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CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, October 23, 2012
5:30 PM

CALL TO ORDER BY THE MAYOR:

- a. Invocation by Jim Akin of the First United Methodist Church
- b. Flag Salute Led by the Mayor
- c. Proclamation - Disability Mentoring Day - Received by LuAnne Colyer
- d. Proclamation - Project Warmth - Received by LuAnne Colyer
- e. Public Input

CONSENT AGENDA:

- a. Approval of the October 9, 2012, City Commission Meeting minutes.
- b. Approval of an Order vacating the alley located in the 300 Block of East 4th Street described as the West 10 feet of the East One-Half of Lots 19, 20, 21 and 22 in Block 24 in the Original Town of Pittsburg, Crawford County, Kansas, and located in the City of Pittsburg, Kansas (Vietti's Auto Body).
- c. Approval of Ordinance No. G-1172, establishing minimum landscaping standards in the commercial zoning districts by adding Sections 22-101, 22-102, 22-103, 22-104, 22-105, 22-106, 22-107, 22-108, 22-109, 22-110, and 22-111 to Zoning Ordinance Number G-663. **Second Reading - ROLL CALL VOTE.**
- d. Approval of staff recommendation to award the bid for the 2013 sanitation service contract for City of Pittsburg facilities to Deffenbaugh Industries, of Joplin, Missouri, based on their low bid submitted in the amount of \$933.75 per month.
- e. Approval of staff recommendation to award the bid for 2013 dumpster service (30-yard and 40-yard containers emptied on an as-needed basis) to WCA - Waste Corporation, of Joplin, Missouri, based on their low bid submitted in the amount of \$150 per pull for either a 30-yard or a 40-yard dumpster.
- f. Approval of Change Order No. 1 reflecting a reduction of (\$823.13) making a new contract construction amount of \$145,033.23 and final payment in the amount of \$145,033.23 to APAC-Missouri, Inc., of Springfield, Missouri, for the 2011-2012 Sales Tax Street Program on Centennial from Knollview to Rouse.

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, October 23, 2012
5:30 PM

- g. Approval of Change Order No. 1 reflecting an increase of \$20,074.80 making a new contract construction amount of \$338,990.10 and final payment in the amount of \$338,990.10 to APAC-Missouri, Inc., of Springfield, Missouri, for the 2011-2012 Sales Tax Street Program on the South Area Streets.
- h. Approval of Change Order No. 1 reflecting a reduction of (\$6,386.00) making a new contract construction amount of \$246,918.00 and final payment in the amount of \$13,641.70 to Layne Inliner, of Kiowa, Colorado, for the Sanitary Sewer Line Repair Project 2012, KWPCRF Project No. C20 1656 01.
- i. Approval of the Fiscal Year 2012 auditing contract with Berberich Trahan & Company, PA in an amount not to exceed \$38,000 and the HUD Section 8 Housing Program Audit in an amount not to exceed \$2,625 and authorization for the Mayor to sign the contract on behalf of the City.
- j. Approval of the conditional award from the Kansas Housing Resource Corporation for a grant from the Kansas Moderate Income Housing Program in the amount of \$280,000 for the development of 18th and Locust, and authorization for the Mayor to sign the appropriate documents.
- k. Approval of staff recommendation to accept the Emergency Solutions Grant award from the Kansas Housing Resource Corp. in the amount of \$156,156.00 for the purpose of homeless activities in the City of Pittsburg and, if approved, authorize the Mayor to sign the appropriate documents.
- l. Approval of the Appropriation Ordinance for the period ending October 23, 2012, subject to the release of HUD expenditures when funds are received.
ROLL CALL VOTE.

SPECIAL PRESENTATION:

- a. SEK ART FEST - Steve Robb will be present to discuss the SEK Art Fest 2013 project. **Receive for file.**

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, October 23, 2012
5:30 PM

CONSIDER THE FOLLOWING:

- a. PROPERTY AND LIABILITY INSURANCE RENEWAL - Staff is recommending renewal of the 2013 Property and Liability Insurance policy with Fee Insurance. Ray Ryan, of Ryan Insurance, will be present to provide information and answer questions. **Approve or disapprove staff recommendation.**

NON-AGENDA REPORTS & REQUESTS:

ADJOURNMENT

Office of the Mayor

CITY OF PITTSBURG, KANSAS

Proclamation

Whereas: More than one million people with disabilities have entered the labor force since the passage of the Americans with Disabilities Act in 1990; and

Whereas: As taxpayers, consumers, and workers, people with disabilities are contributing to our society and to their own fulfillment of the American dream; and

Whereas: New generations of young people with disabilities are growing up in Pittsburg, graduating from high school, going to college, and preparing to participate in the workplace; and

Whereas: Both students and job seekers with disabilities have the right to maximize their potential by making the most of their intellect, talents, and abilities in an environment free of physical, programmatic, and attitudinal barriers; and

Whereas: Disability Mentoring Day provides an opportunity for students and job seekers with all types of disabilities to gain insight into career options by spending part of their day in the workplace "shadowing" an employee as he or she goes through a normal day on the job.

Now, Therefore, I, John Ketterman, Mayor of the City of Pittsburg, Kansas, do hereby proclaim Tuesday, November 13th, 2012, as

DISABILITY MENTORING DAY IN PITTSBURG

and encourage all citizens to recognize the enormous potential of people with disabilities and to work toward their full integration into the workforce.

Dated this 23rd day of October, 2012.

ATTEST:

CITY CLERK

MAYOR

Office of the Mayor
CITY OF PITTSBURG, KANSAS

Proclamation

Whereas: Project Warmth is a community effort that has been in existence for 25 years; and

Whereas: On Thursday, October 25th, 2012, from 11:00 a.m. to 2:00 p.m. and from 4:00 p.m. to 6:00 p.m., citizens may visit the lower level of the Memorial Auditorium & Convention Center and enjoy a bowl of chili or soup and a slice of homemade pie and support this worthy cause; and

Whereas: Reaching the goal of \$10,000 would not be possible without the generous support of local businesses who donate their time and products to make this event successful; and

Whereas: We ask our community to support this effort and assist our neighbors in Crawford County with utility payments during the winter months.

Now, Therefore, I, John Ketterman, Mayor of the City of Pittsburg, Kansas, do hereby proclaim Thursday, October 25th, 2012, as

PROJECT WARMTH DAY IN PITTSBURG

and urge all citizens to attend this important fundraiser to help our fellow citizens.

Dated this 23rd day of October, 2012.

ATTEST:

CITY CLERK

MAYOR

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
October 9th, 2012

A Regular Session of the Board of Commissioners was held at 5:30 p.m., Tuesday, October 9th, 2012, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor John Ketterman presiding and the following members present: Marty Beezley, Rudy Draper, Michael Gray and Patrick O'Bryan.

Kevin Arensman of the First Christian Church provided the invocation.

Mayor Ketterman led the flag salute.

Mayor Ketterman proclaimed Tuesday, October 9th, 2012, as Broadway Lumber Day in Pittsburg.

APPROVAL OF MINUTES – SEPTEMBER 25th, 2012 – On motion of Beezley, seconded by Gray, the Governing Body approved the September 25th, 2012, City Commission Meeting minutes as submitted. Motion carried.

CHANGE ORDER NO. 1 – SANITARY SEWER MANHOLE REHABILITATION 2011 PROJECT – On motion of Beezley, seconded by Gray, the Governing Body approved Change Order No. 1 reflecting a reduction of \$11,011.10 making a new contract construction amount of \$529,249.90 for the Sanitary Sewer Manhole Rehabilitation 2011 Project. Motion carried.

DISPOSITION OF BIDS – TRUCKS – On motion of Beezley, seconded by Gray, the Governing Body approved staff's recommendation to award the bids received for a 5800 GVWR Cab and Chassis w/12 CY Dump Bed and 14 CY Ends to Joplin Freightliner, of Joplin, Missouri, with a low bid of \$100,877 and to award the bids received for a ¾-Ton Super Cab 4x4 Truck to Vance Ford, of Miami, Oklahoma, with a low bid of \$26,125 for a combined total of \$127,002. Motion carried.

APPROPRIATION ORDINANCE – On motion of Beezley, seconded by Gray, the Governing Body approved the Appropriation Ordinance for the period ending October 9th, 2012, subject to the release of HUD expenditures when funds are received, with the following roll call vote: Yea: Beezley, Draper, Gray, Ketterman, and O'Bryan. Motion carried.

WATER SERVICE APPLICATION - On motion of Draper, seconded by Gray, consideration of the application submitted by Jay and Crystal Lotterer for water service outside the City limits at 611 East 546th Street was tabled.

EMERGENCY SOLUTIONS GRANT – On motion of Draper, seconded by Gray, acceptance of the Emergency Solutions Grant from the Kansas Housing Resource Corporation in the amount of \$156,156 was tabled.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
October 9th, 2012

DIRECTOR OF INNOVATION INTRODUCTION - City Manager Daron Hall introduced Jay Byers as the Director of Innovation for the City of Pittsburg.

WATER TREATMENT PLANT PROJECT UPDATE - Director of Public Utilities John Bailey provided an update on the Water Treatment Plant Project. Mr. Bailey also provided a brief update on the North Michigan/Turner Addition Water Line Replacement Project.

ADOPT A STREET PROGRAM - Director of Public Works William Beasley provided information on the Adopt A Street Program.

PUBLIC HEARING - REQUEST TO VACATE - Following Public Hearing, on motion of Gray, seconded by Beezley, the Governing Body approved the request submitted by Vietti's Auto Body, Inc. to vacate the alley located in the 300 Block of East 4th Street described as the West 10 feet of the east one-half of Lots 19, 20, 21 and 22, Block 24, Original Town of Pittsburg, Crawford County, Kansas, and directed staff to prepare the necessary Order. Motion carried.

FORGIVABLE CDBG LOAN - COLONIAL FOX THEATER – On motion of Beezley, seconded by O'Bryan, the Governing Body approved a two year forgivable CDBG loan, at three percent interest, in the amount of \$45,000 to the Colonial Fox Theater to match a \$500,000 United States Department of the Interior National Park Service grant for renovations of the current building at 409 North Broadway, with the stipulation that the Colonial Fox meet the requirements of the CDBG loan source, including hiring one employee, and authorized the Mayor to sign the appropriate documents. Motion carried.

AIRPORT FEES AND CHARGES - On motion of O'Bryan, seconded by Gray, the Governing Body approved the recommendation of the Airport Advisory Committee to establish a new fee category and fee of \$200 for single/twin turbo prop/jet aircraft weighting less than 12,500 lbs. Motion carried.

AIRPORT CAPITAL IMPROVEMENTS PROGRAM – On motion of Gray, seconded by Beezley, the Governing Body authorized staff to submit a CIP Data Sheet to the Federal Aviation Administration (FAA) requesting funding for the replacement of the existing edge lights and REIL's on Runway 16-34 and the adjacent taxiways at the Atkinson Municipal Airport and authorized the City Manager to sign the CIP Data Sheet on behalf of the City. Motion carried.

ORDINANCE NO. G-1172 – On motion of O'Bryan, seconded by Gray, the Governing Body approved Ordinance No. G-1172, establishing minimum landscaping standards in the commercial zoning districts by adding Sections 22-101, 22-102, 22-103, 22-104, 22-105, 22-106, 22-107, 22-108, 22-109, 22-110, and 22-111 to Zoning Ordinance Number G-663, on first reading. Motion carried.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
October 9th, 2012

ASSISTANT DIRECTOR OF PUBLIC UTILITIES INTRODUCTION - Director of Public Utilities John Bailey introduced Matt Bacon as the Assistant Director of Public Utilities.

DISPOSITION OF BIDS – Following a verbal report by Director of Public Utilities John Bailey, on motion of Gray, seconded by Beezley, the Governing Body approved staff recommendation to reject the bids received for the Taylor Branch Sanitary Sewer Replacement Project and authorized staff to rebid the project with an open-cut alternate at a later dated. Motion carried.

DISPOSITION OF BIDS - Following a verbal report by Director of Public Utilities John Bailey, on motion of Beezley, seconded by O'Bryan, the Governing Body awarded the bid for Broadway Water Line Project from Quincy Street to 2nd Street to Lathrop Construction, of Nevada, Missouri, based on their low bid meeting specifications of \$839,126, and authorized the Mayor to sign the contract documents once they are prepared. Motion carried.

PITT PLASTICS TOUR - Mayor Ketterman thanked Pitt Plastics for allowing City Commissioners to tour their facility.

CLEAN SWEEP PROGRAM - Mayor Ketterman reminded citizens to pick up their trash and to do their part to keep the city clean.

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

The Governing Body recessed into Executive Session at 6:51 p.m.

The Governing Body reconvened into Regular Session at 7:19 p.m.

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

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

The Governing Body recessed into Executive Session at 7:19 p.m.

The Governing Body reconvened into Regular Session at 7:41 p.m.

