for new radio equipment to comply with FCC's mandate to convert Public Safety and Business Licenses to Narrowband. **Approve or disapprove staff's request and, if approved, authorize staff to prepare the necessary specifications and solicit bids for the new radio equipment.**

- c. **WATER TREATMENT PLANT IMPROVEMENTS** - LaForge and Budd Construction Co., of Parsons, Kansas, has submitted a proposal to add an emergency generator and transfer switch at the Water Treatment Plant at a cost of \$426,933. **Approval or disapproval of LaForge and Budd Construction Co.'s proposal and, if approved, direct the preparation of the necessary change order.**

NON-AGENDA REPORTS & REQUESTS:

ADJOURNMENT

OFFICIAL MINUTES
OF THE
GOVERNING BODY
OF THE
CITY OF PITTSBURG, KANSAS
October 25, 2011

A Regular Session of the Board of Commissioners was held at 5:30 p.m., Tuesday, October 25th, 2011, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with President of the Board John Ketterman presiding and the following members present: Rudy Draper, Michael Gray and Patrick O'Bryan. Mayor Marty Beezley was absent.

Jim Sukraw of the First Church of the Nazarene provided the invocation.

President of the Board Ketterman led the flag salute.

APPROVAL OF MINUTES – OCTOBER 11th, 2011 - On motion of O'Bryan, seconded by Gray, the Governing Body approved the minutes of the October 11th, 2011, City Commission Meeting as submitted. Motion carried. Absent: Beezley.

ORDINANCE NO. G-1155 – On motion of O'Bryan, seconded by Gray, the Governing Body approved Ordinance No. G-1155, amending Section 1.7 of the Pittsburg City Code to establish and increase certain costs and fees charged by the police department and municipal court, on first reading. Motion carried. Absent: Beezley.

ORDINANCE NO. G-1156 – On motion of O'Bryan, seconded by Gray, the Governing Body approved Ordinance No. G-1156 amending Section 34-40 of the Pittsburg City Code by modifying Section 506 of the 2006 Edition of the International Fire Code as a standard of the International Code Council (ICC), on first reading. Motion carried. Absent: Beezley.

ORDINANCE NO. G-1157 – On motion of O'Bryan, seconded by Gray, the Governing Body approved Ordinance No. G-1157 providing for the change of certain areas from CP-2 Planned General Commercial to RP-4 Planned Apartment House District and amending and supplementing the Zoning District Boundary Map and Zoning Ordinance No. G-663, as amended, of the City of Pittsburg, on first reading. Motion carried. Absent: Beezley. (702-704 North Elm)

ORDINANCE NO. G-1158 – On motion of O'Bryan, seconded by Gray, the Governing Body approved Ordinance No. G-1158, amending Section 2-276 of the Pittsburg City Code to increase the fee for photocopying public records and establish the fee for production of DVD and CD recordings, on first reading. Motion carried. Absent: Beezley.

DISPOSITION OF BIDS - 2012 SANITATION SERVICE – On motion of O'Bryan, seconded by Gray, the Governing Body awarded the bid for the 2012 sanitation service contract for City of Pittsburg facilities to Deffenbaugh of Bethel Heights, Arkansas, based on their low bid submitted in the amount of \$997.58 per month. Motion carried. Absent: Beezley.

OFFICIAL MINUTES
OF THE
GOVERNING BODY
OF THE
CITY OF PITTSBURG, KANSAS
October 25, 2011

DISPOSITION OF BIDS – 2012 DUMPSTER SERVICE – On motion of O'Bryan, seconded by Gray, the Governing Body awarded the bid for 2012 dumpster service to WCA, of Joplin, Missouri, based on their low bid submitted in the amount of \$155 per pull for either a 30 yard dumpster or a 40 yard dumpster. Motion carried. Absent: Beezley.

DISPOSITION OF BIDS – CRACK SEALANT – On motion of O'Bryan, seconded by Gray, the Governing Body awarded the bids for the purchase of 108,000 lbs. of Polyflex Type II crack sealant and 21,600 lbs. of Roadsaver 222 crack sealant to McConnell & Associates Corp., of Wichita, Kansas, on the basis of their low bids of \$0.454 per lb. for Polyflex Type II crack sealant (to be used on asphalt streets) and \$0.542 per lb. for Roadsaver 222 crack sealant (to be used on the airport runway) for a combined total of \$60,739.20, and authorized the issuance of the necessary purchase orders. Motion carried. Absent: Beezley.

FEE WAIVER – HABITAT FOR HUMANITY – On motion of O'Bryan, seconded by Gray, the Governing Body approved the request of Habitat for Humanity of Crawford County, Kansas, for the City to waive the building permit, sewer tap and water tap fees for their next project at 206 East 25th Street for an estimated total of \$1,164.37. Motion carried. Absent: Beezley.

FAÇADE GRANT – 212 SOUTH BROADWAY – On motion of O'Bryan, seconded by Gray, the Governing Body approved the Facade Grant Application submitted by John Long, owner of the property located at 212 South Broadway, in the amount of \$2,500. Motion carried. Absent: Beezley.

APPROPRIATION ORDINANCE – On motion of O'Bryan, seconded by Gray, the Governing Body approved the Appropriation Ordinance for the period ending October 25th, 2011, subject to the release of HUD expenditures when funds are received, with the following roll call vote: Yea: Draper, Gray, Ketterman and O'Bryan. Motion carried. Absent: Beezley.

PROPERTY AND LIABILITY INSURANCE – On motion of Draper, seconded by O'Bryan, the Governing Body accepted the renewal quote from St. Paul Travelers Insurance Company for the City's property and liability insurance in the amount of \$264,997. Motion carried. Absent: Beezley.

PUBLIC UTILITIES FEES AND CHARGES – On motion of Draper, seconded by Gray, the Governing Body approved staff request to increase current fees for grease and septic haulers, water tap and sewer tap fees with the condition that the performance fee be assessed to the plumber and not to the homeowner as indicated in the supporting documentation in the agenda, with the new fees and charges to become effective immediately. Motion carried. Absent: Beezley.

OFFICIAL MINUTES
OF THE
GOVERNING BODY
OF THE
CITY OF PITTSBURG, KANSAS
October 25, 2011

NON-AGENDA REPORTS AND REQUESTS:

CITY MANAGER SEARCH FIRM - On motion of O'Bryan, seconded by Draper, the Governing Body authorized staff to proceed with the Mercer Group to perform the City Manager search. Motion carried. Absent: Beezley.

ADJOURNMENT: On motion of Gray, seconded by Draper, the Governing Body adjourned the meeting at 5:38 p.m. Motion carried. Absent: Beezley.

John Ketterman
President of the Board of Commissioners

ATTEST:

Tammy Nagel, City Clerk

ORDINANCE NO. G-1159

AN ORDINANCE amending Section 82-111 of the Pittsburg City Code fixing rates and minimum charges for water service.

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

Section One. Section 82-111 of the Code of the City of Pittsburg, Kansas is hereby amended to read:

The monthly water rates and charges to be paid by consumers for water furnished by the water department of the City, which shall be applicable to all water bills shall be as set forth herein:

- a. Within the City of Pittsburg, Kansas:
 - (1) All water consumed not in excess of 200 cubic feet per month, minimum charge \$11.01
 - (2) The next 300 cubic feet per month, per 100 cubic feet \$4.56
 - (3) The next 1,500 cubic feet per month, per 100 cubic feet \$4.30
 - (4) The next 8,000 cubic feet per month, per 100 cubic feet \$4.10
 - (5) The next 8,000 cubic feet per month, per 100 cubic feet \$3.81
 - (6) The next 8,000 cubic feet per month, per 100 cubic feet \$3.61
 - (7) The next 74,000 cubic feet per month, per 100 cubic feet \$3.36
 - (8) The next 200,000 cubic feet per month, per 100 cubic feet \$3.04
 - (9) The next 200,000 cubic feet per month, per 100 cubic feet \$2.81
 - (10) The next 200,000 cubic feet per month, per 100 cubic feet \$2.59
 - (11) The next 200,000 cubic feet per month, per 100 cubic feet \$2.38
 - (12) The next 200,000 cubic feet per month, per 100 cubic feet \$2.21
 - (13) The next 200,000 cubic feet per month, per 100 cubic feet \$2.03
 - (14) The next 200,000 cubic feet per month, per 100 cubic feet \$1.87
 - (15) All in excess of 1,500,000 cubic feet per month, per 100 cubic feet \$1.73

- b. Outside the City:
 - (1) All water consumed not in excess of 200 cubic feet
Per month, minimum charge \$21.98
 - (2) The next 300 cubic feet per month, per 100 cubic feet \$8.09
 - (3) The next 1,500 cubic feet per month, per 100 cubic feet \$6.30
 - (4) The next 8,000 cubic feet per month, per 100 cubic feet \$4.56
 - (5) The next 8,000 cubic feet per month, per 100 cubic feet \$4.30

(6) The next 8,000 cubic feet per month, per 100 cubic feet	\$4.10
(7) The next 74,000 cubic feet per month, per 100 cubic feet	\$3.81
(8) The next 200,000 cubic feet per month, per 100 cubic feet	\$ 3.61
(9) The next 200,000 cubic feet per month, per 100 cubic feet	\$ 3.19
(10) The next 200,000 cubic feet per month, per 100 cubic feet	\$ 2.99
(11) The next 200,000 cubic feet per month, per 100 cubic feet	\$ 2.72
(12) The next 200,000 cubic feet per month, per 100 cubic feet	\$ 2.51
(13) The next 200,000 cubic feet per month, per 100 cubic feet	\$ 2.33
(14) The next 200,000 cubic feet per month, per 100 cubic feet	\$2.15
(15) All in excess of 1,500,000 cubic feet per month, per 100 cubic feet	\$1.99

Section Two. This Ordinance shall take effect and be in force and apply to all water rates and minimum charges beginning January 1, 2012, and after having been passed and published in the official City newspaper.

Passed and Approved this ____ day of _____, 2011.

Marty Beezley - Mayor

Tammy Nagel – City Clerk

ORDINANCE NO G -1160

AN ORDINANCE amending Section 82-141 of the Pittsburg City Code fixing rates and minimum charges for sewer service.

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

Section One. Section 82-141 of the Code of the City of Pittsburg, Kansas is hereby amended to read:

The monthly rates and charges applicable to all bills shall be as set forth herein for the use of the sewage disposal system to be paid to the City by all persons inside and outside the City, as hereinafter limited and defined, whose premises are connected or may hereafter be connected to the sanitary sewer system of the City, as follows:

1. For each sewer connection to the sewer disposal system of the City, whether the connection is for single, or multi-family residence, apartment, dormitory, hotel, rooming house, institution, business, commercial, industrial or governmental property, a minimum monthly service charge and, in addition, a monthly user charge based on the quantity of water used on the premises and/or discharged to the sanitary sewer, according to the following schedule:

- a. Inside the City:
 - (1) Minimum Service Charge for usage not in excess of 200 cubic feet per month \$19.20
 - (2) User Charge – per each additional 100 cubic feet per month \$2.76

- b. Outside the City:
 - (1) Minimum service Charge for usage not in excess of 200 cubic feet per month \$38.24
 - (2) User Charge – per each additional 100 cubic feet per month \$5.42

c. The water usage for the months of November, December and January shall be averaged each year to obtain a base upon which the user charge shall be computed. Provided, however, if a customer proves that the average water consumption of the months of November, December and January does not accurately reflect normal monthly usage for the year, then the customer may request the user charge be based upon actual monthly water usage. The user charge for new customers shall be based upon actual monthly

water usage until average water usage for the months of November, December and January is calculated.

- d. Any non-domestic user that discharges wastewater, materials, or substances into the public sewers which possess the characteristics set forth in Section 82-401 through 82-414 of the Pittsburg City Code, may be subject to additional charges pursuant to a special agreement between the City and said non-domestic User. Such special agreement shall be issued in the form of a permit.

2. If any User of water shall use more than 10,000 cubic feet of water in any month for commercial or industrial purposes and id, as established by separate meter paid for, installed and maintained by such user and open to inspection by and acceptable to the City's representatives, the sewer charge made to such customer for the use and services of the sewage disposal system shall be based on the amount of water furnished the customer during said month less the amount of such water which was not discharged into the City's sewer system.

3. A User who is not receiving water from the Pittsburg Water System shall be charged a monthly service charge for the amount of water used measured by meter on rural system, by hour meter on pump usage with capacity known or by mutual agreement with the Director of Public Works. In the event that potential exists for significant consumption use of water, flow measurement devises located on the wastewater discharge point shall be used in lieu of a water meter. Said flow monitors shall be accessible so accuracy may be verified by the City at any time without restriction of access.

Section Two. This ordinance shall take effect and be in force and apply to all sewer rates and minimum charges beginning January 1, 2012, and after having been passed and published in the official City newspaper.

Passed and Approved this ____ day of _____, 2011.

Marty Beezley - Mayor

Tammy Nagel – City Clerk

(Published in The Morning Sun on _____, 2011)

RESOLUTION NO. 1116

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PITTSBURG, KANSAS, AMENDING RESOLUTION NO. 1105 ESTABLISHING EQUIVALENT RESIDENTIAL UNIT, ERU RATE AND UNDEVELOPED PROPERTY RATE; AND PROVIDING AN EFFECTIVE DATE OF JANUARY 1, 2012.

WHEREAS, Pittsburg City Code Section 82-546 provides the City Commission with the authority to establish by Resolution the Equivalent Residential Unit, which means the average Impervious Area of Residential Property per Dwelling Unit located within the City, the ERU Rate, which means the Stormwater Utility Fee charged on each ERU, and the Undeveloped Property Rate, which means the Stormwater Utility Fee charged on each acre of undeveloped Property;

WHEREAS, the City Manager has recommended to the City Commission pursuant to Pittsburg City Code Section 82-546 that the ERU rate as set by Resolution No. 1028 be increased as set forth below;

WHEREAS, the City Commission has evaluated the City Manager's recommendation and has determined that the fees set forth herein below are reasonable and necessary and are in accordance with the provisions of Pittsburg City Code Section 82-546; and

WHEREAS, the City Commission has determined it to be appropriate to implement the rates set forth herein as of the effective date of this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PITTSBURG, CRAWFORD COUNTY, KANSAS:

Section 1. ERU Established. The Equivalent Residential Unit is hereby established to be 3,106 square feet of impervious area.

Section 2. ERU Rate Established As of January 1, 2012. The ERU Rate to be charged for Stormwater Management Utility Fees for each ERU is hereby established to be \$3.67 per month as of January 1, 2012.

Section 3. Undeveloped Property Rate Established. The Underdeveloped Property Rate to be charged for Stormwater Management Utility Fees for each acre of Undeveloped Property is hereby established to be 0 percent.

Section 4. This Resolution shall become effective on January 1, 2012.

ADOPTED AT A REGULAR COMMISSION MEETING this ____ day of _____, 2011.

Mayor – Marty Beezley

ATTEST:

City Clerk - Tammy Nagel

AGREEMENT
EXECUTIVE SEARCH SERVICES

This AGREEMENT, made as of this ____ day of _____, 2011, by and between THE MERCER GROUP, INC. and the CITY OF PITTSBURG, KANSAS, a municipal corporation.

WITNESSETH:

WHEREAS, the City of Pittsburg, Kansas, (hereinafter referred to as the "City") has made a request for proposals to hire an executive recruiter to conduct a search for a City Manager for the City, and

WHEREAS, The Mercer Group, Inc. (hereinafter referred to as "Mercer") has submitted a proposal in response to the City's request, and

WHEREAS, the City has selected Mercer's proposal as the proposal which best meets its needs and the City desires to hire Mercer to conduct the City's search for a new City Manager, and

WHEREAS, Mercer desires to assist the City in conducting the City's search for a City Manager.