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

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
October 9th, 2012

ADJOURNMENT: On motion of Gray, seconded by O'Bryan, the Governing Body adjourned the meeting at 7:41 p.m. Motion carried.

John Ketterman, Mayor

ATTEST:

Tammy Nagel, City Clerk

ORDER VACATING PORTION OF AN ALLEY

AN ORDER, vacating the alley located in the 300 block of East 4th Street described as the West 10 feet of the East One-Half of Lots 19, 20, 21 and 22 in Block 24 in the Original Town of Pittsburg, Crawford County, Kansas, and located in the City of Pittsburg, Kansas.

WHEREAS, Notice has been duly given that the Governing Body would hold a public hearing to consider a Petition to vacate that portion of the alley hereinafter described, with notice being published in The Morning Sun on September 2, 2012, pursuant to K.S.A. 12-504;

WHEREAS, said public hearing was held on October 9, 2012, with no adjoining property owner appearing in opposition to the Petition;

WHEREAS, no private rights will be injured or endangered by the vacation, the public will suffer no loss or inconvenience thereby, and the Petition should be granted;

WHEREAS, no written objection to the Petition has been filed by any owner or adjoining party who would have been a proper party to the Petition; and

WHEREAS, it is by the Governing Body of the City of Pittsburg, Kansas, deemed expedient and in the best interest of the City that the portion of the alley hereinafter described be vacated.

NOW, THEREFORE, BE IT ORDERED BY THE GOVERNING BODY OF THE CITY OF PITTSBURG, KANSAS.

Section 1: That the alley located in the 300 block of East 4th Street described as the West 10 feet of the East One-Half of Lots 19, 20, 21 and 22 in Block 24 in the Original

Town of Pittsburg, Crawford County, Kansas, and located in the City of Pittsburg, Kansas, is hereby vacated; retaining the entire length and width as a utility easement.

Section 2: The land comprising that portion of the alley hereby vacated and closed shall revert to the adjoining owners of land in the same proportion as when originally taken, subject to the above referenced easement for utility purposes.

Section 3: Upon the execution of this Order, the City Clerk or the Deputy City Clerk shall certify true copies thereof and send one copy to the office of the County Clerk and also a certified copy thereof to the office of the Register of Deeds for recording as provided by K.S.A. 12-505.

SO ORDERED AND PASSED the 23rd day of October, 2012.

Mayor – John Ketterman

ATTEST:

City Clerk - Tammy Nagel

(SEAL)



Interoffice Memorandum

TO: Daron Hall, City Manager

FROM: Tammy Nagel, City Clerk

DATE: October 17th, 2012

SUBJECT: Agenda Item – October 23rd, 2012, City Commission Meeting
Disposition of Bids - Sanitation Service for City of Pittsburg
facilities

Bids were received for the 2013 Sanitation Service Contract for City of Pittsburg facilities on Tuesday, October 16th, 2012. Bid notices were sent to ten trash hauling services, as well as advertised in *The Morning Sun* and on the City's web page. Five bids were received. Deffenbaugh Industries, of Joplin, Missouri, submitted the low bid in the amount of \$933.75 per month. Deffenbaugh of Bethel Heights, Arkansas, held the contract for the year 2012 for a monthly amount of \$997.58. A bid tab sheet is attached for your information. It is recommended that the bid be awarded to Deffenbaugh, based on their low bid.

Bids were also requested for the cost to empty 30-yard and 40-yard dumpsters on an as-needed basis during this bid process as well. The low bid to empty either a 30-yard or 40-yard dumpster was from WCA – Waste Corporation, of Joplin, Missouri, in the amount of \$150 per pull. WCA held the contract for 2012, with a bid of \$155 per pull for both the 30-yard and the 40-yard dumpsters. It is recommended that the bid to empty the 30-yard and 40-yard dumpsters be awarded to WCA – Waste Corporation, based on their low bid.

Please place this item on the agenda for the October 23rd, 2012, City Commission Meeting. Action needed is review of the recommendation and, if approved, award the bids as stipulated above.

If you have any questions, please call. Thanks!

Attachment: Bid Tab Sheet



Bid Recapitulation Sheet

City of Pittsburg Facilities Sanitation Service

**Tuesday, October 16th, 2012 – 2:00 p.m.
City Hall Conference Room, City Hall**

Name/Address of Bidder	Total Monthly Charges	Amount Per Pull – 30 Yard Dumpster	Amount Per Pull – 40 Yard Dumpster
Republic Services 2115 West Bennett Street Springfield, Missouri 65807	\$1,410.65	\$150.00 plus \$42.00 per ton	\$150.00 Plus \$42.00 per ton
Short's Trash Service, Inc. P.O. Box 976 Frontenac, Kansas 66763	\$1,555.00	No Bid	No Bid
WCA – Waste Corporation 3700 West 7 th Street Joplin, Missouri 64801	\$987.00	\$150.00	\$150.00
Republic Services/Allied Waste 1715 East Front Street Galena, Kansas 66739	\$963.86	\$450.00 plus \$75.00 delivery fee	\$450.00
Deffenbaugh Industries 4700 West 7 th Street Joplin, Missouri 64801	\$933.75	\$145.00 plus \$44.00 per ton	\$145.00 Plus \$44.00 per ton



DEPARTMENT OF PUBLIC WORKS

(620) 231-4170

201 West 4th Street · Pittsburg KS 66762

www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: WILLIAM A. BEASLEY
Director of Public Works

DATE: October 15, 2012

SUBJECT: Agenda Item – October 23, 2012
Final Payment and Change Order No. 1
2011-2012 Sales Tax Street Program
Centennial from Knollview to Rouse

The contractor, APAC-Missouri, Inc., of Springfield, Missouri, has completed all work on the above-referenced project and is now requesting final payment. City staff has reviewed the quantities on this project with the contractor and has prepared Change Order No. 1 reflecting a reduction of (\$843.13) for the adjustment of quantities for this project. This will bring the total project cost to \$145,033.23 and make final payment to APAC-Missouri, Inc. in the amount of \$145,033.23.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, October 23, 2012. Action necessary will be approval or disapproval of Change Order No. 1 and for final payment to APAC-Missouri, Inc. Funding for this project is from revenues generated through sales tax.

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

Attachment: Final Payment Documents
Change Order No. 1

cc: Tammy Nagel, City Clerk
Project File
Memo File

PROJECT: 2011-2012 SALES TAX STREET PROGRAM
CENTENNIAL FROM KNOLLVIEW TO ROUSE

DATE: August 31, 2012

PETITION AMOUNT: \$ _____
TEMPORARY NOTES: \$ _____
CONTRACTOR: APAC-Missouri, Inc.

PERIODIC ESTIMATE NO. Final

ADDRESS: P.O. Box 1187
Springfield, Missouri 65801

ORIGINAL CONTRACT CONSTRUCTION AMOUNT..... \$145,876.36
CHANGE ORDER NO. 1 THRU 1 \$ - 843.13
NEW CONTRACT CONSTRUCTION AMOUNT..... \$145,033.23

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	CONTRACT AMOUNT	C.O. QUANTITY	TOTAL QUANTITY	NEW CONST. AMOUNT	UNITS COMP.	VALUE
1	Mobilization	1	L.S.	\$ 2,350.00	\$ 2,350.00				1	2,350.00
2	Traffic Control	1	L.S.	\$ 5,000.00	\$ 5,000.00				1	5,000.00
3	HMA (Commercial Grade)(Class A)	1,597	Tons	\$ 67.35	\$107,557.95	-9.03	1,587.97	106,949.78	1,587.97	106,949.78
4	Milling (2" Nominal)	13,883	S.Y.	\$ 1.78	\$ 24,711.74	-132.00	13,751.00	24,476.78	13,751	24,476.78
5	Pavement Marking (Epoxy)(White)(6")	1,181	L.F.	\$ 1.02	\$ 1,204.62				1,181	1,204.62
6	Pavement Marking (Epoxy)(White)(24")	196	L.F.	\$ 8.15	\$ 1,597.40				196	1,597.40
7	Pavement Marking (Epoxy)(Yellow)(24")	4,265	L.F.	\$.81	\$ 3,454.65				4,265	3,454.65

TOTAL VALUE OF WORK DONE AND MATERIALS ON HAND..... \$145,033.23
 PERCENT RETAINED (10%)..... \$XXXXXXXXXX
 OTHER DEDUCTIONS (SPECIFY)..... \$XXXXXXXXXX
 TOTAL OF PREVIOUS ESTIMATES..... \$XXXXXXXXXX
 TOTAL DEDUCTIONS..... \$XXXXXXXXXX
 AMOUNT DUE CONTRACTOR ON THIS ESTIMATE..... \$145,033.23

ACCEPTED BY: David B Anderson
Contractor

SUBMITTED BY: Jacob Reagan
Jacob Reagan, Engineering Technician

APPROVED BY: William A. Beasley
William A. Beasley, Director of Public Works

CHANGE ORDER FORM

PROJECT: 2011-2012 SALES TAX STREET PROGRAM
CENTENNIAL FROM KNOLLVIEW TO ROUSE

DATE: August 31, 2012

PETITION AUTHORIZED AMOUNT \$ _____
 TEMPORARY NOTES AUTHORIZED \$ _____
 CONTRACT BIDS RECEIVED: _____
 CONTRACTOR: APAC-Missouri, Inc.

CHANGE ORDER NO.: 1

ORIGINAL CONTRACT CONSTRUCTION AMOUNT.....	\$145,876.36
CHANGE ORDER NO. <u>1</u> THRU <u>1</u>	\$ - 843.13
NEW CONSTRUCTION AMOUNT.....	<u>\$145,033.23</u>

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
3	HMA (Commercial Grade)(Class A)	- 9.03	Tons	\$67.35	-\$608.17
4	Milling (2" Nominal)	-132.00	S.Y.	\$ 1.78	-\$234.96

TOTAL CHANGE ORDER NO. <u>1</u>	\$ - 843.13
NEW CONTRACT CONSTRUCTION AMOUNT	<u>\$145,033.23</u>
ENGINEERING AND INSPECTION (10%)	<u>\$xxxxxxxx</u>
LEGAL AND ADMINISTRATIVE (5%)	<u>\$xxxxxxxx</u>
NEW PROJECT TOTAL	<u>\$145,033.23</u>

ACCEPTED BY: David B Anderson

SUBMITTED BY: Jacob Reagan
 Jacob Reagan, Engineering Technician

DATE: 10/9/12

APPROVED BY: William A. Beasley
 William A. Beasley, Director of Public Works

DATE OF APPROVAL BY CITY COMMISSION: 10/23/2012

FINAL PAYMENT DUE CONTRACTOR

Date: August 31, 2012

PROJECT NO. 2011-2012 SALES TAX STREET PROGRAM
CENTENNIAL FROM KNOLLVIEW TO ROUSE

PETITION AUTHORIZED AMOUNT \$ _____
TEMPORARY NOTES AUTHORIZED \$ _____
CONTRACTOR: APAC-Missouri, Inc.

ORIGINAL CONTRACT CONSTRUCTION AMOUNT..... \$145,876.36

Change Order No. 1 Dated 8-31-2012 (show plus or minus)..... \$ - 843.13
Change Order No. _____ Dated _____ (show plus or minus)..... \$ _____
Change Order No. _____ Dated _____ (show plus or minus)..... \$ _____
Change Order No. _____ Dated _____ (show plus or minus)..... \$ _____
Change Order No. _____ Dated _____ (show plus or minus)..... \$ _____

TOTAL CONSTRUCTION COST..... \$145,033.23

Less Previous Payments..... \$XXXXXXXX

BALANCE DUE CONTRACTOR (FINAL PAYMENT)..... \$145,033.23

Accepted by: David B Anderson
Contractor

Submitted by: Jacob J Reagan
Jacob Reagan, Engineering Technician

Date: 10/9/12

Approved by: William A Beasley
William A. Beasley, Director of Public Works

Date of Approval by City Commission: 10/23/2012



DEPARTMENT OF PUBLIC WORKS

(620) 231-4170

201 West 4th Street · Pittsburg KS 66762

www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: WILLIAM A. BEASLEY
Director of Public Works

DATE: October 15, 2012

SUBJECT: Agenda Item – October 23, 2012
Final Payment and Change Order No. 1
2011-2012 Sales Tax Street Program
South Area Streets

The contractor, APAC-Missouri, Inc., of Springfield, Missouri, has completed all work on the above-referenced project and is now requesting final payment. City staff has reviewed the quantities on this project with the contractor and has prepared Change Order No. 1 reflecting an increase of \$20,074.80. The change order includes the adjustment of quantities for this project as well as additional work uncovered during construction with additional repairs to damaged curb and gutter, extra depth excavation due to failed subgrade and the use of a lighter commercial grade truck for the hauling of asphalt to prevent further repairs to the existing pavement. This will bring the total project cost to \$338,990.10 and make final payment to APAC-Missouri, Inc. in the amount of \$338,990.10.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, October 23, 2012. Action necessary will be approval or disapproval of Change Order No. 1 and for final payment to APAC-Missouri, Inc. Funding for this project is from revenues generated through sales tax.

Attachment: Final Payment Documents
Change Order No. 1

cc: Tammy Nagel, City Clerk
Project File
Memo File

PROJECT: 2011-2012 SALES TAX STREET PROGRAM
SOUTH AREA STREETS

DATE: August 31, 2012

PETITION AMOUNT: \$ _____
TEMPORARY NOTES: \$ _____
CONTRACTOR: APAC-Missouri, Inc.

PERIODIC ESTIMATE NO. FINAL

ADDRESS: P.O. Box 1187
Springfield, Missouri 65801

ORIGINAL CONTRACT CONSTRUCTION AMOUNT..... \$318,915.30
CHANGE ORDER No. 1 THRU 1..... \$ 20,074.80
NEW CONTRACT CONSTRUCTION AMOUNT..... \$338,990.10

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	CONTRACT AMOUNT	C.O. QUANTITY	TOTAL QUANTITY	NEW CONST. AMOUNT	UNITS COMP.	VALUE
1	Mobilization	1	L.S.	\$ 4,515.00	\$ 4,515.00				1	\$ 4,515.00
2	Traffic Control	1	L.S.	\$ 5,000.00	\$ 5,000.00				1	\$ 5,000.00
3	2'-6" Curb and Gutter	60	L.F.	\$ 25.80	\$ 1,548.00	97.0	157	\$ 4,050.60	157	\$ 4,050.60
4	HMA (Commercial Grade)(Class A)	2,795	Tons	\$ 67.75	\$189,361.25	-1,356.71	1,438.29	\$ 97,444.15	1438.29	\$ 97,444.15
5	Milling	21,490	S.Y.	\$ 1.56	\$ 33,524.40	-397.00	21,093.00	\$ 32,905.08	21093	\$ 32,905.08
6	Concrete Valley Gutter	298	S.Y.	\$ 54.90	\$ 16,360.20				298	\$ 16,360.20
7	Pavement Repair	485	Tons	\$ 85.15	\$ 41,297.75	234.93	719.93	\$ 61,302.04	719.93	\$ 61,302.04
8	Crack Repair	171	Tons	\$ 159.70	\$ 27,308.70	-11.26	159.74	\$ 25,510.48	159.74	\$ 25,510.48
9	CHANGE ORDER 1: Extra Depth Excavation- AB3 for Subgrade Repair		C.Y.			169	\$ 73.00	\$ 12,337.00	169	\$ 12,337.00
10	CHANGE ORDER 1: Light Loads		Tons			1,063	\$ 74.85	\$ 79,565.55	1,063	\$ 79,565.55

TOTAL VALUE OF WORK DONE AND MATERIALS ON HAND..... \$338,990.10
 PERCENT RETAINED (10%)..... \$XXXXXXXXXX
 OTHER DEDUCTIONS (SPECIFY)..... \$XXXXXXXXXX
 TOTAL OF PREVIOUS ESTIMATES..... \$XXXXXXXXXX
 TOTAL DEDUCTIONS..... \$XXXXXXXXXX
 AMOUNT DUE CONTRACTOR ON THIS ESTIMATE..... \$338,990.10

ACCEPTED BY: David B. Anaker
Contractor

SUBMITTED BY: Jacob Reagan
Jacob Reagan, Engineering Technician

APPROVED BY: William A. Beasley
William A. Beasley, Director of Public Works

CHANGE ORDER FORM

PROJECT: 2011-2012 SALES TAX STREET PROGRAM
SOUTH AREA STREETS

DATE: August 31, 2012

PETITION AUTHORIZED AMOUNT \$ _____
 TEMPORARY NOTES AUTHORIZED \$ _____
 CONTRACT BIDS RECEIVED: _____
 CONTRACTOR: APAC-Missouri, Inc.

CHANGE ORDER NO.: 1

ORIGINAL CONTRACT CONSTRUCTION AMOUNT..... **\$318,915.30**
 CHANGE ORDER NO. 1 THRU 1..... **+\$20,074.80**
 NEW CONSTRUCTION AMOUNT..... **\$338,990.10**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
3	2'-6" Curb and Gutter	97.0	L.F.	\$ 25.80	\$ 2,502.60
4	HMA (Commercial Grade)(Class A)	-1,356.71	Tons	\$ 67.75	-\$ 91,917.10
5	Milling	- 397.00	S.Y.	\$ 1.56	-\$ 619.32
7	Pavement Repair	234.93	Tons	\$ 85.15	\$ 20,004.29
8	Crack Repair	-11.26	Tons	\$159.70	-\$ 1,798.22
9	Extra Depth Excavation- AB3 for Subgrade Repair	169.00	C.Y.	\$ 73.00	\$ 12,337.00
10	Light Loads	1,063	Tons	\$ 74.85	\$ 79,565.55

TOTAL CHANGE ORDER NO. 1 **\$+20,074.80**
 NEW CONTRACT CONSTRUCTION AMOUNT **\$338,990.10**
 ENGINEERING AND INSPECTION (10%) **\$XXXXXXXXXX**
 LEGAL AND ADMINISTRATIVE (5%) **\$XXXXXXXXXX**
 NEW PROJECT TOTAL **\$338,990.10**

ACCEPTED BY: *David B. Andersen*

SUBMITTED BY: *Jacob Reagan*
 Jacob Reagan, Engineering Technician

DATE: 10/9/12

APPROVED BY: *William A. Beasley*
 William A. Beasley, Director of Public Works

DATE OF APPROVAL BY CITY COMMISSION: 10/23/2012

FINAL PAYMENT DUE CONTRACTOR

Date: August 31, 2012

PROJECT NO. 2011-2012 SALES TAX STREET PROGRAM
SOUTH AREA STREETS

PETITION AUTHORIZED AMOUNT \$ _____
TEMPORARY NOTES AUTHORIZED \$ _____
CONTRACTOR: APAC-Missouri, Inc.

ORIGINAL CONTRACT CONSTRUCTION AMOUNT..... \$318,915.30

Change Order No. 1 Dated 8-31-2012 (show plus or minus)..... +\$20,074.80
Change Order No. _____ Dated _____ (show plus or minus)..... \$ _____
Change Order No. _____ Dated _____ (show plus or minus)..... \$ _____
Change Order No. _____ Dated _____ (show plus or minus)..... \$ _____
Change Order No. _____ Dated _____ (show plus or minus)..... \$ _____

TOTAL CONSTRUCTION COST..... \$338,990.10

Less Previous Payments..... \$xxxxxxxx

BALANCE DUE CONTRACTOR (FINAL PAYMENT)..... \$338,990.10

Accepted by: *David B. Anoleu*
Contractor

Submitted by: *Jacob Reagan*
Jacob Reagan, Engineering Technician

Date: 10/9/12

Approved by: *William A. Beasley*
William A. Beasley, Director of Public Works

Date of Approval by City Commission: 10/23/2012



DEPARTMENT OF PUBLIC UTILITIES (620) 240-5126
303 Memorial Drive · Pittsburg KS 66762 www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

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

DATE: October 15, 2012

SUBJECT: Agenda Item – October 23, 2012
Final Payment and Change Order No. 1
Sanitary Sewer Line Repair Project 2012
KWPCRF Project No. C20 1656 01

The contractor, Layne Inliner, of Kiowa, Colorado, has completed all work on the above-referenced project and is now requesting final payment. The contractor has submitted for approval Change Order No. 1 reflecting a reduction of (\$6,386.00) for the adjustment of quantities for this project. This will bring the total project cost to \$246,918.00 and make final payment to Layne Inliner in the amount of \$13,641.70, which is basically the retainage for the project.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, October 23, 2012. Action necessary will be approval or disapproval of Change Order No. 1 and for final payment to Layne Inliner. If you recall, the funding for this project is being paid through a State revolving loan funded by KDHE.

Attachment: Final Payment Documents
Change Order No. 1

cc: Tammy Nagel, City Clerk
Project File
Memo File

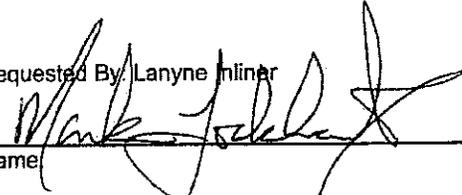
**FINAL PAYMENT ESTIMATE
CITY OF PITTSBURG, KS
CITY PROJECT NO. C20 1656 01**

DATE: 10/8/2012

Sanitary Sewer Line Repair Project 2012
PEC Project No. 334-07E03-030-0830
Contractor: Layne Inliner
7915 Cherrywood Loop
Kiowa, CO 80117

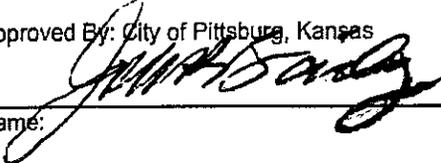
ITEM NO.	DESCRIPTION	UNIT	NO. OF UNITS	UNIT COST	TOTAL COST	PLAN UNITS	PERCENT COMP.
1	Mobilization	L.S.	1.0	\$ 9,000.00	9,000.00	1	100%
2	Traffic Control	L.S.	1.0	\$ 3,500.00	3,500.00	1	100%
3	Erosion Control	L.S.	1.0	\$ 150.00	150.00	1	100%
4	Site Clearing	L.S.	1.0	\$ 250.00	250.00	1	100%
5	Site Restoration	L.S.	1.0	\$ 550.00	550.00	1	100%
6	Rehabilitate Sanitary Sewer-CIPP	L.F.	5,272.0	\$ 44.00	231,968.00	5,241	101%
7	Point Repairs (12'-24')	Each	0.0	\$ 5,000.00	-	1	0%
8	Reconnect Service Taps (Point Repair)	Each	0.0	\$ 2,000.00	-	1	0%
9	Internal Tap Reconnections	Each	5.0	\$ 300.00	1,500.00	6	83%
10	Removal of Protruding Taps (Internal)	Each	0.0	\$ 450.00	-	1	0%

Total Completed To Date:	\$ 246,918.00	\$253,304.00	97%
Retainage	\$ -		
Total of Previous Payments	\$ 284,572.10	#233,276.30	
Amount Due This Estimate	\$ 12,345.90	#13,641.70	

Requested By: Layne Inliner

Name: _____

Reviewed By: Project Engineer

Name: Bruce D. Remsberg, P.E.

Approved By: City of Pittsburg, Kansas

Name: _____

CHANGE ORDER

Order No. 1

Date: 09/11/12

KWPCRF Project No. C20 1656 01

PEC Project No. 334-07E03-030-0830

Agreement Date: 07/23/12

NAME OF PROJECT: Sanitary Sewer Line Repair Project 2012

OWNER: City of Pittsburg, Kansas

CONTRACTOR: Layne Inliner

Changes are hereby made to the CONTRACT DOCUMENTS as listed and described below:

1. Quantity overrun on bid item #6 – Rehabilitate Sanitary Sewer -18” CIPP. The quantity required to rehabilitate the sanitary sewer was field measured at 5,272.0 L.F. the comparisons of plan to actual quantities for each segment are shown on the attached sheet. The Plan Quantity for the project was 5,241.0 L.F., for an increase in total footage of 31.0 L.F. Additional Cost = 31.0 L.F. @ \$44.00 = \$1,364.00
2. Deduct from Original Plans & Specifications on bid item #7, Point Repair (12'-24'). Reduction in Cost = 1 @ \$5000.00 Each = (\$5,000.00).
3. Deduct from Original Plans & Specifications on bid item #8, Reconnect Service Taps (Point Repair). Reduction in Cost = 1 @ \$2000.00 Each = (\$2,000.00).
4. Deduct from Original Plans & Specifications on bid item #9, Internal Tap Reconnections. Reduction in Cost = 1 @ \$300.00 Each = (\$300.00).
5. Deduct from Original Plans & Specifications on bid item #10, Removal of Protruding Taps. Reduction in Cost = 1 @ \$450.00 Each = (\$450.00).

Change to BID PRICE

BID PRICE: \$253,304.00

The CONTRACT PRICE due to this CHANGE ORDER will be DECREASED by: \$6,386.00

The CONTRACT PRICE after this CHANGE ORDER will be: \$246,918.00

CONTRACT TIME:

The CONTRACT TIME:

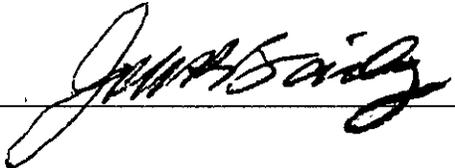
175 Calendar Days To Substantial
Completion And 200 Calendar Days
to Final Completion

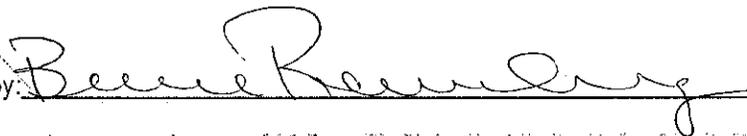
The CONTRACT TIME due to this CHANGE ORDER will be

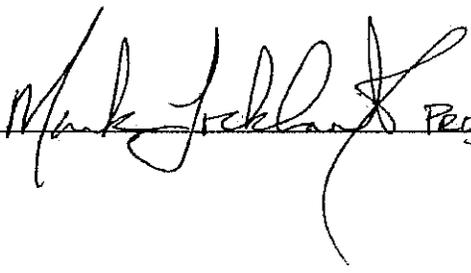
UNCHANGED

The CONTRACT TIME after this CHANGE ORDER will be:

175 Calendar Days To Substantial
Completion And 200 Calendar Days
to Final Completion

Approved by:  City of Pittsburg

Prepared by:  P.E.C., P.A.