NOW, THEREFORE, in consideration of the following mutual covenants and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by all parties hereto, Mercer and the City hereby agree as follows:

1. Mercer agrees to provide services and support to the City in the conduct of the City's search for a City Manager. Mercer agrees to conduct the City's project in accordance with the scope of services outlined in its Proposal to the City dated September 27, 2011 in response to the City's request for proposal. **Mercer's proposal is incorporated by reference and thus made a part of this Agreement as Exhibit A.**
2. The City agrees to compensate Mercer for its services in the amount of \$15,000 for professional services and not-to-exceed \$8,000 in expenses for the search. Payments to Mercer are to be made as outlined in the Cost section of Mercer's proposal to the City.
3. The City and Mercer both agree that this Agreement shall be governed by the laws of the State of Kansas. **Both parties consent to sole jurisdiction and venue of Crawford County, Kansas District Court.**
4. The City and Mercer both agree that in the event a dispute arises between the parties, the complaining party shall promptly notify the other of the dispute in writing. Each party shall respond to the other party in writing within ten (10) working days of receipt of such notice. **Delivery of any such notice shall be made via certified mail.**

Contacts:

**Mr. Gary Holland
Senior Vice-President
The Mercer Group, Inc.
2603 South Oxford Drive
Stillwater, Oklahoma 74074**

**Ms. Megan Fry
Director of Human Resources
City of Pittsburg
201 W. 4th Street
Pittsburg, Kansas 66762**

5. The City and Mercer both agree that any amendments to this Agreement shall be made in writing and executed by both parties. A proposed amendment which is not in writing and executed by both parties shall not affect the terms of this Agreement.

6. The parties shall have the right at either party's convenience to terminate this Agreement following ten (10) days written notice to the affected party. Should either party terminate this Agreement the City shall only be obligated to pay Mercer for those services already provided.

CITY OF PITTSBURG, KANSAS

BY: _____

ATTEST:

THE MERCER GROUP, INC.

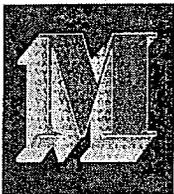
BY: _____

Gary W. Holland
Senior Vice-President

CITY OF PITTSBURG, KANSAS

**Proposal for
EXECUTIVE SEARCH SERVICES
FOR RECRUITMENT OF
CITY MANAGER**

September 27, 2011



The Mercer Group, Inc.

Consultants to Management

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The Mercer Group, Inc.

Consultants to Management

2603 South Oxford Drive
Stillwater, Oklahoma 74074
Phone 405-269-3445
gholland73@hotmail.com

September 27, 2011

The Honorable Marty Beezley
Mayor
City of Pittsburg
10 North Robinson
Pittsburg, Kansas 66762

Dear Mayor Beezley and City Commission Members:

Thank you for your inquiry about the services of The Mercer Group, Inc. to assist in the recruitment of a new City Manager. We are pleased to submit this proposal for the City to evaluate our qualifications. We are very interested in assisting with this critical project. If selected to conduct the search, we are prepared to begin the work immediately following contract approval. We believe we can accomplish this project in a knowledgeable and efficient manner.

The purpose of engaging the services of an executive search firm is to seek out and recruit experienced candidates and to assist the City in selecting highly qualified individuals who meet the profile and needs of the City and who might not otherwise apply. The Mercer Group, Inc. is exceptionally well qualified to assist the City with this project. We have conducted recent searches for city managers in similar communities nationwide.

We are well experienced and very deliberate in determining the standards expected by elected officials so that the recruitment is well founded from the beginning. Prior to joining The Mercer Group in 2007, I gained over 27 years of direct experience in local government management. My local government work includes 10 years technical consulting and educational work with cities and counties throughout Kansas, Texas, Oklahoma, and Missouri as well as over 17 years executive level experience in one of the fastest growing cities in the nation. James Mercer has been conducting successful executive search services since 1981.

The Mercer Group, Inc. is an independent management consulting firm incorporated in the State of Georgia and operating nationwide. In addition to the Stillwater, Oklahoma office, Mercer associates

are located in Texas, Colorado, New Mexico, California, Michigan, Illinois, North Carolina, and Georgia.

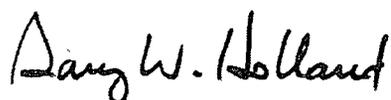
The firm was founded by James L. Mercer, a long-term public management consultant. Mr. Mercer started his own firm in 1981 and merged it in 1984 with another consulting firm, Wolfe & Associates, Inc. On June 1, 1986, Mr. Mercer acquired the Human Resource and Organizational Consulting Practice of Wolfe & Associates, Inc. This acquisition formed the basis for Mercer, Slavin & Nevins, Inc. He sold his interest in Mercer, Slavin & Nevins, Inc. early in 1990 and founded The Mercer Group, Inc.

The Mercer Group, Inc. provides exceptionally high quality management consulting services to state and local governments, transit authorities, health care providers, utilities, special districts, and private sector clients. Specialty practice areas include: executive recruitment, organization and operations analysis, productivity improvement, strategic planning, management systems, compensation/classification/policy studies, privatization, budget evaluation services, government consolidation and organization development, training, and general management consulting. Our key consultants have conducted successful searches for hundreds of public sector organizations nationally and can offer numerous references as testimony of our work. Public sector clients constitute over 90% of our business.

I will conduct this search personally with professional support from Mr. James Mercer and Mr. Jerry Bailey in establishing effective recruitment networks and channels. We are able as well to draw upon the leads and contacts of the other Mercer associates across the country.

Thank you for the opportunity to respond to this important assignment. It would be our pleasure to be of service to the City of Pittsburg. This proposal is valid for ninety days from receipt by the City of Pittsburg. Please call me at 405-269-3445 with any questions.

Sincerely yours,
THE MERCER GROUP, INC.



Gary W. Holland
Senior Vice President

QUALIFICATIONS AND STAFFING

This section presents our qualifications to conduct projects of this type and describes the staff to be assigned to the search.

Gary W. Holland, Senior Vice President- Project Leader

Gary Holland brings over thirty years of public sector experience to the management of the south-central region office specializing in executive search services. Immediately prior to joining The Mercer Group he worked over seventeen years in city management addressing issues in strategic planning, downtown redevelopment, growth management, capital projects oversight, budgeting, and finance.

Mr. Holland also has consulted with cities in Kansas, Texas, Oklahoma, and Missouri while affiliated with ICMA's Public Technology, Inc. focusing on police, fire, and public works issues. Additionally, he participated in the Oklahoma State University county government training program and authored a variety of publications and guidebooks for elected county officers. He also collaborated to create a comprehensive program on risk management for local governments under 50,000 in population on behalf of the USDA Cooperative Extension Service.

Gary served as a charter member of the governing board of a non-profit organization devoted to addressing problems associated with homeless populations.

He received an MBA with honors from Oklahoma State University with an emphasis in management and finance and a bachelor of business administration degree from the University of Oklahoma.

Gary W. Holland
The Mercer Group, Inc.
2603 South Oxford Drive
Stillwater, Oklahoma 74074
Telephone: 405-269-3445
E-mail: gholland73@hotmail.com

James L. Mercer, President- Project Support

Mr. Mercer holds a Master of Business Administration degree from the University of Nevada, Reno, and a Bachelor of Science degree in Industrial Management from the same institution. He has also received a Certificate in Municipal Administration from the University of North Carolina at Chapel Hill and is a graduate of the Executive Development Program at Cornell University. Mr. Mercer is a Certified Management Consultant (CMC) and has more than 23 years of experience in executive search and management consulting. He has authored or co-

authored five books and has written more than 200 articles on various management topics. His experience covers the following functional areas: executive search, organization and operations analysis, management systems, productivity improvement, seminars/training, goal setting, strategic planning, privatization, government, consolidation, and general consulting.

Prior to founding The Mercer Group, Inc., Mr. Mercer held positions as President of Mercer, Slavin & Nevins, Inc.; Regional Vice President of Wolfe & Associates, Inc.; as Partner and Vice President of Korn/Ferry International; General Manager of Battelle Southern Operations; National Program Director for Public Technology, Inc.; and Assistant City Manager of Raleigh, North Carolina.

Jerald W. "Jerry" Bailey, Senior Vice President – Project Support

Jerry Bailey previously served as Vice President Human Resources for the San Antonio Water System where his responsibilities included management of Recruitment, Human Relations, Labor Relations, Compensation, Benefits, Performance Management, Succession Planning, Safety and Training. Mr. Bailey has served in Human Resource leadership positions in both the public and private sector for over 35 years, leading operations in California, Hawaii, Louisiana, New Jersey, Tennessee and Texas. This service included public education, telecommunications, electric, gas, water and wastewater utility management as well as a partner in the Western Personnel Management Center where Jerry concentrated on union relations for elementary and secondary school districts and guiding school districts through a community based search process for selection of Superintendents and other school administration positions. Mr. Bailey also owned and managed a Dunhill recruitment firm specializing in Telecommunications and Human Resources searches where he placed positions from President/CEO throughout all management levels.

After serving four years in the U.S. Navy, Mr. Bailey obtained a B.S. degree (Summa Cum Laude) and Master's degree in Public Administration (Summa Cum Laude) from California State University. Jerry also pursued further post-graduate education at Cornell University.

Jerald W. "Jerry" Bailey
The Mercer Group, Inc.
3011 Sable Creek
San Antonio, TX 78259
210-627-0211
E-mail: mercer-tx@sbcglobal.net

INTRODUCTION, BACKGROUND, AND OBJECTIVES

This section presents our understanding of the City of Pittsburg's requirements for this search as well as the objectives and scope of the project.

A. Introduction and Background

Pittsburg is the most populous city in Crawford County and in southeastern Kansas. As of the 2010 census, the city population was 20,233. It was founded on May 20, 1876 and was originally named Iowa City. The city was incorporated in 1880.

Pittsburg is the home to Pittsburg State University which was founded as a normal training institution. It has always had a strong manual and industrial arts program and has trained many of the area's public and private school teachers. The annual enrollment is approximately 5,900 undergraduate and 1,200 graduate students.

The city has a rich cultural heritage from many Southern and Eastern European mine workers who settled in and around Pittsburg and Southeastern Kansas. It is situated in a once productive coal field. It now relies heavily on education and government-related employment.

The City Commission is composed of five members with the Mayor serving as the chairperson. The president of the Board presides in the Mayor's absence. The City Commission is responsible for setting policy, establishing the budget and enacting ordinances for the benefit of the residents and businesses in Pittsburg.

The City Manager is the chief executive of the City of Pittsburg and has the ultimate responsibility for the delivery of quality services to the citizens.

The City Manager, whose powers and authority are administrative, has direct control and management of every department of the City government and of every officer and employee of the City. Duties of the City Manager include, but are not limited to, implementing the policy decisions of the City Commission, advising the City Commission on matters affecting the City, administering and overseeing City operations, appointing and removing City personnel, administering the adopted budget and capital improvements program, coordinating compliance with national and state laws, responding to requests for information and assisting citizens with requests for service.

It is our understanding that:

- It is the intention of the City Commission to provide an efficient, deliberate selection process for the new City Manager. The Commission wishes to appoint a new City Manager promptly following a deliberate professional search.

- The City Commission will consider assistance from a recruitment and search firm immediately in order to act promptly in recruiting a new City Manager.
- The City is considering "turn-key" executive search services and support in connection with the recruitment of a new City Manager. We are prepared also for coordination with any supplemental search committee appointed by the Commission.
- Services required include position analysis and preparation of a position profile; recruitment for the position; inviting potential candidates to apply; reviewing and screening applications; conducting preliminary interviews and background checks of selected candidates; recommending a list of final candidates; preparing the Commission and coordinating final interviews; negotiating; and following up.
- The City wishes to conduct a comprehensive recruitment process to ensure the best qualified candidates are found and that the best qualified individuals who are acceptable can be hired.
- The annual salary and benefits package for the position will be discussed with the City Commission.

B. Objectives

The objectives that we will meet in order to help find the best qualified candidates for the position are as follows:

- To conduct on-site needs assessment for the new City Manager.
- To develop a comprehensive position profile.
- To reconcile any differences in points of view with regard to specifications for the position.
- To encourage top level people to apply who might otherwise be reluctant to respond to an advertisement.
- To mail an informational brochure describing the City and the position to targeted prospects.
- To save a considerable amount of Commission and staff time in establishing a position profile and reviewing applicants.

- To comply with appropriate personnel regulations and laws (i.e., EEO and ADA).
- To independently and objectively assess the qualifications and suitability of candidates for the position.
- To recommend a pool of finalist candidates to the Commission.
- To coordinate finalist candidate interviews with the Commission.
- To respond to all candidate inquiries and produce all correspondence throughout the search.
- To preserve the confidentiality of inquiries to the degree possible under Kansas law.
- To assist the Commission in reaching a final decision.
- To assist in negotiating a compensation package with the successful candidate on behalf of the City.
- To assist the Commission in establishing performance expectations and evaluating the new City Manager's performance.
- To follow up with the Commission and the new City Manager during the first year to determine if adjustments need to be made.
- To keep the Commission closely involved in key decisions and informed of our progress.

OUR APPROACH AND WORK PLAN

This section presents our approach and work plan for the search project.

A. Approach

Our approach and style are interactive. A partnership is formed with our client to conduct a project. The Mayor, Commission members and others you may ask to participate in the process will benefit through ease of implementation and by gaining more in-depth knowledge of the professional screening and selection of candidates.

B. Work Plan

We recommend a seven-step search process as follows:

1. Position Analysis We will study and define work relationships, job qualifications and requirements for the position, update our knowledge of the community and City organization and create a "Position Profile."
2. Recruitment Process We will recruit regionally and nationally (more than just advertising) for the position and network to locate qualified candidates.
3. Resume Review We will identify qualified candidates.
4. Candidate Screening We will carefully screen prospective finalists according to the selection criteria contained in the Position Profile.
5. Background Investigation We will thoroughly evaluate the professional accomplishments, strengths and weaknesses, education and other records of prospective finalists prior to your interviews.
6. Interview Process We will coordinate finalist candidate interviews with the Commission and facilitate selection.
7. Negotiation and Follow-up We will facilitate employment and follow up to ensure complete integrity of the process.

Each step in this process for the City Manager is described below.

1. Position Analysis

We will have extensive consultation with the Mayor, Commission members, and City staff as well as other individual community leaders (if you wish) to learn the City's current vision/mission, goals and objectives, short and long-term needs and issues, requirements of the job, and to verify information about the environment within which the position functions. We will spend a considerable amount of time at the beginning of the process in Pittsburg in order to update our knowledge of the community and the City organization.

During this process, we will initiate individual interviews with Commission members, the Mayor, department heads and key staff, and other community leaders if you wish to identify expectations, perceptions, and issues regarding the position, as well as the desired personal characteristics of the next successful City Manager. If the Commission wishes to appoint a citizens' search committee or similar community group, we will establish the same initial process with that committee.

Based on those meetings and interviews, we will prepare a draft position profile and review it with the Commission in order to arrive at a general agreement regarding the specifications for the position. The final position profile will include information about the City, the community, major issues to be faced, the position, and the selection criteria established. Our Position Profiles are found to be thoroughly informative to prospective candidates.

2. Recruitment Process

Because we have recently completed similar searches, we will review our database to determine those candidates whom we may already know and/or already have on file who may meet the City's specifications.

Although this process is valuable, we will rely most heavily on our own contacts in the city management field and on our own experience. In other words, through "networking" (not just advertising) we will conduct a regional or nationwide professional search for the best qualified candidates and invite them to apply for the position. The Position Profile is a very effective tool during this phase of direct recruitment.

We will also pursue a variety of advertising alternatives. We will place ads in professional journals and national and in-state newsletters to encourage applicants to apply. We are accustomed to using professional sources also that are relied upon by minority and women candidates. Here is an initial list of resources where we would expect to advertise. We will be open to other productive resources typically used by the City of Pittsburg.

- ICMA Newsletter and web site
- League of Kansas Municipalities
- Public Sector Jobs Bulletin and web site
- Mercer Group web site
- State associations of city managers web sites
- Targeted mailing of a four-color brochure highlighting the position and city

3. Resume Review

We will review and analyze each applicant's background and experience against the position description criteria. We will acknowledge all resumes received and keep candidates informed of their status.

4. Candidate Screening

Criteria for the preliminary screening will be contained in the approved "Position Profile". They will include such items as education, technical knowledge, experience, accomplishments, management style, personal traits, etc. Screening of candidates against those criteria will be based on data contained in the resumes and other data provided by the candidates and on our knowledge of the organizations in which they work. At this stage, each must meet the minimum qualifications specified in the Position Profile. We will be responsible for screening the applications received. This initial screening will include preliminary telephone interviews with the most promising candidates.