Requested by:  PROJECT MANAGER Layne Inliner



FINANCE AND ADMINISTRATION

201 West 4th Street · Pittsburg KS 66762

(620) 231-4100

www.pittks.org

Interoffice Memorandum

TO: Daron Hall, City Manager

FROM: Jamie Clarkson, Assistant Director of Finance

DATE: October 12, 2012

SUBJECT: Agenda Item – October 23, 2012
Fiscal Year 2012 Auditing Contract with
Berberich Trahan & Company, PA

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, October 23, 2012. Action necessary will be to approve the attached 2012 auditing contract with Berberich Trahan & Company, PA, in the amount not to exceed \$38,000. The City sent out requests for proposals (RFP) in 2011 and Berberich Trahan was the only firm to submit a proposal. The 2011 RFP was for a three year period with fiscal year 2012 being the second year.

Also included in the contract is a separate audit of the Housing and Urban Development (HUD) Section 8 program in an amount not to exceed \$2,625. A separate single audit of the HUD program is a requirement of the federal government.

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

cc: Jon Garrison, Director of Finance
Tammy Nagel, City Clerk



BERBERICH TRAHAN & CO., P.A.
Certified Public Accountants

September 24, 2012

Honorable Mayor and City Commission
City of Pittsburg, Kansas
201 W. 4th Street, P.O. Box 688
Pittsburg, Kansas 66762

This letter is to explain our understanding of the arrangements for the services we are to perform for the City of Pittsburg, Kansas (the City) for the year ending December 31, 2012. We ask that you either confirm or amend this understanding.

Audit Services

We will perform an audit of the City's governmental activities, business-type activities, aggregate discretely presented component units, each major fund, the aggregate remaining fund information, and the budgetary comparison as of and for the year ended December 31, 2012 which collectively comprise the basic financial statements. We understand that these financial statements will be prepared in accordance with accounting principles generally accepted in the United States of America. The objective of an audit of financial statements is to express an opinion on those statements.

We are responsible for forming and expressing an opinion about whether the financial statements that have been prepared by management with the oversight of the City Commission are presented fairly, in all material respects, in conformity with accounting principles generally accepted in the United States of America, and whether supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

You have informed us that you desire us to issue a report on the basic financial statements of the City as of and for the year ended December 31, 2012 conforming only to the requirements of auditing standards generally accepted in the United States of America. This reporting will not be used for purposes to comply with a requirement calling for an audit in accordance with *Government Auditing Standards*.

We will also perform the audit of the City as of December 31, 2012 so as to satisfy the audit requirements imposed by the Single Audit Act and the U.S. Office of Management and Budget (OMB) Circular No. A-133.

BERBERICH TRAHAN & CO., P.A.

3630 SW Burlington Rd., Topeka, KS 66611-2050

T 785-234-3477 toll free 800-530-5526 f 785-233-1768

btandcoapa.com

An Independently Owned Member
McGLADREY ALLIANCE

 McGladrey



Honorable Mayor and City Commission
City of Pittsburg, Kansas
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We will conduct the audit in accordance with auditing standards generally accepted in the United States of America; the "Kansas Municipal Audit Guide;" *Government Auditing Standards* issued by the Comptroller General of the United States; and the provisions of the Single Audit Act, OMB Circular A-133 and OMB's Compliance Supplement. Those standards, circulars, or supplements require that we plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement whether caused by error or fraud. Accordingly, a material misstatement may remain undetected. Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statements. The determination of abuse is subjective; therefore, *Government Auditing Standards* do not expect us to provide reasonable assurance of detecting abuse.

An audit of financial statements also includes obtaining an understanding of the City and its environment, including its internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, we will communicate to management and the City Commission any significant deficiencies or material weaknesses that become known to us during the course of the audit.

We will also communicate to the City Commission (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements, (b) any illegal acts, violations of provisions of contracts or grant agreements and abuse that come to our attention (unless they are clearly inconsequential), (c) should any arise, any disagreements with management and other serious difficulties encountered in performing the audit, and (d) various matters related to the entity's accounting policies and financial statements.

In addition to our report on the City's financial statements, we will also issue the following reports or types of reports:

A report on the fairness of the presentation of the City's schedule of expenditures of Federal awards for the year ending December 31, 2012.

Reports on internal control related to the financial statements and major programs. These reports will describe the scope of testing of internal control and the results of our tests of internal controls.

Reports on compliance with laws, regulations and the provisions of contracts or grant agreements. We will report on any noncompliance which could have a material effect on the financial statements and any noncompliance which could have a direct and material effect on each major program.



Honorable Mayor and City Commission
City of Pittsburg, Kansas
Page 3

A schedule of findings and questioned costs.

A summary schedule of prior year audit findings.

The component unit whose financial statements you have told us are to be included as part of the City's financial statements is the Pittsburg Public Library.

Our reports on internal control will include any significant deficiencies and material weaknesses in controls of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with requirements of the standards and circular identified above. Our reports on compliance will address material errors, fraud, abuse, violations of compliance requirements and other responsibilities imposed by state and Federal statutes and regulations and assumed by contracts; and any state or Federal grant, entitlement or loan program questioned costs of which we become aware, consistent with requirements of the standards and circulars identified above.

Karen Linn is the director responsible for oversight of all aspects of the audit.

The City's Responsibilities

Management is responsible for the financial statements, including the selection and application of accounting policies, adjusting the financial statements to correct material misstatements, and for making all financial records and related information available to us. Management is responsible for providing us with a written management representation letter confirming certain representations made during the course of our audit of the financial statements and affirming to us that it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole and to the opinion units of the financial statements.

Management is responsible for establishing and maintaining effective internal control over financial reporting and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge.



Honorable Mayor and City Commission
City of Pittsburg, Kansas
Page 4

Management is responsible for identifying and ensuring that the entity complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the entity involving management, employees who have significant roles in internal control and others where the fraud could have a material effect on the financial statements. Management is also responsible for informing us of its knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, analysts, regulators, or others.

Management is also responsible for (a) making us aware of significant vendor relationships where the vendor is responsible for program compliance, (b) following up and taking corrective action on audit findings, including the preparation of a summary schedule of prior audit findings, and a corrective action plan, and (c) report distribution including submitting the reporting package.

Management is responsible for the preparation of the supplementary information in accordance with accounting principles generally accepted in the United States of America. Management agrees to include the auditor's report on the supplementary information in any document that contains the supplementary information and that indicates that the auditor has reported on such supplementary information. Management also agrees to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditor's report thereon.

The City Commission is responsible for informing us of its views about the risks of fraud within the entity, and its knowledge of any fraud or suspected fraud affecting the entity.

Because Berberich Trahan & Co., P.A. will rely on the City and its management and audit committee to discharge the foregoing responsibilities, the City holds harmless and releases Berberich Trahan & Co., P.A., its directors, and employees from all claims, liabilities, losses, and costs arising in circumstances where there has been a knowing misrepresentation by a member of the City's management which has caused, in any respect, Berberich Trahan & Co., P.A.'s breach of contract or negligence. This provision shall survive the termination of this arrangement for services.



BERBERICH TRAHAN & CO., P.A.
Certified Public Accountants

Honorable Mayor and City Commission
City of Pittsburg, Kansas
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Other Terms of Our Engagement

Our fees are based on the time required by the individuals assigned to the engagement. We propose that our fees for this audit engagement, which includes out-of-pocket expenses, will be \$ 38,000. The fee for the agreed-upon procedures for the Pittsburg Housing Authority will be \$ 2,100 to \$ 2,625. The quoted fee for the year ended December 31, 2012 will be the maximum for the work described in this letter unless the scope of the engagement is changed, the assistance which the City has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding. All other provisions of this letter will survive any fee adjustment. Interim billings will be submitted as work progresses and as expenses are incurred. Billings are due upon submission.

In accordance with our Firm policy, a finance charge of 1% per month will be applied to balances that are over 60 days old. Payments will be applied first to the accrued finance charges and then to outstanding invoices.

In the event we are requested or authorized by the City or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagements for the City, the City will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The working papers for this engagement are the property of Berberich Trahan & Co., P.A. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs and the U.S. Government Accountability Office shall have access to the audit working papers upon their request; and that we shall maintain the working papers for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency. Access to requested workpapers will be provided under the supervision of Berberich Trahan & Co., P.A. audit personnel and at a location designated by our Firm.

From time to time and depending upon the circumstances, we may use third-party service providers to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose confidential client information to them. We enter into confidentiality agreements with all third-party service providers and we are satisfied that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others.



Honorable Mayor and City Commission
City of Pittsburg, Kansas
Page 6

During the course of our engagement, we may accumulate records containing data which should be reflected in your books and records. You will determine that all such data, if necessary, will be so reflected. Accordingly, you will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by the City's personnel, including the preparation of schedules and analyses of accounts, will be discussed and coordinated with James Clarkson. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

If circumstances arise relating to the condition of your records, the availability of appropriate audit evidence or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting, misappropriation of assets, or noncompliance which in our professional judgment prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards including declining to express an opinion or issue a report, or withdrawal from the engagement.

You have informed us that you intend to prepare a comprehensive annual financial report (CAFR) and submit it for evaluation by the Government Finance Officers Association's Certificate of Achievement for Excellence in Financial Reporting Program. Our participation in the preparation of the CAFR is to consist of performing a review of the CAFR to insure its readiness for submission.

We will assist in drafting the City's financial statements and propose adjustments to the trial balance which are reviewed and approved by management. The draft and the adjustments are the responsibility of management.

We will assist you in the preparation of the City's Data Collection Form and Reporting Package. You acknowledge that you have the final responsibility for these, and therefore, you should review them carefully before you certify and submit them.

It is agreed by the City and Berberich Trahan & Co., P.A. or any successors in interest that no claim arising out of services rendered pursuant to this agreement by or on behalf of the City shall be asserted more than five years after the date of the last audit report issued by Berberich Trahan & Co., P.A.

This letter constitutes the complete and exclusive statement of agreement between Berberich Trahan & Co., P.A. and the City, superseding all proposals oral or written and all other communication, with respect to the terms of the engagement between the parties.



Honorable Mayor and City Commission
City of Pittsburg, Kansas
Page 7

In accordance with *Government Auditing Standards*, a copy of our most recent peer review report is enclosed for your information.

If this letter defines the arrangements as you understand them, please sign and date the enclosed copy and return it to us. We appreciate your business.

Very truly yours,

BERBERICH TRAHAN & CO., P.A.

Karen K. Linn
Director

KKL:tls
Enclosures

Confirmed on behalf of the City of Pittsburg, Kansas:

Signature

Date

A signed copy of this arrangement letter will be forwarded to the following pursuant to *Government Auditing Standards* Amendment No. 2, "Auditor Communication."

Jon Garrison, Director of Finance
Daron R. Hall, City Manager

System Review Report

October 20, 2011

To the Directors of
Berberich Trahan & Co., P.A.
and the Peer Review Committee of the Kansas Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Berberich Trahan & Co., P.A. (the "firm") in effect for the year ended June 30, 2011. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

In our opinion, the system of quality control for the accounting and auditing practice of Berberich Trahan & Co., P.A. in effect for the year ended June 30, 2011, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Berberich Trahan & Co., P.A. has received a peer review rating of *pass*.

Brown Smith Wallace, L.L.C.

Brown Smith Wallace, LLC
October 20, 2011

INTEROFFICE MEMORANDUM

To: DARON HALL, JON GARRISON, TAMMY NAGEL
From: DEENA HALLACY
CC:
Date: AUGUST 8, 2012
Subject: *AGENDA ITEM: AUGUST 14TH, 2012*
KANSAS MODERATE INCOME HOUSING (MIH) REQUEST FOR PROPOSAL

The Kansas Housing Resources Corporation has released a Request for Proposal opportunity to communities to address housing issues. We received notice of the proposal at the end of July with a deadline date for submittal of August 31, 2012. This is a new opportunity.

Recently, the City of Pittsburg has been notified by USDA Rural Development that as of Sept. 30, the community will no longer qualify for USDA funds. USDA provides opportunities through various programs to individuals and communities. The local realtor association stated that the loss of the programs for homeownership will deeply affect their business and reduce the access to homeownership for many citizens in the community.