Once the initial screening is completed, we will identify prospective candidates who most closely match the criteria established by the City Commission. We will contact leading candidates and personally talk with each. We will closely examine their experience, qualifications and achievements in view of the selection criteria and our professional expertise in evaluating the quality of such qualifications and achievements.

The output of this step in the process will be a Report on Leading Candidates with concise information on top candidates showing how each rates against the selection criteria established by the Commission (Exhibit I). This report will be reviewed with the Commission and guidance obtained prior to proceeding. It will include a summary about each proposed finalist with respect to key selection criteria.

A particularly valuable service available at this point in the evaluation process is the provision of video recorded interviews with those candidates the City Commission is highly interested in considering further. Video recorded interviews can be conducted at low cost for the City Commission to determine if they wish to incur the expense of bringing the candidate to Pittsburg for a personal interview.

Based on the preceding steps, a recommended list of finalists for the position of City Manager will be compiled. We will meet with the City Commission to review the recommended list of finalists and seek your indication of the most promising few to invite for interviews.

5. Background Investigations

As part of our process in evaluating your most promising candidates, we make detailed and extensive reference checks. In conducting these, it is our practice to speak directly to individuals who are now or have previously been in positions to evaluate the candidate's job performance.

We ask each candidate to provide us with a few key references. The references to be contacted will include supervisors, peers, and subordinates. In this way, we thoroughly evaluate each candidate using a 360 degree approach. We have talked to as many as 23 references concerning a single finalist candidate. These references and evaluations are combined to provide frank and objective appraisals of the top candidates. We also verify past employment difficulties, if any, including any legal action filed against former employers.

As part of our evaluation process, we verify undergraduate and graduate college degrees. Additionally, we arrange for credit checks, criminal checks, and a driving history report.

EXHIBIT I
SAMPLE CANDIDATE CHECKLIST
City Manager

1. Candidate's full name _____
Other names used _____
Current title and employer _____
2. Current OR last annual salary _____
Auto or allowance provided (specify) _____
Other compensation _____
3. What starting salary for this position is acceptable to you?
4. List name of college(s), city and state where degree(s) earned, name of degree(s) and year conferred.
5. List professional references available now to include supervisors, subordinates, and peers (minimum of six with phone numbers and home phone numbers if possible).
6. List six (6) career accomplishments of which you are most proud.
7. Provide a paragraph on the present (or last) city or county in which you work.
8. Please concisely describe your approach to effective Commission/manager relations.
9. Explain in a paragraph your management style and philosophy.
10. Describe in a paragraph your management approach to ensuring good customer service.
11. Please provide a concise narrative on your experience with the following:
 - a. Economic development
 - b. Information technology solutions
 - c. Retaining, mentoring, and recruiting professional staff
 - d. Water/wastewater treatment systems and electrical distribution systems
 - e. Interaction with other government agencies and chambers of commerce
 - f. Community involvement through civic clubs, chamber of commerce, etc.
12. Please briefly explain why you are interested in this position.
13. Please briefly explain why you are interested in leaving your current position.
14. If you are currently not employed, please explain (please list two references we can call who would know about this and could talk with us about it).
15. Pursuant to a thorough background check, would we find anything that might embarrass a future employer?
16. Please identify any litigation in which you were or are a participant.
17. What are your strengths and weaknesses relative to this position?

6. Interview Process

We will prepare a written summary on each of your finalists. The information will cover, but not be limited to, 1) present position, 2) total years experience, 3) salary requirements, 4) education, 5) previous positions held, 6) notable projects, 7) management style, 8) skills and abilities, 9) interests, and 10) professional goals. This information will be presented to the Commission in a detailed written format combined with the results of the background investigation and reference interviews.

Our report will be presented in a meeting with the City Commission in which we will discuss our findings and provide background information. We will also provide an Interview Guide with sample questions and a rating form for the interviews. Targeted questions will be recommended regarding management concepts and competencies as well as work experience.

We will also provide the Commission with our recommendations relative to timing, sequencing, location, setting, format, and conduct of interviews with the finalists. We will arrange schedules for top candidate interviews with the Commission and will coordinate the process with your staff.

During the time candidates are in Pittsburg for interviews, it can be effective to schedule a public reception for a variety of other City leaders to meet the candidates. Such a reception can be arranged informally at a convenient time and place. Commission members often gain valuable feedback from those attending and from observing the interactions with City Manager candidates. Community members gain confidence from meeting and talking with the candidates. Feedback may also be forthcoming from those who observe the open interviews.

Other successful interview steps include an opportunity for each finalist candidate to talk with the top City staff members and to take a guided tour of City facilities and community assets. For a thorough interview process that helps the City Commission to reach a sound conclusion, we can discuss many other procedural options.

7. Negotiation and Follow-up

We will also assist in mediating the process relative to salary, benefits and other conditions of employment if you wish. This may allow the Commission and the new City Manager to avoid beginning their work together with an adversarial relationship. We can be especially helpful also because we have proposed a fixed fee rather than one based on a percentage of salary.

The situation may arise where an agreement may not be able to be arranged. If that is the case, we will continue to work with the Commission to select an alternate candidate.

We are prepared to handle any and all media relations. Unless otherwise directed, it is our standard practice to tell all media that we are working on behalf of the City of Pittsburg and that any public statement should come directly from the Commission. We will maintain confidentiality of candidate information to the extent desired by the City and to the degree possible under Kansas law.

Finally, we will notify all candidates not recommended for personal interview of the final decision reached. We suggest, however, that it is more appropriate for the Commission to directly notify all unsuccessful candidates personally interviewed of the final result.

Once the new City Manager has been on board for 30 days or so, we are available if desired to conduct a session with the Commission and the new City Manager in order to establish mutual performance criteria and goals for the position. In this regard, we will work with the Commission to help define the role of the new City Manager. We will follow up periodically with the City during the first year in order to make any adjustments that may be necessary.

We will keep the City Commission closely informed and involved in decisions concerning the search process at all times. We will prepare and send periodic reports that describe the progress on the recruitment, specific steps to be taken to meet the City's deadlines, and an itemization of expenses incurred to date.

Support from the City will be needed, as follows:

- Arranging interviews with Commission members, staff and others
- Providing budget, organization charts and other documents
- Point of contact for the search
- Processing invoices for payment

PERFORMANCE GUARANTEES

We guarantee that we will not recruit candidates for other clients from the City of Pittsburg unless, for some reason, you specifically authorize us to do so. We further guarantee that if all the steps of our proposal are approved and carried out, should the selected candidate leave your employ within two years of employment, we will redo the search for the cost of our expenses only. Our other guarantees include never attempting to recruit our placement without your permission, and we will continue the search for city manager until you are satisfied.

COST PROPOSAL

Our fees for the services outlined to recruit the new City Manager are \$15,000 plus a budget not-to-exceed \$8,000 for direct expenses. Our fees are broken down as follows:

Job Analysis, Position Profile.....	\$ 2,350
Advertising and Recruitment.....	2,600
Resume Review	2,700
Candidate Screening	2,500
Background Investigation.....	2,350
Interview Process, Negotiation and Follow-up	<u>2,500</u>
TOTAL FEE	\$15,000
DIRECT EXPENSE BUDGET	<u>8,000</u>
MAXIMUM FEES AND EXPENSE, CITY MANAGER	<u>\$23,000</u>

Direct expenses are for advertising sources, direct mail, consultant travel, telephone, correspondence, and report preparation. **A typical engagement requires about \$4500. However, we are also available to travel to finalist candidates' current community to conduct on-site interviews or to accommodate other special requests if the Commission so directs.**

Because of the close proximity of my office to Pittsburg, expenses can be kept to a minimum. The cost for final candidates to travel to interview with the Commission is not included. Such costs are typically paid by the City on a reimbursement basis directly to the candidates. These costs are difficult to estimate because they depend on where the candidates are located. Out-of-state costs run as high as \$750 to \$1,000 per person.

The City of Pittsburg's cost for The Mercer Group, Inc. for services rendered under this agreement will not exceed the agreed upon price unless an increase is authorized by the City in writing. We will submit invoices for fees and expenses. It is our practice to bill one-third at the start of the search, one-third after 30 days, and one-third upon an appointment of the Commission's selected candidate. Each invoice will be payable upon receipt for professional services. Expenses will be billed monthly and shown as a separate figure.

We will comply with all applicable laws, rules and regulations of federal, state and local government entities. Our ability to carry out the work required will be drawn greatly from our past experience in providing similar services to others, and we expect to continue such work in the future. We will, to the degree possible, preserve the confidential nature of any information received from you or developed during the work in accordance with our professional standards.

We assure you that we will devote our best efforts to carrying out this engagement. The results obtained, our recommendations and any written material provided by us will represent our best judgment based on the information available to us. Our liability, if any, will not be greater than the amount paid to us for the services rendered.

This proposal constitutes the agreement between us. It cannot be modified except in writing by both parties. Our agreement will be interpreted according to the laws of the State of Kansas.

WHY YOU SHOULD SELECT THE MERCER GROUP, INC.

We believe some advantages to using The Mercer Group, Inc. which you may wish to consider are:

1. **Critical Path Method** The Mercer Group, Inc. uses a "critical path" search process which is designed to allow our clients to focus their attention on the selection process rather than on recruiting and screening candidates. We have learned that each client's need for key executives is different and that there is no one "best" person for all situations. The best prospects are most frequently happily employed and are not responding to advertisements. These people typically need to be sought out and encouraged to become candidates. They are understandably reluctant to apply for positions if their interest could become a matter of public information prior to being assured that they will be finalist candidates. Our approach to this assignment will reflect the unique qualities of the City of Pittsburg. It will honor the interests of candidates to the extent possible under Kansas law.
2. **Reasonable Fees** Our practice was formed to provide exceptional quality recruitment services to our clients. Our system is designed to allow us to extend reasonable fees to our non-profit and governmental clients and still be within our profit margins on each assignment.
3. **Experience** Our search specialists are among the most experienced recruiters in the United States. We are also conducting similar consulting assignments currently.
4. **Repeat Engagements** We have received a considerable amount of repeat business from our clients during the recent past.
5. **Unique Skills and Services** We offer a valuable combination of skills and services which is unique in our industry. Our firm is nationally respected in the areas of organization analysis and development, team building, strategic planning, goal setting, and productivity analysis.
6. **Performance Guarantees** We guarantee that we will not recruit candidates from the City of Pittsburg for other clients unless, for some reason, you specifically authorize us to do so. We further guarantee that if all the steps of our proposal are approved and carried out, should the selected candidate leave your employ within two years of employment, we will redo the search for the cost of our expenses only. Our other guarantees include never attempting to recruit our placement without your permission and continuing the search until you are satisfied.

7. **Strategic Locations** We are a national firm and serve the United States from our offices nationwide. We will be in Pittsburg when you need us.
8. **Specialists in Search** We are specialists in public sector and related executive search and will devote our most experienced consultants to this project. We will not delegate any important aspect of the work to less experienced staff.
9. **Positive Track Record** We have a positive track record of placements on all of our search assignments and have satisfied clients as references.
10. **Objectivity and Custom Tailored Services** We do not use the same cadre of candidates again and again. And, we have no allegiances which preclude our total objectivity respective of any candidate.
11. **Thorough Work Product** We check references, we verify education and our work product is most thorough and of the highest quality.
12. **Contemporary Organization Analysis Insight** We have contemporary organization analysis experience with similar organizations and will share our insights about your organization as we proceed with the search.
13. **Proven Satisfaction** Over 90 percent of our placements during the past five years are still in their same positions.
14. **Ethical Standards** We have participated in the establishment of ethical standards for public sector executive search firms, and we abide by those standards. We also abide by the Ethical Standards of the Institute of Management Consultants and the International City/County Management Association.
15. **Objective Evaluation** We are experienced in objectively evaluating internal and local candidates.
16. **Contacts** We have the local, state-wide and national contacts to expedite the search process.
17. **Database** We have a large database of well-qualified candidates which can be searched.
18. **Minority/Women Placements** We have a number of minority and women placements.

19. **Diagnostic Techniques** We can use diagnostic techniques to determine how candidates match up with the selection criteria of our clients.
20. **Position Dimensions Analysis** We use a technique which allows for the determination of dimensions that are important in a City Manager's position and then determine specific questions that we should ask prospective candidates that will allow us to systematically determine whether or not those individuals have those skills and experiences
21. **Community Needs Based Evaluation** We also use a needs-based approach to display the candidates along a number of dimensions identified by the Commission and then review the top 10 or so of those individually with the Commission to get their involvement and feedback prior to us spending City resources to interview a large number of candidates. This helps better target the search and produces a much more effective result.
22. **Never Say "No"** We almost never say "no" to our clients.
23. **Keep You Involved** We will keep the Mayor and Commission actively involved in the search process at all times.
24. **Ready to Go** We are ready to begin work immediately and proceed rapidly to complete this assignment. We can meet your schedule.

Schedule

We propose a 90-day schedule from start date to the Commission's selection of the new City Manager. With the Commission's contract approval, for example, we would expect to begin development of the position analysis and profile immediately. Advertising and recruitment would be conducted during the next six weeks. This would allow us to report the top candidates at 60 days. The City Commission should be in a position at that point to select top finalists. Following our background checks and other preparation, interviews could be arranged in Pittsburg and a selection could be made by the City Commission before the end of 90 days.

This schedule can be altered further in order to meet the City's requirements. Our proposed schedule of meetings with the City Commission is shown in Exhibit II.

EXHIBIT II

SCHEDULE OF MEETINGS WITH THE CITY COMMISSION

1. Individual interviews with the Mayor, Commission members, department heads, community members and others.
2. Meeting with City Commission to finalize position profile.
3. Possible meeting with Commission to discuss top 8 to 10 candidates and solicit feedback.
4. Meeting with Commission to present Final Report on top 3 to 5 candidates.
5. Facilitate Commission's interviews with each finalist candidate.
6. Meeting with Commission to assist/facilitate selection of new City Manager.
7. Possible follow-up meeting with City Commission and new City Manager 30 to 60 days after start of work for purposes of establishing mutual goals, performance objectives.

AGREEMENT
EXECUTIVE SEARCH SERVICES

This AGREEMENT, made as of this ____ day of _____, 2011, by and between THE MERCER GROUP, INC. and the CITY OF PITTSBURG, KANSAS, a municipal corporation.

WITNESSETH:

WHEREAS, the City of Pittsburg, Kansas, (hereinafter referred to as the "City") has made a request for proposals to hire an executive recruiter to conduct a search for a City Manager for the City, and

WHEREAS, The Mercer Group, Inc. (hereinafter referred to as "Mercer") has submitted a proposal in response to the City's request, and

WHEREAS, the City has selected Mercer's proposal as the proposal which best meets its needs and the City desires to hire Mercer to conduct the City's search for a new City Manager, and

WHEREAS, Mercer desires to assist the City in conducting the City's search for a City Manager.

NOW, THEREFORE, in consideration of the following mutual covenants and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by all parties hereto, Mercer and the City hereby agree as follows:

1. Mercer agrees to provide services and support to the City in the conduct of the City's search for a City Manager. Mercer agrees to conduct the City's project in accordance with the scope of services outlined in its Proposal to the City dated September 27, 2011 in response to the City's request for proposal. Mercer's proposal is incorporated by reference and thus made a part of this Agreement.
2. The City agrees to compensate Mercer for its services in the amount of \$15,000 for professional services and not-to-exceed \$8,000 in expenses for the search. Payments to Mercer are to be made as outlined in the Cost section of Mercer's proposal to the City.
3. The City and Mercer both agree that this Agreement shall be governed by the laws of the State of Kansas.
4. The City and Mercer both agree that in the event a dispute arises between the parties, the complaining party shall promptly notify the other of the dispute in writing. Each party shall respond to the other party in writing within ten (10) working days of receipt of such notice.
5. The City and Mercer both agree that any amendments to this Agreement shall be made in writing and executed by both parties. A proposed amendment which

Agreement, Continued:

is not in writing and executed by both parties shall not affect the terms of this Agreement.

6. The parties shall have the right at either party's convenience to terminate this Agreement following ten (10) days written notice to the affected party. Should either party terminate this Agreement the City shall only be obligated to pay Mercer for those services already provided.

CITY OF PITTSBURG, KANSAS

BY: _____

ATTEST:

THE MERCER GROUP, INC.

BY: _____
Gary W. Holland
Senior Vice-President

REFERENCES

You may contact any of the following for references on recently completed professional work of The Mercer Group.