Staff is proposing the development of the block at 18th and Locust. The sanitary sewer line needs to be replaced and relocated to accommodate building houses on 8-10 of the lots available. The grant request also includes construction of an alley and the individual service lines to each home. We are proposing a local investment of \$75,000 towards a homebuyer program that would provide down payment and closing costs assistance for low to moderate income citizens who are currently working in the City of Pittsburg. We would also create a partnership with local lenders to identify and pre-qualify buyers. The local match will be provided through the Pittsburg Housing Fund (Presbyterian Church Fund). The MIH program allows us to apply for up to \$400,000.

The application is not complete at this time and we are asking that the City Commission approve submittal of the request for proposal with the information provided.

Please place this item on the agenda for August 14th, for City Commission review and approval to submit the application with the Mayor's signature on appropriate documents.



Kansas Moderate Income Housing (MIH) Request for Proposal

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Background

Kansas Housing Resources Corporation (KHRC) is a public corporation that administers federal and state housing programs on behalf of the State of Kansas. KHRC programs address single and multifamily housing development, homeowner rehabilitation, down payment assistance for first-time homebuyers, rental assistance and housing with supportive services. A summary of KHRC programs can be found at www.kshousingcorp.org.

In addition, KHRC administers the State Housing Trust Fund (SHTF), a statutorily created fund with the stated purpose of supporting housing programs and services. While limited in resources, KHRC has historically utilized the SHTF to provide loans and grants for affordable housing development.

Recently, Kansas communities and employers have stressed a growing need for affordable moderate income housing (MIH), defined for purposes of this RFP as housing generally for households between 60 and 150 percent of HUD's state non-metro area median income. Attachment A to this RFP details MIH income targeting based on number of household members. MIH is vital for economic development, yet difficult to achieve given that most federal housing programs serve a lower income bracket, and market supply is limited due to high development costs, low appraisals, tight lending conditions, and lack of investor interest.

In response to the increased need for moderate income housing, the Kansas Legislature passed and the Governor signed House Sub. For SB No. 294 (Bill). The Bill provided \$2 million to the SHTF for the purpose of administering and supporting housing programs, resulting in this MIH RFP. Depending on availability of funds, KHRC may supplement the state funds with up to \$750,000 in existing SHTF resources.

Administration

The primary contacts for MIH are:

Fred Bentley, Rental Division Director
E-mail: fbentley@kshousingcorp.org
Phone: 785-296-3724

James R. Behan, Director of Operations
E-mail: jrbehan@kshousingcorp.org
Phone: 785-296-8609

RFP Overview

Under the MIH RFP, KHRC expects to release up to \$2.75 million. **Under the legislation, KHRC shall only use the funds for loans or grants to cities or counties for infrastructure or housing development in rural areas.** Further definitions of these terms follow.

This RFP contains information on eligible applicants and activities, application procedures, award criteria, grant/loan structuring, and reporting and compliance monitoring requirements.

Eligible Applicants

To be eligible to apply for MIH funding under this RFP, applicants must be either an eligible city or county. For purposes of this RFP an eligible city is defined as any city incorporated in Kansas with a population under 60,000. An eligible county is defined as any county with a population of less than 60,000.

Applicant cities and counties may partner or contract with outside entities or individuals, including but not limited to public housing authorities, nonprofits, community housing development organizations, developers and local employers. Notwithstanding the preceding sentence, the applicant shall retain full responsibility for compliance with all RFP rules and requirements.

Eligible Activities

Under the MIH RFP, applicants may only use funds for: (1) infrastructure necessary to support housing; or (2) actual housing development, including acquisition of real property, new construction, modular or manufactured housing and/or rehabilitation of existing housing.

This RFP has been structured to allow maximum flexibility to applicants in developing proposed activities within the definitions laid out above. Applicants are encouraged to apply for projects with ties to economic development that leverage funds from both private and public sources, preferably for MIH needs.

Grants or loans will be limited to no more than \$400,000 per awardee. Applicants are encouraged to request funds in the form of loans over grants. KHRC will give priority to below market rate loans to ensure maximum impact of this RFP.

Application Process

The deadline to submit proposals under this RFP is the close of business on **Friday, August 31, 2012**. Applications should be sent to:

Moderate Income Housing RFP
Kansas Housing Resources
Corporation
611 S. Kansas Ave., Suite 300
Topeka, KS 66603

Applications must be received by KHRC by the August 31, 2012 deadline and will not be accepted in electronic format. Applicants may only submit one application, but may include more than one proposed activity, so long as the application lists the applicant's priorities.

Application Requirements

All applications shall include the following:

1. Executive Summary: *Provides overview of application;*
2. Housing Needs Statement: *Contains narrative describing housing needs of applicant's community and preferably includes specific housing numbers, type of housing desired, etc.;*

3. Capacity Statement: *Describes capacity of applicant to administer the funds, as well as addresses the capacity of any partner or contractor that will be utilized. Applicant must include a resolution from the applicant's governing body giving applicant the authority to apply for and participate in this RFP;*
 - a. *Comply with the accessibility standards identified in K.S.A. 58-1401, et seq; and*
 - b. *Meet the minimum standards of the 2006 International Energy Conservation Code or Energy Star Program.*

4. Use of Funds: *Describes the applicant's proposed eligible housing activities with the RFP funds;*
5. Community Support: *Demonstrates community support for the proposed eligible housing activities;*
6. Budget: *Provides estimated sources and uses of all funds, including any leveraged funds, needed for the proposed eligible housing activities;*
7. Leveraged Funds: *Provides a certification and supporting documentation of any leveraged funds committed in the application, including how in-kind labor or services have been calculated (see Leveraged Funds section for additional information); and*
8. Certifications: *Subject to exceptions for older buildings, if proposed eligible housing activities involves construction of residential dwellings, the application will include certifications that applicant will:*

KHRC reserves the right to request additional information as it deems necessary to evaluate the applications.

Leveraged Funds

To maximize the impact of this RFP, KHRC is giving priority to applications that leverage other sources of available funding, both private and public. KHRC will consider the applicant's actual contribution of funds or in-kind labor and services in evaluating the applications. KHRC will also consider leveraged funds realized through applicant's proposed partnerships.

For purposes of leveraged funds under this RFP, in-kind labor and services shall be calculated at an hourly rate of \$10.00 for unskilled labor and \$25.00 for professional or trade services.

Further, if an applicant uses funds for single family housing development or assistance, the applicant must implement a recapture provision. The recapture provision shall require the homeowner to repay a prorated amount of grant/loan funds to the applicant if the applicant sells the single family housing

within five years of its construction or rehabilitation.

RFP Award Process

Applications will be collected and evaluated by a review team of experienced KHRC program staff. Evaluation of applications will be based on criteria as described in Attachment B to this RFP – *Kansas Moderate Income Housing RFP Evaluation Criteria*.

The review team will make a recommendation for awards to KHRC's Loans and Grants Committee for approval.

KHRC will notify applicants on the results of their application by October 12, 2012. Unsuccessful applicants may appeal the decision to KHRC's Executive Director, who shall make the final decision.

Successful applicants will receive an award letter specifying any additional requirements deemed necessary by KHRC prior to receiving funds. Additional requirements may include but are not limited to: designs, evidence of site control, a Phase I Environmental Report, and/or a site visit by KHRC staff.

Award recipients will be required to sign an agreement prior to beginning any work, detailing the procedures and requirements for proceeding with the approved housing activity, requesting award funds, and reporting the use of awarded funds. The agreement will require that recipients use any income derived now or at a later time from their

housing activity solely for housing purposes.

If the awardee receives the funds in the form of a loan, KHRC will require a promissory note and mortgage securing any real property acquired or developed with the funds. The term of the loan is negotiable between the awardee and KHRC.

Project completion is expected within 12 months of the awardee receiving the funds. Prior to making any changes in the approved eligible housing activities during the course of the work, awardees must request written approval from KHRC.

Reporting Requirements

Awardees shall submit a monthly status report to KHRC until all funds have been spent. The status report details the use of funds to date, along with a self-assessment comparing that use with the recipient's proposed use from its original application to KHRC. The status report also includes an evaluation of the housing activities to date, the nature and reasons for any changes in the activities, and an evaluation of the use of funds.

When all funds have been used, awardees shall provide KHRC a final accounting of funds verified by an independent auditor, including the use of any income generated from the housing activities within 60 days of project completion.

Compliance Monitoring

KHRC will monitor an awardee's compliance with applicable requirements from this RFP, and any agreement entered into with KHRC under this RFP. All financial transactions of the cities or counties relevant to this RFP may be audited by KHRC, Legislative Post Audit, and other agencies or agents of the State of Kansas.

Attachment A

Moderate Income Housing Income Range

HUD's State Non-Metro AMI

	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons	9 Persons	10 Persons
150%	\$ 42,432	\$ 55,488	\$ 68,544	\$ 81,600	\$ 94,656	\$ 107,712	\$ 110,160	\$ 112,608	\$ 115,056	\$ 117,504
120%	\$ 33,946	\$ 44,390	\$ 54,835	\$ 65,280	\$ 75,725	\$ 86,170	\$ 88,128	\$ 90,086	\$ 92,045	\$ 94,003
100%	\$ 28,288	\$ 36,992	\$ 45,696	\$ 54,400	\$ 63,104	\$ 71,808	\$ 73,440	\$ 75,072	\$ 76,704	\$ 78,336
80%	\$ 22,630	\$ 29,594	\$ 36,557	\$ 43,520	\$ 50,483	\$ 57,446	\$ 58,752	\$ 60,058	\$ 61,363	\$ 62,669
60%	\$ 16,973	\$ 22,195	\$ 27,418	\$ 32,640	\$ 37,862	\$ 43,085	\$ 44,064	\$ 45,043	\$ 46,022	\$ 47,002

HUD's State Non-Metro AMI 54,400 effective December 1, 2011

ATTACHMENT B: KANSAS MODERATE INCOME HOUSING RFP EVALUATION CRITERIA

Applications for grant funds under the Kansas Moderate Income Housing (MIH) RFP will be evaluated based on the following criteria:

1. Need

- a. Ability to identify housing needs of applicant's community
- b. Urgency of housing need, i.e., areas of significant economic development
- c. Ability of applicant to address housing need with existing funds
- d. Community's response to housing need to date

- 2. Capacity:** Capacity of applicant (and applicant's partners or contractors, if applicable) to administer RFP funds, including resolution from governing body approving participation in RFP, history of applicant, organizational structure, and experience with similar grant/loan administration activities.

3. Use of Funds

- a. Specifically identified intended use of funds, including allocation of expenditures and expected outcomes
- b. Targets moderate income housing needs of community
- c. KHRC's analysis of impact of funds on housing, economic development, government, etc., in community

- 4. Community Support:** Ability to demonstrate community support

5. Leveraged Funds

- a. Specifically identifies and values sources of leveraged funds
- b. Proportion of leveraged funds as compared to RFP funds

- 6. Loans Over Grants:** Ability to request and utilize RFP funds in the form of loans (below market) over grants

7. Application

- a. Timeliness of application and responses to requests for follow-up information
- b. Thoroughness of application – application completed in its entirety, questions thoroughly answered, supporting documents submitted
- c. Ability to meet minimum RFP requirements
- d. If multiple proposed housing activities in application, applicant's priorities clearly stated

INTEROFFICE MEMORANDUM

To: DARON HALL, JON GARRISON, TAMMY NAGEL
From: DEENA HALLACY
CC:
Date: OCTOBER 16, 2012
Subject: **AGENDA ITEM: EMERGENCY SOLUTIONS GRANT (ESG) AWARD**

The City of Pittsburg was awarded \$156,156.00 for the purpose of Shelter Operations, Rapid Re-housing activities, and Street Outreach. Other funding included administration and the cost for the HMIS (a software package to report statistics to the State of Kansas). The City traditionally receives the grant on behalf of SEKCAP and passes the funds through to SEKCAP. This has been the arrangement since 1999 when the agency began supporting homelessness through the operations of the shelter.

The grant application requested funding in the amount of \$480,000 for an 18 month period of time through February 2014. The actual amount funded was \$152,000, not including the small amount of administration; \$4,156.00. Of the funded amount only \$70,000 of the \$152,000 was to go directly toward shelter costs. According to SEKCAP, the cost to operate a 24/7 shelter is \$302,687.00 for an 18 month period of time. With no guarantee that the additional funding needed is going to be available for the operation of the shelter, it appears that we must step back to reconsider the homeless activities in the community.

At this time, it is unclear what organizations will be partnering with the City of Pittsburg to administer the grant. There may be one agency or several this year. But the City is working towards identifying agencies who can deliver homeless programs to the community.

After much discussion with the State of Kansas, staff's recommendation is to accept the Emergency Solutions Grant. The City staff will partner with local agencies to assist those who face homelessness or are currently in a homeless crisis.

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, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 1st day of September 2012.