City of Prairie Village; population: 20,511
Quinn Bennion, City Administrator
7700 Mission Road
Prairie Village, KS 66208
913-385--4601
Chief of Police and we also placed Quinn in Prairie Village

Town of Trophy Club: population 8000
Councilman J.D. Stotts
100 Municipal Drive
Trophy Club, Texas 76262
682-831-4600
jdstottsstc@yahoo.com
Town Manager Search

City of Bridgeport; population: 6095
Mayor Don Majka (Former) or Rachel Huitt (former assistant city administrator)
900 Thompson Street
Bridgeport, Texas 76426
940-683-3400
rhuit@rahcompany.com
City Manager Search

City of Canadian, population 3000
Mayor John Baker
6 Main Street
Canadian, TX 79014
806-323-6473
jbaker@wellingtonsb.com
City Manager Search

City of Lee's Summit; population: 91,000
Mayor Randy Rhoads
220 Southeast Green Street
Lee's Summit, Missouri 64063
816-969-1010
City Manager and City Attorney Search

PREVIOUS SEARCHES

Examples of our executive search experience follow:

* Executive search work performed by a current staff member while working for another firm.

City Managers/Administrators

Akron, Ohio - Assistant to the Mayor (Technology Agent) - 1973
Alachua, Florida - City Manager - 2001
Alamogordo, New Mexico - City Manager - 2009
Albany, Georgia - Assistant City Manager (Limited scope search) - 2000
Angel Fire, New Mexico - Town Administrator (Limited scope search) - 2000
Andrews, Texas - City Manager - 2000
Ann Arbor, Michigan - City Administrator - 2001
Ann Arbor, Michigan - City Administrator - 1995
Ann Arbor, Michigan - City Administrator - 1988
Arkansas City, Kansas - City Manager - 2006
Arlington, Texas - Assistant City Manager (Technology Agent) - 1973
Aspen, Colorado - City Manager - 1989
Athens/Clarke County Unified Government, Georgia - Manager - 2000
Athens/Clarke County Unified Government, Georgia - Manager - 1995
Aurora, Colorado - City Manager - 1989
Austin, Texas - City Manager - 1988
Avondale, Arizona - City Manager - 2000
Aztec, New Mexico - City Manager - 2009
Barrington, Illinois - Village Manager - 1998
Bay City, Michigan - City Manager - 2003
Beavercreek, Ohio - City Manager - 2003
Beavercreek, Ohio - City Manager - 1985
Belding, Michigan - City Manager - 1999
Bellaire, Texas - City Manager - 1996
Billings, Montana - City Administrator - 2006
Billings, Montana - City Administrator - 2003
Billings, Montana - City Administrator - 1999
Billings, Montana - Assistant City Administrator - 2003
Billings, Montana - Deputy City Administrator - 2003
Bloomfield Hills, Michigan - City Manager - 2006
Bloomfield Hills, Michigan - City Manager - 2001
Bloomfield, New Mexico - City Manager - 2010
Boca Raton, Florida - Assistant City Manager - 1989
Bridgeport, Texas, City Administrator - 2010
Boulder, Colorado - City Manager - 2002
Boynton Beach, Florida - City Manager - 1999
Bryan, Texas - City Manager - 2006
Bridgeport, Texas - City Administrator - 2010
Cairo, Georgia - City Manager - 1995
Canadian, Texas - City Manager - 2010
Cape Coral, Florida - City Manager - 1996
Carpentersville, Illinois - Village Manager - 2001
Carrboro, North Carolina - Town Manager - 2003
Casa Grande, Arizona - City Manager - 2003
Casselberry, Florida - City Manager (Limited scope search) - 2003
Centennial, Colorado - Deputy City Manager - 2007

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Centennial, Colorado - City Manager – 2001
 Champaign, Illinois – Assistant City Manager - 2007
 Charlotte, North Carolina - Deputy City Manager (Limited scope search) - 2000
 Charlotte, North Carolina - City Manager - 1996
 Charlotte, North Carolina - City Manager -1981
 Chesapeake, Virginia - City Manager – 1996
 Clayton, Missouri - City Manager – 2003
 Cleburne, Texas – City Manager - 2011
 *Cloverdale, California - City Manager - 2001
 College Park, Georgia - City Manager - 2002
 College Park, Maryland - City Manager - 2004
 College Park, Maryland - City Manager - 2002
 College Station, Texas - City Manager - 2006
 College Station, Texas - Assistant City Manager (2) - 2006
 *Colma, California - City Manager - 1998
 Columbia, South Carolina - City Manager - 1997
 Columbus, Georgia - City Manager - 1995
 Concord, North Carolina - City Manager - 1999
 Coral Springs, Florida - Assistant City Manager - 2000
 *Cotati, California - City Manager – 1997
 Covington, Washington – City Manager - 2006
 Culpeper, Virginia - Town Manager - 2000
 *Daly City, California - Assistant City Manager - 1995
 Danville, Virginia - City Manager - 1999
 Davie, Florida - Town Administrator - 1999
 Dayton, Ohio – Assistant City Manager for Operations - 2007
 Dayton, Ohio – Assistant City Manager for Strategic Development - 2007
 Dayton, Ohio - City Manager - 2006
 Daytona Beach, Florida - City Manager - 2002
 Decatur, Illinois - City Manager - 1987
 Deerfield Beach, Florida - City Manager - 1989
 DeKalb, Illinois - City Manager - 1998
 Delaware, Ohio - City Manager - 1998
 Delray Beach, Florida - City Manager - 1986
 Del Rio, Texas - City Manager (Limited scope search) - 1995
 Derby, Kansas - City Manager - 2001
 Dothan, Alabama - City Manager - 2002
 Downer’s Grove, Illinois - Village Manager - 2005
 Durham, North Carolina - City Manager – 2008
 Durham, North Carolina - City Manager - 2004
 East Point, Georgia - City Manager - 1999
 East Point, Georgia - City Manager - 1996
 Eau Claire, Wisconsin - City Manager - 2006
 Elkhart, Kansas - City Administrator (Limited scope search) - 2000
 Eloy, Arizona - City Manager - 2000
 El Paso, Texas - City Manager 2004
 El Reno, Oklahoma - City Manager - 2006
 Enid, Oklahoma - City Manager - 1997
 *Encinitas, California - City Manager - 1999
 Eugene, Oregon - Assistant City Manager (Technology Agent) – 1973
 Eustis, Florida – City Manager - 2007
 Evanston, Illinois - Assistant City Manager (Technology Agent) - 1973
 Evanston, Illinois - City Manager - 1996

Fairmont, Minnesota - City Administrator - 1988
 Federal Heights, Colorado - City Manager – 2007
 Federal Heights, Colorado - City Manager – 2004
 Federal Way, Washington - City Manager - 1999
 Flint, Michigan - City Administrator - 2001
 Florence, South Carolina - City Manager - 1996
 Fort Lauderdale, Florida - City Manager - 1998
 Fort Smith, Arkansas - City Administrator - 2006
 Fountain Hills, Arizona - Town Manager - 2002
 Frankfort, Kentucky - City Manager - 2003
 Franklin Village, Michigan - Village Administrator - 1998
 Gainesville, Florida - City Manager - 1995
 Gainesville, Florida - City Manager - 2005
 Galesburg, Illinois - City Manager – 2006
 Gastonia, North Carolina – City Manager - 2007
 Glen Ellyn, Illinois - Village Manager - 2006
 Glen Ellyn, Illinois - Village Manager - 2008
 Glencoe, Illinois - Village Manager - 2000
 Glendale, Arizona - Deputy City Manager (2 Positions) - 2004
 Glenview, Illinois - Village Manager – 2004
 Goldsboro, North Carolina - City Manager – 2004
 Goodyear, Arizona – City Manager – 2008
 Grand Island, Nebraska – City Administrator - 2007
 Grand Ledge, Michigan - City Administrator - 1999
 Granville, Ohio - Village Manager - 2005
 Greeley, Colorado - Deputy City Manager - 2006
 Green Cove Springs, Florida - City Manager (Limited scope search) - 1997
 *Greenfield, California - City Manager - 1998
 Greensboro, North Carolina - Assistant City Manager (Limited scope search) - 1996
 Gulfport, Florida - City Manager - 2003
 Gulfport, Florida - City Manager – 1989
 GVR Metropolitan District Green Valley Ranch, Denver, Colorado – District Manager – 2008
 Hampton, Virginia – City Manager - 2009
 Hampton, Virginia - Assistant City Manager (Technology Agent) - 1973
 Hampton, Virginia - City Manager - 1984
 *Healdsburg, California - City Manager - 1995
 Highland Park, Michigan - Interim City Manager - 2002-2003
 High Point, North Carolina - Assistant City Manager (Technology Agent) - 1973
 Howell, Michigan - Deputy City Manager for Financial Services - 2004
 Huber Heights, Ohio - City Manager - 2000
 Hudson, Ohio - City Manager - 1997
 Independence, Missouri - Assistant City Manager (Technology Agent) - 1973
 Indian Rocks Beach, Florida - City Manager (Limited scope search) - 1997
 Indian Rocks Beach, Florida - Interim City Manager (Assist) – 2005
 Indian Trail, North Carolina – Town Manager – 2009
 Jackson, Michigan - City Manager - 1996
 Jackson, Michigan - City Manager – 2004
 Jackson County, Missouri – Deputy Chief Administrative Officer - 2007
 Jacksonville, North Carolina – Assistant City Manager - 2006
 Jacksonville, North Carolina - City Manager - 2005
 Jacksonville, North Carolina - City Manager - 1998
 Jersey City, New Jersey - Assistant Business Manager (Technology Agent) – 1973
 Johns Creek, Georgia – City Manager - 2006
 Johnson City, Tennessee - City Manager - 2005

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Joplin, Missouri - City Manager - 2004
 Kent, Ohio - City Manager - 2005
 Kent, Ohio - City Manager - 1997
 Kettering, Ohio - Assistant City Manager (Technology Agent) - 1973
 Kingsport, Tennessee - City Manager - 1999
 Lakeland, Florida - City Manager - 2003
 Lakeland, Florida - Assistant to the City Manager - 2004
 *Lakeport, California - City Manager - 2001
 Laurinburg, North Carolina - City Manager - 1999
 Lapeer, Michigan - City Manager - 2002
 League City, Texas - City Administrator - 2004
 Lee's Summit, Missouri - City Manager - 2008
 League City, Texas - City Manager - 2010
 Liberty, Texas - City Manager - 2007
 *Livermore, California - City Manager - 2000
 *Livermore, California - Assistant City Manager - 2001
 Longboat Key, Florida - Town Manager - 1993
 Longboat Key, Florida - Town Manager - 1997
 Longboat Key, Florida - Assistant Town Manager - 1996
 *Los Altos, California - City Manager - 1998
 Los Angeles, California - Chief Legislative Analyst - 2005
 Louisville, Ohio - City Manager - 2001
 Lower Merion Township, Pennsylvania - Assistant City Manager (Technology Agent) - 1973
 Manistee, Michigan - City Manager - 2001
 Marco Island, Florida - City Manager - 2008
 Martinsville, Virginia - City Manager - 2004
 Mason, Ohio - City Manager - 2006
 Matthews, North Carolina - Town Manager - 2002
 McAlester, Oklahoma - City Manager - 2006
 McKinney, Texas - Assistant City Manager - 2006
 Melbourne, Florida - City Manager - 2002
 Middletown, Ohio - City Manager - 1984
 Middletown, Pennsylvania - Borough Manager - 2001
 *Mill Valley, California - City Manager - 1999
 Minneapolis, Minnesota - Assistant City Coordinator (Technology Agent) - 1973
 Minnetonka, Minnesota - City Manager - 2000
 Minster, Ohio - Village Administrator - 1986
 Monmouth, Illinois - City Administrator - 2007
 Monroe, Michigan - City Manager - 1992
 Montgomery, Illinois - Village Manager - 2000
 *Morgan Hill, California - City Manager - 1996
 Mound, Minnesota - City Manager - 2000
 Mount Holly, North Carolina - City Manager - 2007
 Muscatine, Iowa - City Manager - 2009
 Naples, Florida - City Manager - 2007
 Naples, Florida - City Manager - 2003
 Negaunee, Michigan - City Manager - 2004
 Newport News, Virginia - City Manager - 2005
 Norfolk, Virginia - City Manager - 1999
 North Miami, Florida - City Manager - 2002
 Northglenn, Colorado - City Manager - 2001
 Northville Township, Michigan - Township Administrator - 1999
 North Myrtle Beach, South Carolina - City Manager - 2010
 North Myrtle Beach, South Carolina - City Manager - 2003

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North Myrtle Beach, South Carolina - City Manager - 1997
 North Port, Florida - Assistant City Manager (Limited scope search) - 2003
 North Port, Florida - Assistant City Manager (Limited scope search) - 2002
 *Novato, California - Assistant City Manager - 2002
 Oak Ridge, Tennessee - City Manager - 2010
 Oak Ridge, Tennessee - City Manager - 2003
 Oklahoma City, Oklahoma - Assistant City Manager (Technology Agent) - 1973
 Oklahoma City, Oklahoma - City Manager - 1986
 Orange County, North Carolina - County Manager - 2009
 Orlando, Florida - Chief Administrative Officer - 2005
 Oxford, Ohio - City Manager - 2007
 *Oxnard, California - City Manager - 1997
 Parker, Colorado - Town Administrator - 2005
 Pasadena, California - Assistant City Manager (Technology Agent) - 1973
 Payson, Arizona - Town Manager - 2002
 Peoria, Illinois - City Manager - 2009
 *Petaluma, California - City Manager - 1996
 Petoskey, Michigan - City Manager - 2009
 Phoenix, Arizona - City Manager - 1989
 Piqua, Ohio - City Manager - 2005
 Plainview, Texas - City Manager - 2003
 Pompano Beach, Florida - City Manager - 2009
 Ponce Inlet, Florida - Town Manager - 2001
 Port Huron, Michigan - City Manager - 1997
 Portsmouth, Virginia - City Manager - 2000
 Powder Springs, Georgia - City Manager - 2006
 Prairie Village, Kansas - City Administrator - 2007
 Pueblo, Colorado - Assistant City Manager (Technology Agent) - 1973
 Punta Gorda, Florida - City Manager - 1995
 Punta Gorda, Florida - City Manager - 1998
 Punta Gorda, Florida - City Manager - 2004
 Raleigh, North Carolina - Assistant to the City Manager - 1971
 Raleigh, North Carolina - City Manager - 2000
 Reading, Pennsylvania - Managing Director - 2003
 *Reno, Nevada - City Manager 1995
 Richland, Washington - City Manager - 1998
 Richland, Washington - City Manager (Limited scope search) - 2000
 Richland, Washington - City Manager - 2007
 Richmond, Michigan - City Manager - 1998
 Richmond, Virginia - Chief Administrative Officer - 2009
 Rio Rancho, New Mexico - City Administrator - 2003
 Roanoke, Virginia - City Manager - 1999
 Rock Hill, South Carolina - City Manager - 2001
 Rock Hill, South Carolina - City Manager - 1993
 Rockville, Maryland - City Manager - 1998
 Sandy Springs, Georgia - City Manager - 2005
 St. Pete Beach, Florida - City Manager - 2001
 St. Petersburg, Florida - Assistant City Manager (Technology Agent) - 1973
 St. Petersburg, Florida - Deputy City Manager Public Works - 1988
 San Diego, California - Deputy City Manager - 1988
 *San Diego, California - Assistant City Manager - 2000
 San Jose, California - Assistant City Manager (Technology Agent) - 1973
 *San Rafael, California - City Manager - 1996
 *Santa Rosa, California - City Manager - 2000

***Proposal for the City of Pittsburg for Executive Recruitment Services
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Sarasota, Florida - City Manager - 2007
 Sarasota, Florida - City Manager - 1986
 *Saratoga, California - City Manager - 1997
 Saratoga, California - City Manager - 2000
 Savannah, Georgia - City Manager - 1994
 Sioux City, Iowa - Assistant City Manager (Technology Agent) - 1973
 Snellville, Georgia - City Manager - 2008
 *Solana Beach, California - City Manager - 2002
 South Brunswick Township, New Jersey - Township Administrator - 1987
 South Haven, Michigan - City Manager - 1999
 Southlake, Texas - Assistant City Manager - 2005
 South Miami, Florida - City Manager - 2010
 South Miami, Florida - City Manager - 2003
 Southfield, Michigan - City Administrator - 1999
 Sparks, Nevada - City Manager - 1989
 Spartanburg, South Carolina - City Manager - 1984
 Spartanburg, South Carolina - City Manager - 1995
 Spartanburg, South Carolina - City Manager - 2001
 Suffolk, Virginia - City Manager - 2002
 Sun N" Lake Sebring Improvement District, Florida - General Manager - 2006
 Sun N" Lake Sebring Improvement District, Florida - General Manager - 2004
 Sun N" Lake Sebring Improvement District, Florida - General Manager - 2002
 Sunrise, Florida - City Manager - 1989
 Superior, Colorado - Town Manager - 2006
 Swartz Creek, Michigan - City Manager - 2000
 Takoma Park, Maryland - City Manager - 2004
 Talladega, Alabama - City Manager - 2003
 Talladega, Alabama - City Manager - 2008
 Tallahassee, Florida - City Manager - 1994
 Temple, Texas, City Manager - 2004
 *The Sea Ranch - Community Manager - 2002
 *Tiburon, California - City Manager - 2000
 Tifton, Georgia - City Manager - 2007
 Tifton, Georgia - City Manager - 1996
 Tipp City, Ohio - City Manager - 2008
 Topeka, Kansas - Assistant to the Mayor (Technology Agent) - 1973
 Topeka, Kansas - Chief Administrative Officer - 2002
 *Tracy, California - Deputy City Manager - 1999
 Traverse City, Michigan - City Manager - 1987
 Treasure Island, Florida - City Manager - 2004
 Treasure Island, Florida - City Manager - 1996
 Trophy Club, Texas - Town Manager - 2010
 Tucson, Arizona - City Manager - 2004
 Tucson, Arizona - Assistant City Manager (Technology Agent) - 1973
 *Union City, California - City Manager - 1995
 Union City, Georgia - City Administrator - 2007
 University City, Missouri - City Manager - 2005
 Vero Beach, Florida - City Manager - 2004
 Virginia Beach, Virginia - City Manager - 1991
 Virginia Beach, Virginia - Deputy City Manager - 1987
 West Hartford, Connecticut - Assistant City Manager (Technology Agent) - 1973
 Westminster, Colorado - City Manager - 2000
 Westminster, Maryland - City Administrator - 2006
 West Palm Beach, Florida - City Manager - 1988

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Westerville, Ohio – City Manager - 2007
White House, Tennessee - City Administrator - 2005
Wichita Falls, Texas - City Manager - 2005
Wilmington, North Carolina - City Manager - 2002
Wilmington, North Carolina - Deputy City Manager - 2003
Wilson, North Carolina - City Manager - 2004
Winter Haven, Florida - City Manager - 1986
Winter Haven, Florida - City Manager - 2001
Worcester, Massachusetts - Assistant City Manager (Technology Agent) – 1973
Woodstock, Georgia – City Manager - 2008
Worcester, Massachusetts - City Manager - 1993
Worthington, Minnesota - City Manager – 1988
Worthington, Ohio - City Manager - 2007
Wylie, Texas - City Manager - 2004
York, Pennsylvania - Business Administrator & Assistant Solicitor – 2000



COMMUNITY DEVELOPMENT
PITTSBURG PUBLIC HOUSING
603 N. PINE · Pittsburg KS 66762

(620) 232-1210

www.pittks.org

FAX: (620) 232-1210

INTEROFFICE MEMORANDUM

To: JOHN VANGORDEN, JON GARRISON, TAMMY NAGEL
From: DEENA HALLACY
CC:
Date: NOVEMBER 2, 2011
Subject: *AGENDA ITEM: HOME PROGRAM GRANT AGREEMENT
WITH THE STATE OF KANSAS*

The City of Pittsburg applied for a grant to the Kansas Housing Resource Corporation through the partnership with Southeast Kansas Regional Planning Commission for the amount of \$400,000. The purpose of the grant was for the purpose of rehabilitation of owner-occupied structures in the City of Pittsburg targeting low-moderate income families.

The City has been awarded a grant in the amount of \$231,000; \$220,000 for project costs and \$11,000 in administration. We have agreed to allow Southeast Kansas Regional Planning Commission to administer the grant for the amount of administration funds allowed by the State of Kansas through this grant. The local match funds will be \$55,000 coming from other non-federal funds through tax rebates as applicable.

Please place this item on the agenda for November 8th for review and approval by the City Commission to have the Mayor sign all appropriate documents to send back to the State of Kansas.

KANSAS HOUSING
RESOURCES CORPORATION

October 31, 2011

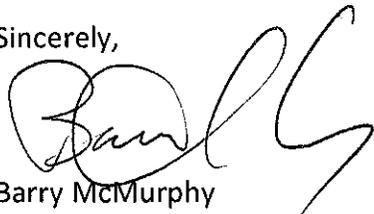
Deena Hallacy
City of Pittsburg
603 N. Pine
Pittsburg, KS 66762

Dear Deena,

Enclosed are two (2) copies of the 2011 Homeowner Rehab Grant Agreement for the City of Pittsburg (HR10-0102). Please have the appropriate local official execute both copies and return them to KHRC

When we receive the signed agreements, they will be signed by KHRC's Executive Director, and an executed copy will be returned to the grantee.

Sincerely,



Barry McMurphy
Homeowner Rehab Program Manager

**HOME INVESTMENT PARTNERSHIPS PROGRAM
STATE OF KANSAS
GRANT AGREEMENT NO. HR10-0102**

between the

**KANSAS HOUSING RESOURCES CORPORATION
and the
CITY OF PITTSBURG, KANSAS**

I. Grant Agreement

- A. This Grant Agreement, hereinafter called "Agreement" is between the Kansas Housing Resources Corporation, organized pursuant to K.S.A. 74-8904(v), hereinafter called "Corporation" and the City of Pittsburg, Kansas, hereinafter called the "Grantee." This Agreement consists of the body and the following attachment, which is incorporated herein:

Attachment A – PROJECT BUDGET
Attachment B – CONTRACTURAL PROVISIONS
Attachment C – STATEMENT OF CERTIFICATIONS

- B. Together they embody the entire Agreement between the Corporation and Grantee with the respect to this grant program. All prior agreements, representations, statements, negotiations, and understandings with respect to this program are superseded hereby.

II. Authority

- A. This Agreement is financed in part through a grant provided to the Corporation by the United States Department of Housing and Urban Development (HUD) under Title II of the National Affordable Housing Act of 1990, hereinafter called "the Federal Act." As provided in the Federal Act, the State of Kansas, through the Corporation has elected to administer the federal program of HOME Investment Partnerships Program, hereinafter called "HOME."
- B. The Corporation, in accordance with provisions of K.S.A. 74-50001 et seq., hereinafter called "the State Act," has approved the application of the Grantee and awarded funds for the purpose of supporting the Grantee's HOME Program.
- C. In the event of changes in any applicable Federal regulations and/or law, this Agreement shall be deemed to be amended when required to comply with any law so amended.

III. Description of Activities

Grantee agrees to perform, or cause to be performed, the work specified in PROJECT BUDGET (Attachment A) for the rehabilitation of existing single-family residential homeowner-occupied property in compliance with all applicable federal requirements of 24 CFR Part 92 and all State and Corporation homeowner rehabilitation program requirements and procedures.

IV. Period of Performance, Commitment and Completion

- A. The period of performance for all activities assisted by this Agreement shall commence on **December 1, 2011**, hereinafter called the "Commencement Date," and shall be complete **November 30, 2014**, hereinafter called the "Completion Date," including those activities required for closeout.
- B. All funds must be committed to specific homeowner-occupied housing rehabilitation projects according to the HOME Rule (placed under individual legally binding job contracts) by **November 30, 2013**, hereinafter called the "Commitment Date".

V. Funding

- A. In consideration of the Grantee's satisfactory performance of the work required under this Agreement and the Grantee's compliance with the terms of this Agreement, the Corporation shall provide the Grantee the total of **\$220,000** in HOME funds for project costs. In addition, administration funds of 5 percent (**up to \$11,000**) of the project costs will be provided. All such funds shall be used by the Grantee in accordance with the activities listed and budgeted on the PROJECT BUDGET (Attachment A).
- B. It is expressly understood and agreed that in no event will the total program funds provided by the Corporation exceed the sum of **\$231,000**. Any additional funds required to complete the program activities set forth in this Agreement will be the responsibility of the Grantee.
- C. In addition, the Grantee shall provide **\$55,000** in eligible non-federal matching funds per 24CFR 92.220, and such funds shall be used by Grantee in accordance with the activities listed and budgeted on the PROJECT BUDGET (Attachment A).
- D. The Grantee understands that this Agreement is funded in whole or in part by federal funds. In the unlikely event the federal funds supporting this Agreement become unavailable or are reduced, the Corporation may terminate or amend this Agreement and will not be obligated to pay the Grantee from Corporation or State funds.
- E. The Grantee shall not anticipate future funding from the Corporation beyond the duration of this Agreement and in no event shall this Agreement be construed as a commitment by the Corporation to expend funds beyond the termination of this Agreement.

VI. Indemnification

The Grantee shall indemnify, defend, and hold harmless the Corporation, State and its officers and employees from any liabilities, claims, suits, judgments, and damages arising as a result of the performance or nonperformance of the obligations under this Agreement by the Grantee or any subgrantee, contractor, subcontractor, or person. The liability of the Grantee under this Agreement shall continue after the termination of the Agreement with respect to any liabilities, claims, suits, judgments, and damages resulting from acts or omissions occurring prior to termination of this Agreement. Grantees liability to indemnify the State and its officers and employees shall include liability arising from lead-based paint regulations in 24 CFR Part 35.

VII. Obligations of Grantee

- A. All of the activities required by this Agreement shall be performed by personnel of the Grantee or by third parties (subgrantees, contractors, or subcontractor) under the direct supervision of the Grantee and in accordance with the terms of written contracts.
- B. The Grantee shall remain fully obligated and liable under the provisions of this Agreement, the statutes and regulations of the Home Investment Partnership Program (HOME) at 24 CFR Part 92, and other applicable federal and state laws, notwithstanding its designation of any third party or parties for the undertaking of part or all of the program being assisted under this grant.
- C. The Grantee shall require any third party to comply with all lawful requirements necessary to insure that the program is carried out in accordance with this Agreement.
- D. The Grantee shall adhere to the uniform administrative requirements of 24 CFR 92.505.
- E. The Grantee shall comply with the project requirements at 24 CFR 92.254, including, but not limited to:
 - 1. Documenting that the home is the principal residence of an owner whose household qualifies as low- income family at the time of project commitment, and
 - 2. Ensuring the estimated value of the property, after rehabilitation, does not exceed Purchase Price limits established by HUD, further defined at 24 CFR 92.254 (a)(2)(iii).
- F. The Grantee shall determine each household is income eligible by determining the family's annual income. The Grantee is to follow the Section 8 definition of "Annual Income" as defined at 24 CFR 5.609 (HOME regulation 24 CFR 92.203(b)(1) allows the value of the homeowner's principal residence to be excluded from the calculation of Net Family Assets). In determining income, the Grantee shall examine the source

documents evidencing annual income and assets (e.g., wage statement, interest statement, unemployment compensation statement, etc.) for the household.

- F. Housing rehabilitated by the Grantee must meet all applicable local codes, rehabilitation standards, ordinances, and zoning ordinances at the time of project completion. In the absence of local code, housing constructed must meet the 2003 editions of the International Building Code, International Residential Code, International Plumbing Code, and the International Mechanical Code.

All housing rehabilitated must further meet the Housing Quality Standard stated at 24 CFR 982.401, KHRC HQS Variances, and KHRC Rehabilitation Standards.

- G. The Grantee will comply with the lead-based paint provisions at 24 CFR Part 35 and at 24 CFR 92.355, and Title X. Compliance will include all activities required by these regulations. The Grantee also agrees to document each household file with regard to these provisions, and action(s) taken if required. A copy of the current HUD Lead-Based Paint Certification, Lead Evaluations, Clearances and notices will be retained in the file of each household assisted with HOME funds under this contract.

VIII. Program Costs

- A. The Grantee shall not incur costs on any program activity until the Environmental Review required by 24 CFR 58 has been completed and the Corporation has issued the "Notice of Release of Funds."
- B. Any program activities performed by the Grantee in the period between notification of award and execution of this Agreement shall be performed at the sole risk of the Grantee. In the event this Agreement is not duly executed by the Grantee, the Corporation shall be under no obligation to pay the Grantee for any costs incurred or monies spent in conjunction with program activities, or to otherwise pay for any activities performed during such period.
- C. At any time during the period of performance under this Agreement, the Corporation may review all Program Costs incurred by the Grantee and all payments made to date. Upon such review the Corporation shall disallow any items of expense that are not determined to be allowable or are determined to be in excess of approved expenditures; and shall, by written notice specifying the disallowed expenditures, inform the Grantee of any such disallowance.

IX. Drawdown of Grant Funds

- A. The Grantee shall be entitled to drawdown funds at the time the funds are actually needed for payment, in accordance with 24 CFR 92.502. Funds are to be drawn for immediate cash needs, on a reimbursement basis only, as required in U.S. Department of Treasury Circular 1075.

- B. The Grantee shall establish procedures to insure that any funds set forth in (A) above shall be expended within fifteen (15) days of receipt of the funds in the depository account.

X. Depositories for Program Funds

- A. The Grantee shall establish, or have established, an account in a local financial institution for the receipt, deposit, and disbursement of HOME Program funds.
- B. The local account shall also be used for the deposit and disbursement of repayments of HOME funds.

XI. Financial Management

- A. Grantees shall establish and maintain a system which assures effective control over and accountability for all funds used in the HOME Program, and follow the requirements of 24 CFR 85.20 and OMB Circular A-87.
- B. By signing this Agreement, grantees certify to the Corporation in writing, prior to making the first drawdown of funds that the system proposed for use shall meet the following standards:
 - 1. Maintenance of separate accounting records and source documentation for the HOME Program;
 - 2. Provision for accurate, current, and complete disclosure of the financial status of the Program;
 - 3. Establishment of records of budgets and expenditures for each approved activity;
 - 4. Demonstration of the sequence and status of receipts, obligations, disbursements and fund balance;
 - 5. Provision of financial status reports in the form specified by the Corporation.
 - 6. Compliance with the Corporation's audit requirements (OMB Circular A-133); and
 - 7. Consistency with generally accepted accounting principles as specified by the Kansas Department of Administration, 24 CFR 85.20, and OMB Circular A-87.
- C. Grantees shall transfer to the Corporation any HOME funds on hand at the time of expiration of this Agreement, and any accounts receivable attributable to the use of HOME funds, as required in 24 CFR 92.504.

XII. Program Income

The Grantee shall return to the State any repayment, interest, and any other return on the investment of HOME funds to be used for additional eligible activities under this Agreement or, if this Agreement has not expired, use on HOME-eligible activities only.

XIII. Recordkeeping

The Grantee shall establish and maintain sufficient records to enable the Corporation to determine whether the Grantee has met the requirements of the HOME Program. The Grantee shall follow the guidelines in 24 CFR 92.508.

XIV. Monitoring and Reporting

- A. The Grantee shall continuously monitor the activities of the HOME Program, including those of contractors and subcontractors, to assure that all program requirements are being met. The Grantee shall establish and maintain a standard procedure for internal monitoring.
- B. The Grantee shall submit quarterly Progress and Financial Reports to the Corporation. The reporting periods consist of October/November/December, January/February/March, April/May/June, and July/August/September. Quarterly Progress and Financial Reports are to be submitted to the Corporation on or before ten (10) days after the end of each quarter (April 10, July 10, October 10, and January 10). A quarterly Progress and Financial Report shall be submitted for each quarter, or portion thereof, during the Period of Performance as provided in Section IV. A final close-out report will also be required of the Grantee.
- C. From time to time, as requested in writing by the Corporation, the Grantee shall submit such data and other information as the Corporation may require.
- D. Failure to report as required or respond to requests for data or information in a timely manner shall be grounds for suspension or termination of the Grant at the discretion of the Corporation.