- 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.
- Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
- 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.
- 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.).
- 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 cancelled, 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 ADA, such violation shall constitute a breach of contract and the contract may be cancelled, 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.
- Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
- 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.
- Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
- 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.
- 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 of 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.
- Information:** No provision 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.
- The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

KANSAS  **HOUSING**
RESOURCES CORPORATION

September 20, 2012

RE: 2012 Emergency Solutions Grant Conditional Award Technical Submission

Dear ESG Recipient:

Attached you will find the following three documents:

- 1) Contractual Provision Attachment (DA 146a)
- 2) Grant Award Conditions
- 3) Detailed Budget Itemization

Following are the instructions for each document:

- 1) **Contractual Provisions Attachment** – Read, sign and return original, place copy in ESG file.
- 2) **Grant Award Conditions** – Read, sign and return original, place copy in ESG file.
- 3) **Detailed Budget Itemization** – **PLEASE TYPE THIS FORM.**
 - Fill in Grantee’s name and address (one for each sub-grantee), fill out **specific activities** under appropriate categories (refer to the application under activities if you have questions about what activities should go under what categories).
 - Put in dollar amount of funds beside each category, (not activity), and then total under “**TOTAL APPROVED ESG EXPENSES**”. Fill out dollar amount under appropriate Matching Funds section; make sure that your matching funds is the same as what was placed under “Local Matching Funds” on the “Notification of Grant Award”.
 - Have appropriate official sign and date form, make copy for your ESG file and return original to KHRC by Friday, October 5.

NOTE: Your conditional award is completed once you have completed ESG training and received the signed Notification of Grant Award from our office. The contract period for these funds will be September 1, 2012, to February 28, 2014.

611 S. Kansas Avenue, Suite 300 Topeka, KS 66603-3803 / (785) 296-5865 FAX (785) 296-8985

Grant Award Conditions
Kansas Emergency Solutions Grant Program

1. The Local Government must match the amount of the State's grant dollar-for-dollar, except for the "Local Government Administration" allocation. Matching funds must be provided *after* the date of the grant award to the grantee. If a hardship would occur in meeting the match, exemptions may be requested in writing.
2. The terms of the State's grant award, the required local match, and the Local Government's expenditure of grant funds are subject to Federal "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 24 CFR Part 85.
3. All ESG grantees must have signed the "Certification of Local Approval for Nonprofit Organizations" and the, "Local Unit of Government Emergency Solutions Grant Program FY2012 Certifications" contained in the Kansas Emergency Solutions Grant Application before any funds will be distributed.
4. The Local Government's requests for grant funds shall only be for reimbursement of activities, as specifically agreed to in the "Notification of Grant Award" and "Budget Itemization". Any request for changes must be submitted to the Kansas Housing Resources Corporation (Corporation) in writing.
5. When salaries are included in the State's grant award, concurrent with the first reimbursement of salaries, the local Government shall submit the name, title, beginning date, and qualifications of the employee(s).
6. The State will de-obligate and recapture from the Local Government, any unexpended grant funds after the ending date of grant award, unless an extension is agreed to for completion of activities specified in the "Notification of Grant Award" and "Budget Itemization."
7. The Local Government, and nonprofit organizations to which it distributes Emergency Solutions Grant funds, shall maintain program and fiscal records, and retain such records for a minimum of four years after completion of the State's Final Report to the U.S. Department of Housing and Urban Development or until completion of a State Audit Report.
8. 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 funds and the receipt of assistance under the ESG Program as may be necessary to make audits, examinations, excerpts, and transcripts.

Any contract or agreement entered into by the Grantee shall contain language comparable

to this section so as to assure access by authorized parties to the pertinent records of any subgrantee, contractor, or subcontractor.

9. The Local Government shall submit the Progress and Final Performance Report to the State, as required by the U.S. Department of Housing and Urban Development. The Local Government shall submit any other reports, containing such information, and at such times as may be required by the Kansas Housing Resources Corporation.
10. The Local Government and nonprofit organizations funded under this grant award, shall acknowledge support of the Kansas Housing Resources Corporation in all public relations materials describing local Emergency Solutions Grant activities.
11. Special Conditions: The specific provisions found in “Contractual Provisions Attachment” (Form DA-146a), attached hereto to be executed by parties to this agreement, and are hereby incorporated into this agreement and made a part hereof.

Signature

Date

Title

2012 KANSAS EMERGENCY SOLUTIONS GRANT PROGRAM

GRANT AGREEMENT between the CITY OF PITTSBURG, KANSAS & SEK-CAP, INC.

I. Grant Agreement

A. This grant agreement, hereinafter call "Agreement", is between the City of Pittsburg, hereinafter referred to as "City" or as " Grantee" and SEK-CAP, Inc., hereinafter referred to as "Subgrantee".

B. The entire Agreement between the City and Subgrantee shall encompass all rules and regulations of the Emergency Solutions Grant Program as required by the Kansas Housing Resources Corporation.

II. Authority

A. This Agreement is financed in part through a grant provided to the City by the Kansas Housing Resources Corporation through the Emergency Solutions Grant Program.

B. In the event of any changes in any applicable Federal regulations and/or law, this Agreement shall be deemed to be amended when required to comply with any law or regulation so amended.

III. Description of Activities

A. The Subgrantee agrees to perform, or cause to be performed the work specified in the Grant Application of the City (which is set forth in Exhibit "A" hereto, which by reference is incorporated herein and made a part hereof as if copied in length).

IV. Period of Performance and Commitment

A. The period of performance for all activities assisted by this Agreement shall commence on **September 1, 2012** and shall be completed on **February 28, 2014**, except those activities required for closeout.

V. Compensation

A. In consideration of the Subgrantee satisfactory performance of the work required under this Agreement and the Subgrantee compliance with the terms of this Agreement, the City shall provide the Subgrantee , **SEK-CAP, INC.**, Emergency Solutions Grant funds. Such funds shall be used by the Subgrantee in accordance with the Emergency Solutions Grant Guidelines.

B. It is expressly understood and agreed that in no event will the total program funds provided by the City exceed the sum of **\$156,156.00 (One Hundred Fifty Six Thousand and One Hundred Fifty-six dollars)**. Any additional funds required to complete the program activities set forth in the Agreement will be the responsibility of the Subgrantee. Subgrantee understands that this Agreement requires **matching funds in the amount of \$156,156.00** to come from other funding provided by the Subgrantee.

C. The Subgrantee understands that this Agreement is funded in whole by federal funds. In the unlikely event the federal funds supporting this Agreement become unavailable or are reduced, the City may terminate or amend this Agreement and will not be obligated to pay the Subgrantee from other local revenues.

D. The Subgrantee shall not anticipate future funding from the City beyond the duration of this Agreement and in no event shall this Agreement be construed as a commitment by the City to expend funds beyond the termination of this Agreement.

E. Any income derived from the grant must be retained for additional like activities by the City.

IV. Indemnification

The Subgrantee shall indemnify, defend, and hold harmless the City of Pittsburg and its officers and employees from any liabilities, claims, suits, judgments, and/or damages arising as a result of the performance of the obligation under this Agreement by the Subgrantee or any contractor, subcontractor, or persons. The liability of the Subgrantee under this Agreement shall continue after the termination of the agreement with respect to any liabilities, claims, suits, judgments, and damages resulting from acts occurring prior to termination of this Agreement.

VII. Obligations of Subgrantee

A. All of the activities required by this Agreement shall be performed by personnel of the Subgrantee or by third parties, (contractors, or subcontractors) under the direct supervision of the Subgrantee and in accordance with the terms of written contracts.

B. The Subgrantee shall remain fully obligated and liable under the provisions of this Agreement, notwithstanding its designation of any third party or parties for the undertaking of part or the entire program being assisted under this grant.

C. The terms of the Subgrantee grant award, the required local match, and the Subgrantee expenditure of grant funds are subject to Federal Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 24 CFR part 85.

D. The attached certifications in accordance with the Grant Award Conditions, Kansas Emergency Solutions Grant Program and Contractual Provisions Attachment referred to as "Exhibit B" shall be incorporated into this Agreement by reference and made a part hereof.

E. The Subgrantee's requests for grant funds shall be only for reimbursement of activities, as specifically agreed to in the Notification of Grant Award and Budget Itemization received by the Grantee, except that the State will release funds for Homeless Prevention activities in advance.

F. Funds for all activities must be drawn from the Grantee no later than **February 28, 2014** to allow the Grantee to comply with grant requirements to the State.

G. The Subgrantee shall maintain program and fiscal records, and retain such records for a minimum of three years after completion of the Grantee's Final Report to the State or until completion of the State's Audit Report.

H. Neither party to this agreement shall prohibit or prevent the Legislative Division of Post Audit from having access pursuant to K.S.A. 46-1101 et seq. to any records, documents, or other information confidential or otherwise regarding the execution and/or performance of this Agreement.

I. The Subgrantee shall submit the Quarterly Report to the City by the 3rd day of the month in which the report is due to allow the City to comply with State reporting requirements. The Subgrantee shall submit any other reports, containing such information and at such times as may be required by the City.

J. The Subgrantee funded under this grant award, shall acknowledge support of the Kansas Department of Commerce & Housing and the City in all public relations materials describing local Emergency Solutions Grant activities.

K. Special Conditions: The specific provisions found in the Contractual Provisions Attachment (Form DA-146a), attached hereto, is hereby incorporated into this agreement and made a part hereof.

VIII. Program Costs

A. At any time during the period of performance under this Agreement, the City may review all program costs incurred by the Subgrantee and all payments made to date. Upon such review the City shall disallow any items of expense which 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 Subgrantee of any such disallowance.

IX. Drawdown of Grant Funds

A. The Subgrantee shall be entitled to drawdown funds at the time the funds are actually needed for payment after the City's review and approval. Funds shall be disbursed to the Subgrantee in

equal amounts to their expenditure of match requirements. The City will disburse funds to Subgrantee only after receipt of funds from the State.

B. The Subgrantee shall establish procedures to insure that any funds set forth in IX (A) above, be expended within fifteen (15) days of receipt of the funds.

X. Financial Management

A. Subgrantee shall establish and maintain a system which assures effective control over and accountability for all funds used in the Emergency Solutions Grant program.

B. Subgrantees shall certify to the City that the financial system proposed for use shall meet the following standards:

1. Provision for accurate, current and complete disclosure of the financial status of the Emergency Solutions Grant Program.
2. Establishment of records of budgets and expenditures for each approved activity;
3. Demonstration of the sequence and status of receipts, obligations, disbursements and funds balance;
4. Provision of financial status reports.
5. Compliance with OMB Circular A-133 (Program audits of Subgrantees Who Receive Federal Assistance);
6. Consistency with generally accepted accounting principles as specified by the City of Pittsburg accounting principles.

XII. Monitoring and Reporting

A. The Subgrantee shall monitor the activities of the Emergency Solutions Grant Program to assure that all program requirements are being met.

B. The Subgrantee shall submit quarterly Program and Financial Reports to the City. The reporting periods consist of October/November/December; January/February/March; April/May/June; July/August/September. Quarterly Progress and Financial Reports are to be submitted to the City on or before the third day after the end of each quarter (Jan. 3, April 3, July 3, and September 3rd for the final report. A Quarterly Report shall be submitted for each quarter, or portion thereof, during the Period of Performance as provided in Section IV above.

C. From time to time, as requested in writing by the City, the Subgrantee shall submit such data and other information as the City may require.

D. Failure to report as required or to respond to requests for the data or information in a timely manner shall be grounds for suspension or termination of the Grant at the discretion of the City.

XIII. Record Keeping

A. The Subgrantee shall keep and maintain at a minimum, project records that demonstrate the project meets the requirements set forth in the funded application. (Exhibit A)

XVI. Program Closeout

A. Program closeout is the process by which the City determines that all applicable actions and all required work of the program including audit and resolution of audit finds have been completed and that there are no additional benefits likely to occur by continuation of program activities or costs. All findings from the City monitoring visits must be cleared prior to closeout.

B. Within 30 days of the final draw, the appropriate project completion report must be submitted to the City.

C. Program closeout will occur when all Subgrantee projects are closed, when audits for the appropriate time periods, if applicable, have been conducted and the audit reports have been submitted to the City.

XVII. Termination for convenience.

A. The City or Subgrantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the program would not produce beneficial results that are 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 the project is terminated before its completion, an amount equal to the Emergency Solutions Funds disbursed for the project must be paid by the subgrantee to the City. Such funds are due within 30 days of the date of project cancellation.

XVIII. Suspension or Termination-for-Cause

A. The City may suspend the grant, in whole or in part, at any time during the Grant Period, and upon reasonable notice to the Subgrantee, withhold further payments or prohibit the Subgrantee from incurring additional obligations of grant funds when it is determined that the Subgrantee has failed to substantially comply with the conditions of this Agreement. This will be done pending corrective action by the Subgrantee or a decision by the City to terminate the grant.

B. The City, after reasonable notice, may terminate the grant, in whole or in part, at any time during the Grant Period when it is determined that the Subgrantee has failed to substantially comply with the conditions of this Agreement. The City shall promptly notify the Subgrantee in writing, of the determination and the reasons for the termination, together with the effective date.