XV. Procurement Procedures

- A. The Grantee shall use established procurement procedures, which reflect applicable State and local law and regulations and the Corporation's Procedures for the establishment of procurement systems including federal requirements at 24 CFR 85.36.
- B. These standards do not relieve the Grantee of any contractual responsibilities under its contracts. The Grantee is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements entered into support of a grant. These include but are not limited to source evaluation, protests, disputes, and claims.

- C. The Grantee shall abide by requirements concerning debarment and suspension on procurement procedures.
- D. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701 u., and Sec. 7 (d), Department of HUD Act, 42 U.S.C. 3535 (d) is applicable when a Grantee receives assistance in excess of \$200,000. Further, any subsequent contract or subcontract that exceeds \$100,000 is also subject to Section 3. In the event the HOME allocation in Section V of this Agreement exceeds \$200,000, the Grantee shall comply with all Section 3 requirements, including, but not limited to:
- i. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - ii. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
 - iii. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - iv. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
 - v. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

- vi. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- vii. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

XVI. Program Closeout

- A. Program closeout is the process by which the Corporation determines that all applicable actions and all required work of the program including audit and resolution of audit findings have been completed or that there are no additional benefits likely to occur by continuation of program activities or costs. All findings from any Corporation monitoring must be cleared prior to closeout.
- B. Within 60 days of the final draw, for each project within the Grantee program, the appropriate project completion report must be submitted to the Corporation.
- C. Program closeout will occur when all grantee projects are closed, when the Final report is received within 60 days of the final drawdown, when audits for the appropriate time periods have been conducted, and when the audit reports have been submitted and accepted by the Corporation.

XVII. Termination for Convenience

- A. The Corporation or Grantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the program would not produce beneficial results commensurate with further expenditure of funds.
- B. The two parties shall agree upon the termination conditions, including the effective date and in the case of partial terminations, the portion to be terminated.
- C. If a project or activity is terminated before its completion, an amount equal to the HOME funds disbursed for the project must be paid by the Grantee to the HOME Investment Trust Fund. Such Funds are due within 30 days of the date of project cancellation. Such funds shall be returned to HUD in compliance with HUD Notice CPD 92-18, issued June 9, 1992.

XVIII. Suspension or Termination-for Cause

- A. The Corporation may suspend the grant, in whole or in part, at any time during the Grant Period, and upon reasonable notice to the Grantee withhold further payments or prohibit the Grantee from incurring additional obligations of grant funds when it is determined that the Grantee has failed to comply with the conditions of this Agreement. This will be done pending corrective action by the Grantee or a decision by the Corporation to terminate the grant.
- B. The Corporation, after reasonable notice following procedures pursuant to Section XVIII (A) of this Agreement, may terminate the grant, in whole or in part, at any time during the Grant Period when it is determined that the Grantee has failed to comply with the conditions of this Agreement. The Corporation shall promptly notify the Grantee in writing, of the determination and the reasons for the termination, together with the effective date.

XIX. Audit Requirements

- A. The Grantee shall arrange for the performance of annual financial and compliance audits of the grant project. All audits must be performed by an independent qualified auditor. The audit period is identical with the Grantee's regular fiscal year. The audit(s) will be conducted in accordance with the requirements set forth in the U.S. Single Audit Act of 1984 and Office of Management and Budget (OMB) Circular A-133.
 - 1. If the Grantee receives \$500,000 or more of total federal financial assistance from all sources (not just this grant) during the local fiscal year, an A-133 is required. An A-133 covers the Grantee's entire operation, not just this grant project.
 - 2. If the Grantee receives more than \$25,000 but less than \$500,000 of total federal financial assistance during the local fiscal year, the grantee has the option of either an A-133, or a grant-specific audit conducted on a fiscal year basis, as required in 24 CFR parts 44 and 45, as applicable. The grant-specific audit must include a schedule of Federal Financial Assistance.
- B. Grantees are required to submit one copy of a fiscal year audit report covering the program. The audit reports shall be sent within 30 days after the completion of the audit, but no later than one year after the end of the audit period unless agreed to by the Corporation.
- C. If any expenditure is disallowed as a result of the Final Audit Report, the obligation for reimbursement to the U.S. Treasury shall rest with the Grantee.

XX. Retention of and Access to Records

- A. Financial records, supporting documents, statistical records, and all other records pertinent to this program shall be retained in accordance with the Corporation's Procedures and in accordance with 24 CFR 85.42 and 24 CFR 92.508.

- B. Authorized representatives of the Corporation, the Division of Legislative Post Audit, the Secretary of HUD, the Inspector General of the United States, or the U.S. General Accounting Office shall have access to all books, accounts, reports, files, papers, things, or property belonging to, or in use by, the Grantee pertaining to the administration of these grants and receipt of assistance under the HOME Program as may be necessary to make audits, examinations, excerpts, and transcripts.
- C. Any contract or agreement entered into by the Grantee shall contain language comparable to subsection (B) so as to assure access by authorized parties to the pertinent records of any subgrantee, contractor, or subcontractor.

XXI. Conflict of Interest

- A. In the procurement of supplies, equipment, construction, and services by Grantees and subgrantees, the conflict of interest provisions, Attachment O of OMB Circular A-110 and 24 CFR 85.36, respectively, shall apply. In all cases not governed by the provisions of said circular and regulation, the provisions of subsection (B) and 24 CFR 92.356 shall apply.
- B. No member of the Governing Body, officers or employee of the Grantee, or its designees or agents, or any other person who exercises any functions or responsibilities with respect to the program assisted by this Agreement during his tenure or for one year thereafter, shall have any direct interest in any contract or subcontract, or the proceeds thereof, for the work to be performed in connection with the program.
- C. The Grantee shall incorporate, or cause to be incorporated, in all third party agreements, a provision prohibiting such interest pursuant to the purpose of this Section.
- D. The Grantee shall not employ, nor shall permit any third party to employ any employee of the Corporation.

XXII. Equal Opportunity and Fair Housing

In addition to all equal opportunity provisions and the Assurances incorporated by the reference herein, the Grantee agrees to comply with all the requirements of the Kansas Acts Against Discrimination relating to fair housing and employment practices, to the extent applicable and shall cause the foregoing provision to be inserted in all contracts with third parties for any work covered by this Agreement so that such provisions will be binding upon such third parties. Grantee will conduct and administer the grant in conformity with the Civil Rights Act of 1968 (the Fair Housing Act) and with the requirements of 24 CFR 92.350. Grant monitoring will include review of the grantee's written plan to identify and affirmatively market the program to potentially underserved local populations, including but not limited to minorities, non-English language speakers, and people with disabilities.

XXIII. Lobbying

The undersigned certifies, to the best of his or her knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

XXIV. Waiver of Enforcement

No waiver by the Corporation of the right to enforce any provision of this Agreement shall be deemed a waiver of the right to enforce each and all the provisions hereof.

XXV. Revisions and Amendments and Approvals

- A. Any changes to this Agreement shall constitute an amendment.
- B. The Grantee shall notify the Corporation if, through the use of other funds, there is an intention to reduce or otherwise diminish, expand, enhance, or add to the scope of the program, covered by the Agreement, or there is a proposal to undertake activities that will have an impact upon the buildings, areas, or activities of this program. The Corporation reserves the right to require an amendment to this Agreement if such is deemed necessary.

- C. Amendments of the terms of this Agreement shall not become effective unless reduced to writing, numbered, and signed by the duly authorized representatives of the Corporation and the Grantee.

XXVI. Contractual Provisions Attachment

The provisions found in Contractual Provisions Attachment, which is attached hereto, are hereby incorporated in this contract and made a part thereof.

XXVII. Statement of Assurances & Certifications Attachment

The provisions found in Statement of Assurances & Certifications, which is attached hereto, are hereby incorporated in this contract and made a part thereof.

Dated by the Corporation this _____ day of _____, 20_____.

KANSAS HOUSING RESOURCES CORPORATION, organized pursuant to K.S.A. 74-8904(v)

By: _____

Dennis L. Mesa, Executive Director

State of Kansas)

) ss.

County of Shawnee)

Subscribed and sworn to before me on this _____ day of _____, 20_____.

Notary Public

CITY OF PITTSBURG, KANSAS

By: _____

Print Name and Title: **MARTY BEEZLEY, MAYOR**

Authorizing Official for Grantee

State of Kansas)

) ss.

County of **CRAWFORD**

Subscribed and sworn to before me on this **8th** day of **November**, **2011**

TAMMY NAGEL

Notary Public

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The provisions found in Contractual Provisions Attachment (form DA-146a), which is attached hereto, are hereby incorporated in this contract and made a part hereof".

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof.

1. TERMS HEREIN CONTROLLING PROVISIONS

It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.

2. AGREEMENT WITH KANSAS LAW

All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.

3. TERMINATION DUE TO LACK OF FUNDING APPROPRIATION

If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

4. DISCLAIMER OF LIABILITY

Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).

5. ANTI-DISCRIMINATION CLAUSE

The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase 'equal opportunity employer'; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be canceled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of the ADA, such violation shall constitute a breach of contract and the contract may be canceled, terminated or suspended, in whole or in part, by the contracting, state agency or the Kansas Department of Administration.

Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. ACCEPTANCE OF CONTRACT

This contract shall not be considered accepted, approved or other-wise effective until the statutorily required approvals and certifications have been given.

7. ARBITRATION, DAMAGES, WARRANTIES

Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

8. REPRESENTATIVE'S AUTHORITY TO CONTRACT

By signing this document, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this document on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

9. RESPONSIBILITY FOR TAXES

The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. INSURANCE

The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a 'self-insurance' fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.

11. INFORMATION

No provisions of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 *et seq.*

STATEMENT OF ASSURANCES & CERTIFICATIONS

The grantee hereby assures and certifies with respect to the grant that:

1. It possesses legal authority to make application and to execute a housing program.
2. Its governing body has duly adopted or passed as an official act, a resolution, motion or similar action authorizing the person identified as the official representative of the grantee to submit the final statement, all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the grantee to act in connection with the submission of the final statement, and to provide such additional information as may be required.
3. That prior to submission of its application to the KHRC, the grantee has met the citizen participation requirements, prepared its application and projected use of funds, and made the application available to the public, as required by Section 104(a)(2) of the Housing and Community Development Act of 1974, as amended, and implemented at 24 CFR 570.486.
4. It has developed its final statement (application) of projected use of funds so as to give maximum feasible priority to activities that benefit low-income families.
5. Its chief executive officer or other officer of the grantee approved by the KHRC:
 - a. Consents to assume the status of a responsible federal official under the National Environmental Policy Act of 1969 and other provisions of federal law as specified in 24 CFR 58.1(a); and
 - b. Is authorized and consents on behalf of the grantee and himself/herself to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibilities as such an official.
6. The funding will be conducted and administered in compliance with:
 - a. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), and implementing regulations issued at 24 CFR Part I;
 - b. Fair Housing Amendments Act of 1988, as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing; and will take action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provisions of brokerage service. Title VII and Executive Order 11063 requirements apply to all recipients, regardless of community size and/or racial/ethnic characteristics. The fair housing provisions apply to the community as a whole and pertain to the sale or rent of housing, the financing of housing, and the provision of brokerage services. *MEANINGFUL STEPS TO FURTHER FAIR HOUSING MUST BE TAKEN.* Such steps must be documented and will be monitored by the KHRC;
 - c. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.602);
 - d. Section 3 of the Housing and Urban Development Act of 1968, as amended, and implementing regulations at 24 CFR Part 135;

- e. Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;
 - f. Executive Order 11063, as amended by Executive Order 12259, and implementing regulations at 24 CFR Part 107;
 - g. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended and implementing regulations when published for effect;
 - h. The Age Discrimination Act of 1975, as amended, (Pub. L. 94-135), and implementing regulations when published for effect;
 - i. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended and the implementing regulations at 24 CFR 570.488;
 - j. Anti-displacement and relocations plan requirement of Section 104(d) of Title I, Housing and Community Development Act of 1974, as amended;
 - k. Relocation payment requirements of Section 105(a)(11) of Title I, Housing and Community Development Act of 1974, as amended;
 - l. The labor standards requirements as set forth in 24 CFR 92.354 and HUD regulations issued to implement such requirements;
 - m. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution;
 - n. The regulations, policies, guidelines, and requirements of OMB Circular Nos. A-87, A-128, and A-133 as they relate to the acceptance and use of federal funds under this federally assisted program; and
 - o. The American Disabilities Act (ADA) (P.L. 101-336; 42 U.S.C. 12101) provides disabled people access to employment, public accommodations, public services, transportation and telecommunications.
7. The conflict of interest provisions of 24 CFR 92.356 apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or subrecipients which are receiving funds. None of these persons may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter, and that it shall incorporate or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this certification.
8. It will comply with the provisions of the Hatch Act that limits the political activity of employees.

9. It will give the state, HUD, and the Comptroller General or any authorized representative access to and the right to examine all records, books, papers, or documents related to the grant.
10. It will comply with the lead paint requirements of 24 CFR Part 35.
11. The local government will not attempt to recover any capital costs of public improvements assisted in whole or in part with HOME funds by assessing properties owned and occupied by low and moderate income persons unless:
 - a. HOME funds are used to pay the proportion of such assessment that related to non-HOME funding, or
 - b. The local government certifies to the state that for the purposes of assessing properties owned and occupied by low and moderate income persons who are not very low income, that the local government does not have sufficient HOME funds to comply with the provision of a. above.
12. It accepts the terms, conditions, selection criteria, and procedures established by this program description and that it waives any right it may have to challenge the legitimacy and the propriety of these terms, conditions, criteria, and procedures in the event that its application is not selected for HOME funding.
13. It will comply with the regulations, policies, guidelines, and requirements with respect to the acceptance and use of federal funds for this federally-assisted program.
14. It will comply with all parts of Title I of the Housing and Community Development Act of 1974, as amended, which have not been cited previously, as well as with other applicable laws.

The grantee hereby certifies it will comply with the above stated assurances.

Signature, Authorized Local Elected Official

MARTY BEEZLEY

Name (typed or printed)

MAYOR

Title

CITY OF PITTSBURG

Local Jurisdiction

8th November 2011

Date

INTEROFFICE MEMORANDUM

To: John D. VanGorden
Interim City Manager

From: William A. Beasley
Director of Public Works

Date: October 28th, 2011

Subject: Declaration of Surplus Equipment

Staff is requesting authorization to declare the following vehicle as surplus:
2001 Ford Crown Victoria (currently used at the airport)
VIN – 2FAFP71WX1X177617
Odometer – 118,828

Staff would further like to request authorization to dispose of the above vehicle by sealed bid. Proceeds from the sale of the surplus vehicle would be used to make repairs to another vehicle utilized by the airport.

Please place this item on the agenda for the November 5th, 2011, City Commission Meeting. Action needed is approval or disapproval of staff request to declare a 2001 Ford Crown Victoria as surplus and if approved, authorize staff to receive sealed bids for the disposal of the vehicle.

Please feel free to contact me if you have questions or require additional information.