XIX. Audit Requirements

A. The Subgrantee shall arrange for the performance of annual financial/compliance audits of their organization. All audits must be performed by an independent qualified auditor following the requirements noted in 24 CFR Subtitle A, Subpart C-Post-Award Requirements under 84.21 Standards for Financial Management Systems. (Copy attached)

B. Subgrantees 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 City.

XX. Retention of and Access of Records.

A. Financial records, supporting documents, statistical records, and all other records pertinent to this program shall be retained for a period of three years from the date of final project closeout.

B. Authorized representatives of the City, the Kansas Dept. Of Commerce and Housing, 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, or property belonging to, or in use by, the Subgrantee pertaining to the administration of the grant and the receipt of assistance under the Emergency Solutions Grant Program as may be necessary to make audits, examination, excerpts, and transcripts.

XXI. Conflict of Interest

A. No member of the Governing Body, officer or employee of the Subgrantee, or its designee or agents, or any other person who exercises any functions or responsibilities with respect to the Emergency Solutions Grant assisted by this Agreement during his tenure or for one year thereafter, shall have any direct interest in any contract or subcontract, or the proceed thereof, for the work to be performed in connection with the program.

B. The Subgrantee shall incorporate or cause to be incorporated, in all third party agreements, a provision prohibiting such interest pursuant to the purpose of this section.

C. The Subgrantee shall not employ, nor shall permit any third party to employ any employee of the City of Pittsburg.

XXII. Equal Opportunity

Subgrantee shall conduct and administer the grant in conformity with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq., as amended), the Fair Housing Act (42 USC 3601-20), Age Discrimination Act of 1975 (42 USC 6107-07) and Section 504 of Rehabilitation Act of 1973 (29USC 794) and will affirmatively further fair housing.

XXIV. Revisions and Amendment and Approvals

A. The Subgrantee shall notify the City if, through the use of other funds, there is an intention to expend, 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 City reserves the right to require an amendment to this agreement if such is deemed necessary.

B. Amendments of the terms of this Agreement shall not become effective unless reduced to writing, numbered and signed by the Mayor of the City of Pittsburg or the duly authorized representative of the City.

Dated this _____ day of _____, 2012

CITY OF PITTSBURG

BY: _____
JOHN KETTERMAN, MAYOR

Attest:

TAMMY NAGEL, City Clerk

SEK-CAP, INC.

BY: _____
Steven V. Lohr – Executive Director

State of Kansas)
)
County of Crawford)

Subscribed and sworn to before me on this _____ **day of** _____, **2012**

Notary Public

My Commission Expires: _____
Solutions: Contract

EXHIBIT A

EMERGENCY SOLUTIONS GRANT APPLICATION

EXHIBIT B
CERTIFICATIONS

EXHIBIT C

CITY OF PITTSBURG HIRING PRACTICES

The City of Pittsburg is an Equal Opportunity Employer. It is the City's employment philosophy to hire and promote individuals based on ability to perform a particular job, as well as dependability and reliability once hired. At the same time, the philosophy is to provide for equal opportunity in hiring and promotion without regard to any individual's race, religion, sex, national origin, pregnancy or related medical condition, age, marital status, Vietnam Era Veterans and Qualified Special Disabled Veterans, or disability.

The City of Pittsburg hiring practices to be followed by Subgrantees is as follows:

1. A position description must be developed which explained the minimum qualifications for the job; The minimum qualifications must be job relation (i.e., must be skills, knowledge, or abilities which are required to do the job).
2. Any advertisement or posting notice must contain the phrase "Equal Opportunity Employer".
3. The City has a list of contact organizations which must receive notice of all vacancies. This group of contact persons is designed to reach large numbers of protected class members. This list will be made available to those organizations hiring personnel and utilizing Emergency Solutions Grant funds.
4. An advertisement may run for as short as one day. However, the vacancy must not close for a period of one week after the advertisement so that those persons recruited through outside advertising have an opportunity to apply.
5. A uniform application form should be utilized which is nondiscriminatory. The City has a number of sample forms which may be used for reference.
6. Once the applications have been collected they should be screened for all candidates who meet the minimal qualifications. Applicants who meet the minimal qualifications shall be selected based upon skills, knowledge, and abilities which directly relate to the performance of the job. Other factors which may be taken into consideration are past work experience (i.e., the length and quality of prior employment), duration of employment (i.e., the number of jobs held and the length of those employments), educational background if related to performance of the job advertised, and related factors specifically designated in the advertisement as pertinent to job selection. (For example, possession of a valid driver's license may be required).
7. Once the applications have been screened on job related criteria for a small number of applicants, a job interview should be conducted.
8. Based upon the job interview and written materials presented by the candidate, a selection should be made in a manner which relies on the ability to perform the job, rather than any personal qualities or characteristics which may be determined to be discriminatory.
9. A summary of all applicants and reasons for non-selection of each applicant not hired should be prepared after the selection has been made. This record of reasons for non-selection should be maintained for a period of no less than five years.

LIST OF CONTACT ORGANIZATIONS

Send notices for all vacancies to the following groups:

**CARVER LEAGUE
EEO OFFICER - PSU
JOB ASSISTANCE CENTER, FT. LEAVENWORTH
JOB SERVICE CENTER
KETCH, PARSONS
MT. HEBRON BAPTIST CHURCH
PLACEMENT OFFICE - PSU
SEK-CAP**

BUDGET ITEMIZATION
 KANSAS EMERGENCY SOLUTIONS GRANT PROGRAM
 KANSAS HOUSING RESOURCES CORPORATION

Grantee's Name	Grantee's Address
CITY OF PITTSBURG	201 W. 4 TH STREET PITTSBURG, KS 66762

APPROVED ESG EXPENSES

FOR

SEK-CAP CHOICES SHELTER

Name of Agency or Service Provider

STATE ESG FUNDS (See ESG Eligible Amount Activities.)

Street Outreach <i>(List standard sub items with planned expenses.)</i>	\$17,000.00
Emergency Shelter <i>(List standard sub items with planned expenses.)</i>	\$70,000.00
Homeless Prevention <i>(List standard sub items with planned expenses.)</i> ZERO	\$0.00
Rapid Re-Housing <i>(List standard sub items with planned expenses.)</i>	\$60,000.00
HMIS <i>(List standard sub items with planned expenses.)</i>	\$5,000.00
ADMINISTRATION	\$4,156.00
TOTAL APPROVED ESG EXPENSES	\$156,156.00

BUDGET ITEMIZATION

LOCAL MATCHING FUNDS

AMOUNT

Donated Materials or Buildings

Value of Lease

Staff Salaries

Volunteer Time

Other Non-ESG Sources

TOTAL MATCHING FUNDS

(Must equal Total Approved ESG Expenses.)

I, the undersigned, approve this Budget Itemization.

Financial Officer of Local Government Responsible for ESG Account

Signature

Date

Name: Jon Garrison

Title: Director of Finance, City of Pittsburgh

(620) 231-4100

(620) 232-1934

Area Code Telephone #

Area Code Fax #

EMERGENCY SOLUTIONS GRANT FACT SHEET
OCTOBER 9, 2012

Grant application was written by SEKCAP with the City of Pittsburg as the sponsor. Basically, the grant is awarded to Pittsburg and we can work with any entity to administer the grant.

- * Grant Request: Sent to the State of Kansas on July 26, 2012.
Grant covers an 18 month period through February, 2014
Amount of request: \$480,000:

Street Outreach	\$57,600
Shelter Operation	\$225,100
Homeless Prevention	\$62,190
Rapid Re-Housing	\$124,100
HMIS	\$11,100
Administration	2.5%

- * Grant conditionally awarded to the City on September 20, 2012.
Grant award: \$156,156

Street Outreach	\$17,000
Shelter Operation	\$70,000
Homeless Prevention	\$0
Rapid Re-Housing	\$60,000
HMIS	\$5,000
Administration	\$4,156

- * Deadline for notice to the State of Kansas for acceptance of the award was October 5th, 2012. An extension until the October 9th, 2012 Commission Meeting was granted.

- * Suggestion for this agenda item: Table the request to accept the ESG grant on October 9th, 2012 until October 23rd, 2012.

Reason #1: SEKCAP can only commit funding to the shelter operations and homeless services through March 31, 2013. So at this time, we cannot follow through with the homeless services through February of 2014.

Reason #2: There are no other alternatives in place to present to the Commission or the State at this time to provide homeless services using the Emergency Solution Grant funds through February 2014.

Reason #3: City must commit to match the grant dollar-for-dollar. SEKCAP has done this in the past because they have matched their cost of case management staffing, shelter manager costs and the cost of operations over and above what the grant covered.

- * Immediate Solution: A letter was sent to the State of Kansas asking them to provide the City until October 23rd for final decision. We will place the request for acceptance of the ESG award on the agenda for October 23, 2012.

Between now and the next meeting, staff will meet with local community partners to discuss other models available to provide homeless assistance in the community.

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1	66 TRUCK & FOREIGN SALVAGE	R	10/04/2012			169386		45.00
6595	AMAZON.COM	R	10/04/2012			169387		7,088.17
3516	CITY OF PITTSBURG	R	10/04/2012			169388		300.00
4263	COX COMMUNICATIONS	R	10/04/2012			169389		27.16
0225	KDOR	R	10/04/2012			169390		11,727.55
0175	REGISTER OF DEEDS	R	10/04/2012			169391		23.42
5589	VERIZON WIRELESS	R	10/04/2012			169392		1,251.15
4263	COX COMMUNICATIONS	R	10/05/2012			169394		1,595.24
3147	INTERNAL REVENUE SERVICE CENTE	R	10/05/2012			169396		153,251.37
3147	INTERNAL REVENUE SERVICE CENTE	R	10/05/2012			169397		692.42
6615	KYLE NEWPORT	R	10/05/2012			169398		9.66
0175	REGISTER OF DEEDS	R	10/05/2012			169399		12.00
1108	WESTAR ENERGY	R	10/05/2012			169400		77,748.01
1	BRAKER, JERRY	R	10/12/2012			169437		360.00
1	HOOVER, BILL	R	10/12/2012			169438		350.00
1	KIRKSEY, ROBIN	R	10/12/2012			169439		450.00
0175	REGISTER OF DEEDS	R	10/12/2012			169440		14.00
0175	REGISTER OF DEEDS	R	10/12/2012			169441		56.90
5589	VERIZON WIRELESS	R	10/12/2012			169442		4,166.54
5966	BOBCAT OF SPRINGFIELD	R	10/12/2012			169446		2,491.39
0497	CRAWFORD COUNTY DISTRICT COURT	R	10/15/2012			169449		36.00
6154	4 STATE MAINTENANCE SUPPLY INC	R	10/16/2012			169450		56.14

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2004	AIRE MASTER	R	10/16/2012			169451		45.45
5480	BITNER MOTORS	R	10/16/2012			169452		28.06
0154	BLUE CROSS & BLUE SHIELD	V	10/16/2012			169453		14,484.28
0154	BLUE CROSS & BLUE SHIELD							
0154	BLUE CROSS & BLUE SHIELD							
M-CHECK	BLUE CROSS & BLUE SHIELDVOIDED	V	10/16/2012			169453		14,484.28CR
0021	CUES	R	10/16/2012			169454		720.70
6960	DLP SERVICES INC	R	10/16/2012			169455		42.00
0118	FED EX	R	10/16/2012			169456		266.01
6358	FIRE X INC	R	10/16/2012			169457		15.75
6941	FORTILINE WATERWORKS	R	10/16/2012			169458		3,267.73
6935	FRANK'S TRANSMISSION	R	10/16/2012			169459		1,597.69
6656	KNIPP EQUIPMENT INC	R	10/16/2012			169460		583.00
6863	PITTSBURG STATE UNIVERSITY	R	10/16/2012			169461		575.00
5969	JOSEPH G POLLARD CO INC	R	10/16/2012			169462		962.50
6965	RUNNING AWARDS	R	10/16/2012			169463		238.50
6716	SID BOEDEKER SAFETY SHOE SERVI	R	10/16/2012			169464		92.99
6957	US BANK	R	10/16/2012			169465		210.44
2350	WASTE CORPORATION OF MISSOURI	R	10/16/2012			169466		738.52
6832	WICHITA STATE UNIVERSITY	R	10/16/2012			169467		199.00
0011	AMERICAN ELECTRIC INC	E	10/10/2012			999999		608.05
0022	DANKO EMERGENCY EQUIPMENT CO.	E	10/10/2012			999999		163.40
0046	ETTINGERS OFFICE SUPPLY	E	10/10/2012			999999		1,000.24