VENDOR SET: 99 City of Pittsburg, KS
BANK: 80144 M&I Bank
DATE RANGE:10/19/2011 THRU 11/01/2011

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0154	BLUE CROSS & BLUE SHIELD	D	11/01/2011			000000		25,957.87
2519	EAGLE BEVERAGE CO INC	R	10/20/2011			166522		177.27
6776	SUPERIOR LEXUS NORTH	R	10/21/2011			166527		5,893.48
4263	COX COMMUNICATIONS	R	10/21/2011			166528		1,537.10
6420	ADAM HARRISON	R	10/21/2011			166531		44.38
1	MONTELONGO, URBANO	R	10/21/2011			166532		250.00
1962	RESERVE ACCOUNT	R	10/25/2011			166533		1,550.00
3516	CITY OF PITTSBURG	R	10/28/2011			166558		150.00
4263	COX COMMUNICATIONS	R	10/28/2011			166559		22.84
0787	KANSAS NAHRO	R	10/28/2011			166560		390.00
0094	M&I BANK	R	10/28/2011			166561		500.00
0175	REGISTER OF DEEDS	R	10/28/2011			166562		12.68
1	ROJO, COINTA	R	10/28/2011			166563		200.00
1	TEMAAT, JAY	R	10/28/2011			166564		75.00
1108	WESTAR ENERGY	R	10/28/2011			166565		34.78
6154	4 STATE MAINTENANCE SUPPLY INC	R	11/01/2011			166587		157.62
2004	AIRE MASTER	R	11/01/2011			166588		15.00
6601	ALLIED WASTE SERVICES	R	11/01/2011			166589		969.52
6595	AMAZON.COM	R	11/01/2011			166591		5,498.93
6751	AMERICAN RED CROSS	R	11/01/2011			166592		449.90
5966	BOBCAT OF SPRINGFIELD	R	11/01/2011			166593		568.96
6192	KATHLEEN CERNE	R	11/01/2011			166594		600.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6740	FELD FIRE	R	11/01/2011			166595		2,408.00
6781	MANHOLE ADJUSTABLE RISER CO	R	11/01/2011			166596		541.81
6241	MAX FIRE APPARATUS INC	R	11/01/2011			166597		1,469.19
6290	R-QUIP EQUIPMENT RENTAL	R	11/01/2011			166598		39.20
6783	ROCKMOUNT RESEARCH & ALLOYS IN	R	11/01/2011			166599		246.46
6571	ROUTE 66 ELECTRIC	R	11/01/2011			166600		195.00
6669	SALISBURY SUPPLY COMPANY	R	11/01/2011			166601		2,560.00
4052	TRAVELERS	R	11/01/2011			166602		2,583.00
2350	WCA WASTE SYSTEMS INC	R	11/01/2011			166603		655.55
0011	AMERICAN ELECTRIC INC	E	10/26/2011			999999		532.79
0026	STANDARD INSURANCE COMPANY	D	11/01/2011			999999		1,217.19
0039	BATTERY MART INC	E	10/26/2011			999999		117.21
0046	ETTINGERS OFFICE SUPPLY	E	10/26/2011			999999		1,120.02
0054	JOPLIN SUPPLY COMPANY	E	10/26/2011			999999		48.15
0055	JOHN'S SPORT CENTER	E	10/26/2011			999999		391.96
0063	LOCKE WHOLESALE SUPPLY	E	10/26/2011			999999		929.89
0065	KONE INC.	E	10/26/2011			999999		3,468.15
0073	K P & P INC	E	10/26/2011			999999		165.00
0078	SUPERIOR LINEN SERVICE	E	10/26/2011			999999		90.10
0083	WATER PRODUCTS INC	E	10/26/2011			999999		3,794.20
0084	INTERSTATE EXTERMINATOR, INC.	E	10/26/2011			999999		335.00
0087	FORMS ONE	E	10/26/2011			999999		112.40

VENDOR SET: 99 City of Pittsburg, KS
BANK: 80144 M&I Bank
DATE RANGE:10/19/2011 THRU 11/01/2011

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0088	D & H LEASING INC	E	10/26/2011			999999		323.31
0101	BUG-A-WAY INC	E	10/26/2011			999999		55.00
0105	PITTSBURG AUTOMOTIVE INC	E	10/26/2011			999999		1,655.34
0112	MARRONES INC	E	10/26/2011			999999		45.20
0117	THE MORNING SUN	E	10/26/2011			999999		172.13
0128	VIA CHRISTI HOSPITAL	E	10/26/2011			999999		365.00
0136	CHARLESWORTH & ASSOCIATES LC	E	10/26/2011			999999		450.00
0145	BROADWAY LUMBER COMPANY, INC.	E	10/26/2011			999999		234.08
0154	BLUE CROSS & BLUE SHIELD	D	10/21/2011			999999		25,386.43
0154	BLUE CROSS & BLUE SHIELD	D	10/28/2011			999999		32,086.41
0163	O'REILLY AUTOMOTIVE INC	E	10/26/2011			999999		51.09
0177	BOOK WHOLESALERS INC	E	10/26/2011			999999		197.84
0181	INGRAM	E	10/26/2011			999999		65.44
0185	MISSION CLAY PRODUCTS LLC	E	10/26/2011			999999		131.42
0199	KIRKLAND WELDING SUPPLIES	E	10/26/2011			999999		32.00
0200	SHERWIN WILLIAMS COMPANY	E	10/26/2011			999999		1,802.75
0207	PEPSI-COLA BOTTLING CO OF PITT	E	10/26/2011			999999		424.40
0224	KDOR	D	10/21/2011			999999		1,444.02
0276	JOE SMITH COMPANY, INC.	E	10/26/2011			999999		165.77
0278	LAWSON PRODUCTS INC	E	10/26/2011			999999		89.14
0292	UNIFIRST CORPORATION	E	10/26/2011			999999		137.11
0294	COPY PRODUCTS INC	E	10/26/2011			999999		3,342.74

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 M&I Bank

DATE RANGE:10/19/2011 THRU 11/01/2011

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0300	PITTSBURG FORD-MERCURY, INC.	E	10/26/2011			999999		33.82
0317	KUNSHK CHAT & COAL CO, INC.	E	10/26/2011			999999		16,140.65
0321	KP&F	D	10/28/2011			999999		323.85
0337	CROSS-MIDWEST TIRE	E	10/26/2011			999999		947.44
0339	GENERAL MACHINERY	E	10/26/2011			999999		1,549.32
0345	VICTOR L PHILLIPS CO	E	10/26/2011			999999		133.16
0348	TYRELL'S SERVICE INC	E	10/26/2011			999999		332.18
0444	ROBERT BRENT LINDER	E	10/26/2011			999999		8,000.00
0455	LARRY BARRETT BODY * FRAME * T	E	10/26/2011			999999		2,230.59
0516	AMERICAN CONCRETE CO INC	E	10/26/2011			999999		1,730.26
0534	TYLER TECHNOLOGIES	E	10/26/2011			999999		3,488.75
0583	DICKINSON INDUSTRIES INC	E	10/26/2011			999999		15.00
0585	MOLLE MC AUTOMOTIVE INC	E	10/26/2011			999999		42.38
0597	MIDWEST MINERALS INC	E	10/26/2011			999999		63.19
0627	BOETTCHE SUPPLY INC	E	10/26/2011			999999		161.08
0659	PAYNES INC	E	10/26/2011			999999		217.34
0669	RANDY VILELA	E	10/26/2011			999999		1,150.00
0695	BERBERICH TRAHAN & CO PA	E	10/26/2011			999999		2,625.00
0704	NEPTUNE RADIATOR AND AUTO	E	10/26/2011			999999		10.50
0710	HOLLAND ALIGNMENT	E	10/26/2011			999999		66.45
0746	CDL ELECTRIC COMPANY INC	E	10/26/2011			999999		467.79
0784	MIRACLE RECREATION EQUIP CO	E	10/26/2011			999999		275.36

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 M&I Bank

DATE RANGE:10/19/2011 THRU 11/01/2011

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0786	RICHARD RHEUMS	E	10/26/2011			999999		1,792.16
0803	OLD DOMINION BRUSH CO	E	10/26/2011			999999		1,050.14
0806	JOHN L CUSSIMANIO	E	10/26/2011			999999		220.00
0906	KINGSCOTE CHEMICALS INC	E	10/26/2011			999999		267.93
1033	BOB DITTMANN AGENCY INC	E	10/26/2011			999999		100.00
1050	KPERS	D	10/28/2011			999999		878.65
1075	COASTAL ENERGY CORP	E	10/26/2011			999999		96,188.33
1290	CMI INC	E	10/26/2011			999999		71.77
1293	TEE'S PLUS	E	10/26/2011			999999		338.04
1478	KANSASLAND TIRE OF PITTSBURG	E	10/26/2011			999999		1,543.06
1490	ESTHERMAE TALENT	E	10/26/2011			999999		25.00
1619	MIDWEST TAPE	E	10/26/2011			999999		95.32
1631	EVERYTHING SEW SEW	E	10/26/2011			999999		100.00
1733	BOYD METALS OF JOPLIN INC	E	10/26/2011			999999		1,673.81
1792	B&L WATERWORKS SUPPLY INC	E	10/26/2011			999999		1,192.48
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	10/26/2011			999999		171.10
2027	COLLEEN BROOKS	E	10/26/2011			999999		62.50
2111	DELL MARKETING L.P.	E	10/26/2011			999999		807.09
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	10/26/2011			999999		29,047.44
2664	UNIVAR USA INC	E	10/26/2011			999999		1,554.00
2707	THE LAWNSCAPE COMPANY, INC.	E	10/26/2011			999999		547.26
2960	PACE ANALYTICAL SERVICES INC	E	10/26/2011			999999		273.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 M&I Bank

DATE RANGE:10/19/2011 THRU 11/01/2011

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3079	COMMERCE BANK	D	10/21/2011			999999		16,547.04
3142	COMMUNITY MENTAL HEALTH CENTER	E	10/26/2011			999999		150.00
3192	MUNICIPAL CODE CORP	E	10/26/2011			999999		639.20
3248	AIRGAS MID-SOUTH, INC	E	10/26/2011			999999		44.40
3288	HOLIDAY TERRACE LLC	E	10/26/2011			999999		75.00
3697	LR ENTERPRISES LLC	E	10/26/2011			999999		120.93
3802	BRENNTAG MID-SOUTH INC	E	10/26/2011			999999		1,770.00
3964	CALLAWAY GOLF	E	10/26/2011			999999		52.50
3971	FASTENAL COMPANY	E	10/26/2011			999999		20.74
4022	THOMAS W. HETER	E	10/26/2011			999999		550.00
4133	T.H. ROGERS HOMECENTER	E	10/26/2011			999999		162.86
4277	AMERICAN EQUIPMENT CO	E	10/26/2011			999999		101.53
4390	SPRINGFIELD JANITOR SUPPLY, IN	E	10/26/2011			999999		102.69
4621	JCI	E	10/26/2011			999999		817.00
4711	RANDOM HOUSE, INC.	E	10/26/2011			999999		68.00
4766	ACCURATE ENVIRONMENTAL	E	10/26/2011			999999		2,636.23
5049	CRH COFFEE INC	E	10/26/2011			999999		37.90
5185	FERGUSON ENTERPRISES INC	E	10/26/2011			999999		8,615.00
5236	SHOWCASES	E	10/26/2011			999999		243.91
5275	US LIME COMPANY-ST CLAIR	E	10/26/2011			999999		3,776.04
5464	TURN-KEY MOBILE INC	E	10/26/2011			999999		1,615.90
5519	TOTAL ELECTRONICS CONTRACTING	E	10/26/2011			999999		288.75

VENDOR SET: 99 City of Pittsburg, KS
 BANK: 80144 M&I Bank
 DATE RANGE: 10/19/2011 THRU 11/01/2011

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5566	VINYLPLEX INC	E	10/26/2011			999999		1,431.56
5590	HD SUPPLY WATERWORKS LTD	E	10/26/2011			999999		9,932.51
5680	SODEXO OPERATIONS LLC	E	10/26/2011			999999		620.00
5904	TASC	D	10/28/2011			999999		7,300.18
5907	BREATHING AIR SERVICES INC	E	10/26/2011			999999		80.00
6175	HENRY C MENGHINI	E	10/26/2011			999999		346.42
6262	CLEAN THE UNIFORM COMPANY	E	10/26/2011			999999		354.58
6309	TAMMY FRYE	E	10/26/2011			999999		400.00
6389	PROFESSIONAL TURF PRODUCTS LP	E	10/26/2011			999999		430.66
6402	BEAN'S TOWING & AUTO BODY	E	10/26/2011			999999		60.00
6528	GALE GROUP	E	10/26/2011			999999		508.91
6558	VERMONT SYSTEMS INC	E	10/26/2011			999999		7,093.00
6577	GREENSPRO INC	E	10/26/2011			999999		362.00
6672	CHARLES A CURTIS	E	10/26/2011			999999		366.00
6721	LLOYDS TRASH SERVICE	E	10/26/2011			999999		26.78
6754	CORPORATE FLOORING INC	E	10/26/2011			999999		1,038.75
6772	INDUSTRIAL CRATING INC	E	10/26/2011			999999		5,010.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	30	29,795.67	0.00	29,795.67
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	9	111,141.64	0.00	111,141.64
EFT:	110	247,619.42	24.35CR	247,595.07
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:	149	388,556.73	24.35CR	388,532.38
BANK: 80144	TOTALS:	149	388,556.73	24.35CR	388,532.38

VENDOR SET: 99 City of Pittsburg, KS
 BANK: EFT MANUAL EFTS
 DATE RANGE:10/19/2011 THRU 11/01/2011

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0237	JON B. GARRISON	E	10/24/2011			999999		436.00
0866	AVFUEL CORPORATION	E	10/31/2011			999999		28,096.75
2352	DONNA PASHIA	E	10/31/2011			999999		1,256.50
4452	RYAN INSURANCE	E	11/01/2011			999999		74,520.00
5137	KANSAS RECREATION & PARKS ASSO	E	10/24/2011			999999		100.00
5252	AARON BRUMMETT	E	10/31/2011			999999		53.72
5340	COMMERCE BANK TRUST	E	10/27/2011			999999		31,692.12
5609	RON WHITE	E	10/31/2011			999999		189.00
5885	CHARLES T GRAVER	E	10/24/2011			999999		100.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	9	136,444.09	0.00	136,444.09
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: EFT	TOTALS:	9	136,444.09	0.00	136,444.09
BANK: EFT	TOTALS:	9	136,444.09	0.00	136,444.09	

VENDOR SET: 99 City of Pittsburg, KS
 BANK: HAP M&I Bank - HAP
 DATE RANGE: 10/19/2011 THRU 11/01/2011

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6266	KENNETH JOSEPH BRADY	R	11/01/2011			166566		269.00
6585	CLASS HOMES 1 LLC	R	11/01/2011			166567		69.00
6182	ALAN FELDHAUSEN	R	11/01/2011			166568		391.00
6168	K AND B RENTALS LLC	R	11/01/2011			166569		666.00
1601	GRAIG MOORE	R	11/01/2011			166570		193.00
6517	STACE MORRIS	R	11/01/2011			166571		2,188.00
5699	JON PRIDEAUX	R	11/01/2011			166572		235.00
6451	NAZAR SAMAN	R	11/01/2011			166573		355.00
3406	JON SCHWENKER	R	11/01/2011			166574		208.00
6437	FRED VAN BECELAERE	R	11/01/2011			166575		625.00
4636	WESTAR ENERGY, INC. (HAP)	R	11/01/2011			166576		510.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	11	5,709.00	0.00	5,709.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99 BANK: HAP TOTALS:	11	5,709.00	0.00	5,709.00
BANK: HAP TOTALS:	11	5,709.00	0.00	5,709.00

VENDOR SET: 99 City of Pittsburg, KS
 BANK: PY PAYROLL PAYABLES
 DATE RANGE: 10/19/2011 THRU 11/01/2011

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0224	KDOR	D	10/28/2011			000000		12,445.55
0321	KP&F	D	10/28/2011			000000		30,431.00
0728	ICMA	D	10/28/2011			000000		1,919.60
1050	KPERS	D	10/28/2011			000000		24,906.69
3147	INTERNAL REVENUE SERVICE	D	10/28/2011			000000		61,448.61
6415	ING FINANCIAL ADVISORS	D	10/28/2011			000000		3,739.24
6627	AMERICAN FUNDS SERVICE COMPANY	D	10/28/2011			000000		230.77
0349	UNITED WAY OF CRAWFORD COUNTY	R	10/28/2011			166550		63.42
1503	FAMILY SUPPORT PAYMENT CENTER	R	10/28/2011			166551		209.28
2228	KANSAS PAYMENT CENTER	R	10/28/2011			166552		1,837.21
2577	OK CENTRALIZED SUPPORT RE	R	10/28/2011			166553		314.06
6135	MCNEARNEY & ASSOCIATES LLC	R	10/28/2011			166554		201.23
6521	FIRST MUTUAL BANK	R	10/28/2011			166555		221.23
6699	US TREASURY	R	10/28/2011			166556		50.00
6700	KDOR	R	10/28/2011			166557		50.00
0028	PAYROLL CLEARING	E	10/28/2011			999999		83,911.18

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	8	2,946.43	0.00	2,946.43
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	7	135,121.46	0.00	135,121.46
EFT:	1	83,911.18	0.00	83,911.18
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: PY	TOTALS:	16	221,979.07	0.00	221,979.07
BANK: PY	TOTALS:		16	221,979.07	0.00	221,979.07
REPORT TOTALS:			185	752,688.89	24.35CR	752,664.54

Passed and approved this 8th day of November, 2011.

Marty Beezley, Mayor

ATTEST:

Tammy Nagel, City Clerk



DEPARTMENT OF PUBLIC WORKS

201 West 4th Street · Pittsburg KS 66762

(620) 231-4170

www.pittks.org

Interoffice Memorandum

TO: JOHN D. VANGORDEN
Interim City Manager

FROM: TODD KENNEMER
Assistant Director of Public Works

DATE: October 27, 2011

SUBJECT: Agenda Item – November 8, 2011
Recommendation of the Planning and Zoning Commission
Request for a Conditional Use to Allow Countryside Christian Church, 1901 E. 4th Street, to Construct an Addition Onto the Existing Facility

The Planning and Zoning Commission, in its meeting of October 24, 2011, considered a request submitted by Countryside Christian Church, 1901 E. 4th Street, for a Conditional Use under the provisions of Article 30 of the Pittsburg Zoning Ordinance to allow for the construction of an addition onto the south side of the existing facility. The applicant is proposing to construct a 50' x 60' (3,000 sq. ft.) addition onto the south side of the existing building. This addition will consist of four (4) classrooms and two (2) offices. The addition will be located approximately ±72 feet from the 4th Street right-of-way. The provisions of the Zoning Ordinance state that a Conditional Use is required when the existing use is expanded.

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

1. Character of the neighborhood. The church is located on 4th Street at the south end of a residential area. The north and east sides are residential areas; west side is a gas station/convenience store and a large vacant lot (both located in 500-year floodplain). Properties to the south are the Pittsburg High School and Countryside Storage units.

MEMO TO: JOHN D. VANGORDEN
OCTOBER 27, 2011
PAGE TWO

2. Zoning and uses of nearby properties. The church property is 6 acres in size and is divided into two equally sized parcels; the western half is a parking area and is zoned CP-2 Planned General Commercial. The eastern half, where the church is located, is zoned R2 Two-Family Residential. Properties to the north and to the east are residential. North of the church are houses; east of the church is Carrington Place Assisted Living Center. Adjoining the church's parking lot on the west is Canterbury Road, Casey's convenience store, and a large vacant lot...the land is zoned CP-2 and is located inside the 500-year flood zone. About ¼ of this area is inside the 100-year flood zone. Adjoining properties (on the south side of 4th Street) are the Countryside Storage Units, zoned CP-2, and the Pittsburg High School, which is zoned R1-A Single Family Residential.
3. Suitability of the subject property for the uses to which it is being considered. The addition is to be on the south side of the church building facing 4th Street. Should have no effect on the neighboring properties.
4. Length of time the subject property has remained vacant as zoned. NA.
5. The extent to which removal of the restrictions will detrimentally affect the nearby property. None.
6. Relative gain to public health, safety, & welfare. HS&W of the public will not be affected.
7. Recommendation of professional staff. APPROVE.
8. Conformance to Master Plan. Conforms. Property is shown as quasi-public (church, school, etc.) on the Master Plan.

After reviewing all the evidence presented, the Planning and Zoning Commission voted unanimously to recommend to the Governing Body **APPROVAL** of this request. In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, November 8, 2011. Action necessary will be for the Governing Body to consider the recommendation of the Planning and Zoning Commission and, if they are in agreement with the recommendation as provided, approve the request. If the Governing Body is not in agreement with the recommendation as provided, the State Statutes stipulate that the Governing Body, by a simple majority, may deny the request or send it back to the Planning and Zoning Commission for further consideration.

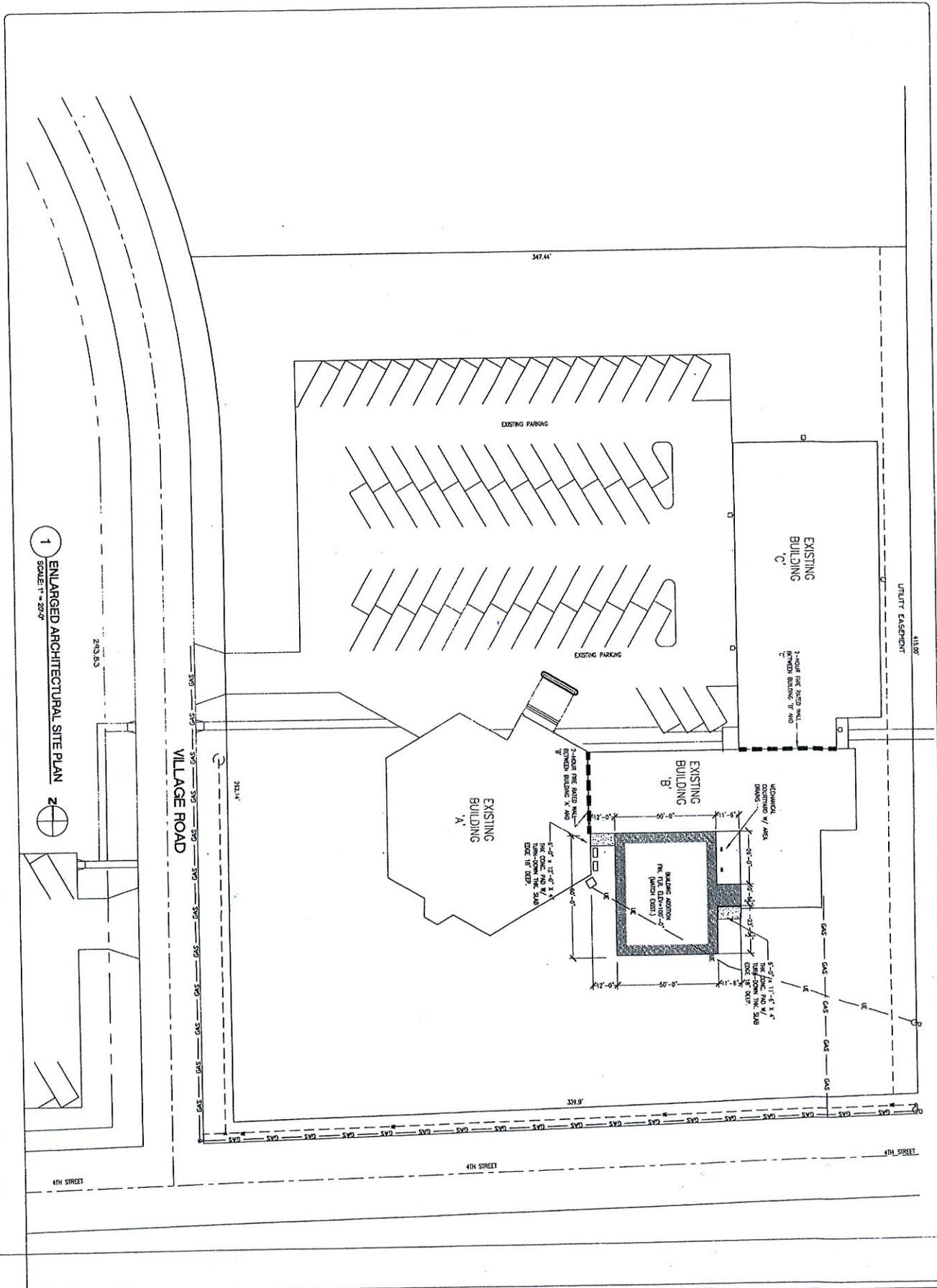
MEMO TO: JOHN D. VANGORDEN
OCTOBER 27, 2011
PAGE THREE

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

Attachment: Maps

cc: Tammy Nagel, City Clerk
Planning and Zoning Commission File
Memo File





SHEET NO. A-002
 PROJECT NO. 04-00-000000
 DATE: 04/01/04
 DRAWN BY: J. W. HARRIS
 CHECKED BY: J. W. HARRIS
 IN CHARGE: J. W. HARRIS
 PROJECT: COUNTRYSIDE CHRISTIAN CHURCH
 ADDRESS: 1901 E. 4TH STREET, PITTSBURG, KANSAS

BUILDING ADDITION FOR
COUNTRYSIDE CHRISTIAN CHURCH
 1901 E. 4th STREET, PITTSBURG, KANSAS

TRI-STATE BUILDING
 P.O. BOX 146 PITTSBURG, KANSAS 66702
 TELE: 620-231-6250
 FAX: 620-231-6275
 EMAIL: tri-statebuilding@earthlink.net

DESIGN GROUP
 100 S. JEFFERSON PITTSBURG, KANSAS 66702
 TELE: 620-231-6250
 FAX: 620-231-6275
 EMAIL: jsh@designgroupinc.net

REVISIONS	DATE



DEPARTMENT OF PUBLIC WORKS

201 West 4th Street · Pittsburg KS 66762

(620) 231-4170

www.pittks.org

Interoffice Memorandum

TO: JOHN D. VANGORDEN
Interim City Manager

FROM: WILLIAM A. BEASLEY
Director of Public Works

DATE: November 1, 2011

SUBJECT: Agenda Item - November 8, 2011
Report on Federal Communication Commission Mandate on
Converting Public Safety and Business Licenses to Narrowband
and Request to Solicit Bids for New Radio Equipment

The Federal Communication Commission (FCC) is mandating all public safety and industrial/business licensees convert existing 25 kHz radio systems to minimum narrowband 12.5 kHz efficiency technology by January 1, 2013. The purpose of narrowbanding is to promote more efficient use of VHF and UHF land mobile bands. Today, these bands are highly congested and there are often not enough spectrums available for licensees to expand their existing systems or implement new systems. FCC also hopes that the narrowband conversion will spur the development and use of new technologies that will further promote sufficient spectrums use, be less susceptible to interference, and provide licensees with enhanced capabilities.

The staff has inventoried all the radio equipment operated by the City to determine if they were capable of being reprogrammed. Many of the portable units used in the system can be reprogrammed to narrowband to comply with the FCC mandate. The City does have approximately 40 portable units and all mobile units which are not capable of narrowband programming. Additionally, six (6) of the storm siren radio controllers cannot be reprogrammed and will need to be replaced, and four (4) controllers will need to be modified.

MEMO TO: JOHN D. VANGORDEN
NOVEMBER 1, 2011
PAGE TWO

Due to the dependency of radio communication within and between public safety agencies, conversion to narrowband will be difficult and will require a coordinated effort. For this reason, many of the jurisdictions within Crawford County have met to discuss the switch over. While the FCC has established a January 1, 2013 deadline, this group has set a February 1, 2012 date to become narrowband compliant. A committee has been formed and they are meeting monthly to coordinate this effort.

Since the conversion to narrowband will have a national affect, the staff is anticipating a large demand for radio equipment. We therefore see an urgency to order the needed radio equipment. It is anticipated the City will need approximately 60 portable units and 22 mobile units. We would request approval from the City Commission to prepare specifications and solicit bids. After receiving bids on the radio equipment, the City staff will place a recommendation for award of the bids on the City Commission agenda for their consideration.

Most of the needed replacement radio units are used by the Police and Fire Departments. The staff has estimated equipment replacement cost for these departments to be approximately \$60,000. It would be the staff's recommendation that Public Safety Sales Tax funding be utilized for the replacement of this equipment. It is also the recommendation of staff that Sales Tax Capital Outlay funds be utilized to replace the remaining radio equipment, which is approximately \$20,000.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, November 8, 2011. The staff is requesting City Commission approval to prepare specifications and solicit bids for new radio equipment.

If there any questions, please do not hesitate to contact me.

cc: Tammy Nagel, City Clerk
Project File
Memo File



DEPARTMENT OF PUBLIC UTILITIES

201 West 4th Street · Pittsburg KS 66762

(620) 231-4170

www.pittks.org

Interoffice Memorandum

TO: JOHN D. VANGORDEN
Interim City Manager

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

DATE: October 31, 2011

SUBJECT: Agenda Item – November 8, 2011
Emergency Generator
WTP Improvements Project
KPWSLF Project No. 2489

Please find attached a proposal submitted by LaForge and Budd Construction Co. for an emergency generator for the Water Treatment Plant. The proposed cost for this generator is \$426,933 (see attached proposal). The cost of this emergency generator is eligible for funding through the State's revolving loan fund, but will not be eligible for forgiveness through ARRA funding.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, November 8, 2011. Action necessary will be approval or disapproval of LaForge and Budd Construction Co.'s proposal for the emergency generator at the WTP and, if approved, direct the preparation of the necessary change order.

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

Attachments: Proposal

cc: Tammy Nagel, City Clerk
Project File
Memo File

INTERSTATE ELECTRICAL CONSTRUCTION, Inc

1715 S Highway 59
P.O.Box 596
Parsons, Kansas 67357

Voice 620-421-5510
Fax 620-421-0524
Email ttullis@sbcglobal.net

August 8, 2011

LaForge & Budd Construction Co., Inc.
Brian Rea
2021 N. 21st Street
Parsons, Kansas 67357

Re: Pittsburg Water Treatment Plant

Brian,

Below is our proposal to add a generator and automatic transfer switch per request from PEC dated 07/18/2011 which was originally scheduled as Alternate 2 of the original bid documents. Feel free to contact me if there are any questions.

Furnish and install a 1250 KW single engine generator, distribution switch board SSB-EC, automatic transfer switch ATS-EC and connection to automatic throw over in MSB-FB including aluminum conductor as allowed by RFP.

We are offering a Caterpillar Standby 1250KW Generator and 1600 amp automatic transfer switch as provided by Foley Equipment Company of Wichita Kansas. (See attached)

Our proposal **includes** the following:

1. 2500 gallons of diesel fuel which equals one full tank. There will be a requirement of approximately 800 gallons for testing which will leave approximately 1700 gallons for operation. We are not including replacing the fuel consumed for testing.
2. Crane to off-load generator. The total weight of the generator is 50,000 lbs and we are assuming we can rig to within 15' of the generator pad. Generator footprint is 260" long x 120" wide.

Our proposal **excludes** the following:

1. Concrete generator pad including design and installation
2. SCADA requirements
3. Sales tax
4. Performance Bond Add 1%

Exceptions:

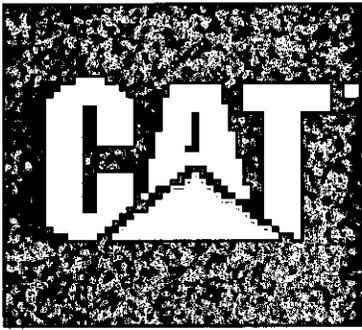
1. Aluminum lugs will be Anderson VCEL lugs in lieu of Anderson VCL lugs specified.
2. We are assuming the remote annunciator will be installed in the control room of the filter building.

Bid \$426,933.00

Allow 2 weeks for submittals, plus approval and 16 weeks for delivery after approved submittals. Allow 4 weeks to schedule and install equipment. Thanks for this opportunity.

Sincerely,

Terry Tullis
Project Manager



TO: Interstate Electrical Construction

August 12, 2011

RE: Pittsburg KS. Waste Water 3512 1250kW Stand by Generators

Terry

As you requested I am presenting you with a Generator quote in accordance with the specs you provided. Also included in the quote is a 480 volt 4 pole 1600amp NEMA 1 Automatic Transfer Switches. The generators are equipped with the features noted below.

3.2 Automatic Start Control Panel

- ◆ Digital Voltmeter
- ◆ Digital Ammeter
- ◆ Digital Frequency & Tachometer
- ◆ Coolant Temp Gauge
- ◆ High Coolant Temp Shutdown
- ◆ Fail to Start Shutdown
- ◆ Low Oil Pressure Pre low
- ◆ Low Oil Pressure Shut down
- ◆ Coolant Temp Pre High
- ◆ Coolant High Temp Shutdown
- ◆ Low Engine Temp
- ◆ Overspeed
- ◆ Over Crank

- 122 F Cooling System
- 12 volt Starting Batteries
- Operation & Maintenance Manual
- Engine Lube Oil
- Lube Oil Pressure
- Remote Annunciator
- 24hr UL Listed Fuel Tank
- Battery Charger
- Jacket Water Heater
- Weather Proof Enclosure
- 5 Year Warranty
- 2500amp Main Line Breaker
- Startup, Load Bank Testing and Training

Price Quote, FOB Job Site

Caterpillar Standby1250kW Standby Generator with a 1600amp ATS **\$252,459.00**

Price does not include state or local taxes.

Price does not include any installation cost, fuel or unloading of equipment at job site.

if you have any questions please call 943-2211 ext. 1520.

Best Regards,

Bill McGovern
Electric Power Generation Sales