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0055	JOHN'S SPORT CENTER	E	10/10/2012			999999		273.92
0062	LINDSEY SOFTWARE SYSTEMS, INC.	E	10/10/2012			999999		795.00
0063	LOCKE WHOLESALE SUPPLY	E	10/10/2012			999999		646.80
0068	BROOKS PLUMBING LLC	E	10/10/2012			999999		98.90
0078	SUPERIOR LINEN SERVICE	E	10/10/2012			999999		101.94
0087	FORMS ONE	E	10/10/2012			999999		76.30
0088	D & H LEASING INC	E	10/10/2012			999999		397.99
0101	BUG-A-WAY INC	E	10/10/2012			999999		20.00
0105	PITTSBURG AUTOMOTIVE INC	E	10/10/2012			999999		2,292.00
0112	MARRONES INC	E	10/10/2012			999999		50.45
0117	THE MORNING SUN	E	10/10/2012			999999		209.45
0135	PITTSBURG AREA CHAMBER OF COMM	E	10/10/2012			999999		126.00
0142	HECKERT CONSTRUCTION CO INC	E	10/10/2012			999999		174.85
0145	BROADWAY LUMBER COMPANY, INC.	E	10/10/2012			999999		275.74
0154	BLUE CROSS & BLUE SHIELD	D	10/04/2012			999999		24,956.92
0154	BLUE CROSS & BLUE SHIELD	D	10/05/2012			999999		50,913.68
0154	BLUE CROSS & BLUE SHIELD	D	10/12/2012			999999		14,484.28
0163	O'REILLY AUTOMOTIVE INC	E	10/10/2012			999999		103.03
0194	KANSAS STATE TREASURER	E	10/10/2012			999999		5,083.50
0199	KIRKLAND WELDING SUPPLIES	E	10/10/2012			999999		171.78
0200	SHERWIN WILLIAMS COMPANY	E	10/10/2012			999999		592.40
0224	KDOR	D	10/04/2012			999999		1,918.38

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0224	KDOR	D	10/05/2012			999999		6,153.50
0224	KDOR	D	10/11/2012			999999		35.15
0272	BO'S 1 STOP INC	E	10/10/2012			999999		3,063.88
0276	JOE SMITH COMPANY, INC.	E	10/10/2012			999999		126.33
0278	LAWSON PRODUCTS INC	E	10/10/2012			999999		31.09
0286	R&R PRODUCTS INC	E	10/10/2012			999999		1,283.88
0289	TITLEIST	E	10/10/2012			999999		796.10
0294	COPY PRODUCTS INC	E	10/10/2012			999999		1,380.00
0306	CASTAGNO OIL CO INC	E	10/10/2012			999999		335.71
0329	O'MALLEY IMPLEMENT CO INC	E	10/10/2012			999999		64.18
0339	GENERAL MACHINERY	E	10/10/2012			999999		3,589.79
0375	CONVENIENT WATER COMPANY	E	10/10/2012			999999		25.00
0420	CONTINENTAL RESEARCH CORP	E	10/10/2012			999999		206.92
0431	SOUND TUNING	E	10/10/2012			999999		95.00
0504	LYNN PEAVEY COMPANY	E	10/10/2012			999999		107.70
0516	AMERICAN CONCRETE CO INC	E	10/10/2012			999999		488.50
0534	TYLER TECHNOLOGIES INC	E	10/10/2012			999999		390.00
0551	DATA FLOW	E	10/10/2012			999999		134.19
0583	DICKINSON INDUSTRIES INC	E	10/10/2012			999999		95.00
0585	MOLLE MC AUTOMOTIVE INC	E	10/10/2012			999999		44.94
0589	BERRY TRACTOR & EQUIPMENT	E	10/10/2012			999999		676.06
0597	MIDWEST MINERALS INC	E	10/10/2012			999999		67.63

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0627	BOETTCHER SUPPLY INC	E	10/10/2012			999999		512.90
0628	KC BOBCAT	E	10/10/2012			999999		1,729.17
0631	TRI-STATE BUILDING & SUPPLY CO	E	10/10/2012			999999		13,291.16
0709	BATES SALES COMPANY INC	E	10/10/2012			999999		305.69
0746	CDL ELECTRIC COMPANY INC	E	10/10/2012			999999		1,943.69
0823	TOUCHTON ELECTRIC INC	E	10/10/2012			999999		72.00
0837	BLACKBURN MANUFACTURING CO	E	10/10/2012			999999		97.17
0844	HY-FLO EQUIPMENT CO	E	10/10/2012			999999		62.78
0853	AMERICAN WATER WORKS ASSOC	E	10/10/2012			999999		170.00
0870	PENNINGTON SEED INC	E	10/10/2012			999999		2,760.00
0906	KINGSCOTE CHEMICALS INC	E	10/10/2012			999999		523.87
1030	FREDDY VAN'S INC	E	10/10/2012			999999		4,350.00
1075	COASTAL ENERGY CORP	E	10/10/2012			999999		14,535.12
1355	CONSOLIDATED PLASTIC CO INC	E	10/10/2012			999999		219.05
1478	KANSASLAND TIRE OF PITTSBURG	E	10/10/2012			999999		249.18
1490	ESTHERMAE TALENT	E	10/10/2012			999999		25.00
1617	KANSAS EMPLOYMENT SECURITY FUN	D	10/03/2012			999999		3,825.64
1631	EVERYTHING SEW SEW	E	10/10/2012			999999		39.00
2137	VAN WALL GROUP	E	10/10/2012			999999		541.90
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	10/10/2012			999999		973.56
2226	KEY EQUIPMENT & SUPPLY CO INC	E	10/10/2012			999999		102.06
2960	PACE ANALYTICAL SERVICES INC	E	10/10/2012			999999		2,748.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3338	SPLASH POOL & PATIO	E	10/10/2012			999999		321.96
3570	AMERICAN EXPRESS	D	10/04/2012			999999		183.64
3971	FASTENAL COMPANY	E	10/10/2012			999999		202.35
3972	WASHINGTON ELECTRONICS INC	E	10/10/2012			999999		4,277.50
4133	T.H. ROGERS HOMECENTER	E	10/10/2012			999999		216.88
4390	SPRINGFIELD JANITOR SUPPLY, IN	E	10/10/2012			999999		305.00
4618	TRESA NOYES	E	10/10/2012			999999		615.50
4621	JCI	E	10/10/2012			999999		75.76
4766	ACCURATE ENVIRONMENTAL	E	10/10/2012			999999		1,668.70
5049	CRH COFFEE INC	E	10/10/2012			999999		37.90
5185	FERGUSON ENTERPRISES INC (LENE	E	10/10/2012			999999		7,061.60
5275	US LIME COMPANY-ST CLAIR	E	10/10/2012			999999		3,855.20
5295	SPRINGFIELD BLUEPRINT	E	10/10/2012			999999		145.80
5302	EMEDCO	E	10/10/2012			999999		158.35
5552	NATIONAL SIGN CO INC	E	10/10/2012			999999		392.75
5558	MALLE SERVICE & SUPPLY	E	10/10/2012			999999		185.20
5677	BANK OF AMERICA	D	10/03/2012			999999		32.61
5690	CORGILL CONSTRUCTION INC	E	10/03/2012			999999		59,313.90
5733	MID-AMERICA PUMP	E	10/10/2012			999999		11,137.27
5855	SHRED-IT USA INC	E	10/10/2012			999999		99.36
5904	TASC	D	10/12/2012			999999		7,765.42
6117	ALEXANDER OPEN SYSTEMS INC	E	10/10/2012			999999		35.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6191	MARADETH FREDERICK	E	10/10/2012			999999		600.00
6230	THE MAZUREK LAW OFFICE LLC	E	10/10/2012			999999		561.00
6262	CLEAN THE UNIFORM COMPANY	E	10/10/2012			999999		363.24
6389	PROFESSIONAL TURF PRODUCTS LP	E	10/10/2012			999999		320.24
6498	BLUEGLOBES LLC	E	10/10/2012			999999		176.00
6508	JOHN H BAILEY	E	10/10/2012			999999		700.00
6577	GREENSPRO INC	E	10/10/2012			999999		390.00
6665	MIDWEST SWEEPERS AND SCRUBBERS	E	10/10/2012			999999		251.50
6761	GREEN MGMT LLC	E	10/10/2012			999999		1,106.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	38	285,819.74	0.00	271,335.46
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	10	110,269.22	0.00	110,269.22
EFT:	90	166,122.95	34.05CR	166,088.90
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	1 VOID DEBITS	0.00		
	VOID CREDITS	14,484.28CR	14,484.28CR	0.00

TOTAL ERRORS: 0

VENDOR SET: 99 BANK: 80144	TOTALS:	139	547,727.63	34.05CR	547,693.58
BANK: 80144	TOTALS:	139	547,727.63	34.05CR	547,693.58

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0011	AMERICAN ELECTRIC INC	E	10/05/2012			999999		262.19
0074	RUSSELL BELDEN ELECTRIC COMPAN	E	10/15/2012			999999		59.94
0075	RYAN'S DRIVE-THRU CLEANER	E	10/15/2012			999999		497.30
0088	D & H LEASING INC	E	10/15/2012			999999		36.88
0133	JIM RADELL CONSTRUCTION INC	E	10/05/2012			999999		17,734.87
0145	BROADWAY LUMBER COMPANY, INC.	E	10/15/2012			999999		98.81
0199	KIRKLAND WELDING SUPPLIES	E	10/05/2012			999999		76.60
0200	SHERWIN WILLIAMS COMPANY	E	10/15/2012			999999		1,017.56
0201	SPICER-ADAMS WELDING, INC.	E	10/15/2012			999999		86.00
0306	CASTAGNO OIL CO INC	E	10/05/2012			999999		149.12
0312	HACH COMPANY	E	10/05/2012			999999		718.80
0332	PITTCRAFT PRINTING	E	10/05/2012			999999		162.00
0478	VIETTI AUTO BODY INC	E	10/05/2012			999999		390.20
0577	KANSAS GAS SERVICE	E	10/15/2012			999999		7,711.50
0709	BATES SALES COMPANY INC	E	10/05/2012			999999		15.40
0806	JOHN L CUSSIMANIO	E	10/15/2012			999999		232.00
0866	AVFUEL CORPORATION	E	10/05/2012			999999		46,788.86
1243	WILLIAM A BEASLEY	E	10/05/2012			999999		17.36
1299	STRUKEL ELECTRIC INC	E	10/05/2012			999999		2,184.25
1478	KANSASLAND TIRE OF PITTSBURG	E	10/15/2012			999999		614.80
3272	DUNCAN HOUSING LLC	E	10/15/2012			999999		100.00
3971	FASTENAL COMPANY	E	10/05/2012			999999		30.60

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3971	FASTENAL COMPANY	E	10/15/2012			999999		250.17
4791	SPRINGSTED INCORPORATED	E	10/05/2012			999999		2,688.00
4970	ERIC VANCE	E	10/05/2012			999999		1,825.00
5482	JUSTIN HART	E	10/05/2012			999999		59.99
6309	TAMMY FRYE	E	10/05/2012			999999		400.00
6574	JOHN A BROOKS	E	10/15/2012			999999		485.82
6630	PATRICK WALKER	E	10/05/2012			999999		49.99

* * 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:	29	84,744.01	0.00	84,744.01
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:	29	84,744.01	0.00	84,744.01
BANK: EFT	TOTALS:		29	84,744.01	0.00	84,744.01

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0224	KDOR	D	10/12/2012			000000		13,487.57
0321	KP&F	D	10/12/2012			000000		36,814.84
0728	ICMA	D	10/12/2012			000000		1,486.23
1050	KPERS	D	10/12/2012			000000		27,830.33
3147	INTERNAL REVENUE SERVICE CENTE	D	10/12/2012			000000		65,878.57
6415	ING FINANCIAL ADVISORS	D	10/12/2012			000000		13,084.00
6627	AMERICAN FUNDS SERVICE COMPANY	D	10/12/2012			000000		230.77
0349	UNITED WAY OF CRAWFORD COUNTY	R	10/12/2012			169422		88.00
1503	FAMILY SUPPORT PAYMENT CENTER	R	10/12/2012			169423		209.28
2228	KANSAS PAYMENT CENTER	R	10/12/2012			169424		2,179.72
2577	OK CENTRALIZED SUPPORT REGISTR	R	10/12/2012			169425		130.97
6943	VALENTINE & ZIMMERMAN	R	10/12/2012			169426		241.52
0028	PAYROLL CLEARING	E	10/12/2012			999999		83,851.27

* * T O T A L S * *		NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:		5	2,849.49	0.00	2,849.49
HAND CHECKS:		0	0.00	0.00	0.00
DRAFTS:		7	158,812.31	0.00	158,812.31
EFT:		1	83,851.27	0.00	83,851.27
NON CHECKS:		0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS		0.00		
	VOID CREDITS		0.00	0.00	

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: PY	TOTALS:	13	245,513.07	0.00	245,513.07
BANK: PY	TOTALS:		13	245,513.07	0.00	245,513.07
REPORT TOTALS:			181	877,984.71	34.05CR	877,950.66

Passed and approved this 23rd day of October, 2012.

John Ketterman, Mayor

ATTEST:

Tammy Nagel, City Clerk