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ECONOMIC DEVELOPMENT SERVICES AGREEMENT -
Approval of an agreement between The Pittsburg Area
Chamber of Commerce and The City of Pittsburg in which the
Chamber will perform the services related to the location of
industry and manufacturing businesses in the City.

Chamber of Commerce Agreement. 37

CITY OF PITTSBURG, KANSAS
SPECIAL COMMISSION MEETING AGENDA
Tuesday, December 18, 2012
4:00 PM

A Special Meeting of the Pittsburg City Commission is called to be held at 4:00 p.m. on Tuesday, December 18th, 2012, in the City Commission Room, located in the Law Enforcement Center at 201 North Pine, specifically to (1) consider approval of the **Consent Agenda** consisting of (a) approve the minutes of the regular meeting of December 11th, 2012; (b) consider a subgrantee agreement with SEKCAP; (c) release the mortgage for property owned by MDI Limited Partnership #49; (d) approve the renewal of Cereal Malt Beverage license applications; (e) accept the donation of property located at 7th and Miles; (f) approve the placement of a street light fixture at 1916 John F. Kennedy Street; (g) award the bid for the annual purchase of unleaded gasoline and diesel fuel; and (h) approve the appropriation ordinance; (2) hold a **Public Hearing** regarding a 2012 budget amendment; and (3) **Consider** an Economic Development Services Agreement with the Pittsburg Area Chamber of Commerce.

CONSENT AGENDA:

- a. Approval of the December 11, 2012, City Commission Meeting minutes. 5-6
- b. Approval of the subgrantee agreement with SEKCAP, Inc. for funding from the State of Kansas through the Emergency Solutions Grant in the amount of \$156,156.00. 7-17
- c. Approval of staff recommendation to release the mortgage between MDI Limited Partnership #49 and the City of Pittsburg, Kansas, as the requirements set forth in City Resolution No. 1109, dated December 14, 2010, have been satisfied regarding the Stilwell Hotel and, if approved, authorize the Mayor to sign the Release of Mortgage on behalf of the City. 18-23
- d. Approval of the applications submitted by Snak Atak #5 (1101 East 4th Street), Horton's Pizza Plus (1601 East 4th Street), Pizza Hut (102 East Quincy), El Caballo de Oro, LLC (402 South Broadway) and Sodexo (302 East Cleveland) to sell Cereal Malt Beverages for the year 2013 and direct the City Clerk to issue the licenses.
- e. Approval of staff recommendation to accept the donation of property located on the Watco Trail at 7th & Miles by Debby Close to the Parks and Recreation Department and, if approved, direct the City Clerk to prepare a letter to Mrs. Close accepting the donation. 24-25
- f. Approval of the installation of one 70-watt high pressure sodium street light fixture at approximately 1916 John F. Kennedy Street at a cost of \$6.13 monthly (\$73.56 annually) and, if approved, authorize the Mayor to sign the modification order and submit it to Westar Energy. 26-27

CITY OF PITTSBURG, KANSAS
SPECIAL COMMISSION MEETING AGENDA
Tuesday, December 18, 2012
4:00 PM

- g. Approval of staff recommendation to award the bid for the annual purchase of unleaded gasoline and diesel fuel to Producers Cooperative Association, of Girard, Kansas, in the amount of \$0.004 per gallon above base price for both unleaded and diesel fuel and \$0.0775 per gallon above base price for the small fuel tanks located at various City facilities. 28-
29
- h. Approval of the Appropriation Ordinance for the period ending December 18, 2012, subject to the release of HUD expenditures when funds are received. **ROLL CALL VOTE.** 30-
35

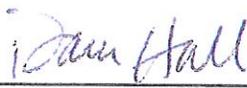
PUBLIC HEARING:

- a. 2012 BUDGET AMENDMENT - The City of Pittsburg advertised for a Public Hearing to be held on Tuesday, December 18, 2012, at 4:00 p.m. in the City Commission Room, located in the Law Enforcement Center, to hear and answer objections of taxpayers relating to the proposed amended use of funds in the 2012 budget. **Following Public Hearing, approve or disapprove amended use of funds.** 36

CONSIDER THE FOLLOWING:

- a. ECONOMIC DEVELOPMENT SERVICES AGREEMENT - Approval of an agreement between The Pittsburg Area Chamber of Commerce and The City of Pittsburg in which the Chamber will perform the services related to the location of industry and manufacturing businesses in the City. **Approve or disapprove agreement and, if approved, authorize the Mayor to sign the agreement on behalf of the City.** 37-
45

ADJOURNMENT



Daron Hall, City Manager

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
December 11th, 2012

A Regular Session of the Board of Commissioners was held at 5:30 p.m., Tuesday, December 11th, 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: Rudy Draper and Patrick O'Bryan. Commissioners Marty Beezley and Michael Gray were absent.

Pete Mayo of Via Christi provided the invocation.

Mayor Ketterman led the flag salute.

Commissioner Marty Beezley joined the meeting at 5:32 p.m.

PROCLAMATION – Mayor Ketterman proclaimed the Pittsburg Family YMCA as the official Christmas ornament for 2011-2012. Absent: Gray.

APPROVAL OF MINUTES – NOVEMBER 27th, 2012 – On motion of Beezley, seconded by O'Bryan, the Governing Body approved the November 27th, 2012, City Commission Meeting minutes as submitted. Motion carried. Absent: Gray.

CEREAL MALT BEVERAGE LICENSE RENEWALS – On motion of Beezley, seconded by O'Bryan, the Governing Body approved the applications submitted by Villa's Rodeo (908 East 4th Street), Dillons #108 (2600 North Broadway), Pitt Stop (902 South Joplin), and Pump N Pete's (1307 South Broadway) to sell Cereal Malt Beverages for the year 2013 and directed the City Clerk to issue the licenses. Motion carried. Absent: Gray.

DISPOSITION OF BIDS – UNLEADED GASOLINE AND DIESEL FUEL – On motion of Beezley, seconded by O'Bryan, the Governing Body approved staff recommendation to reject the bids received for the annual purchase of Unleaded Gasoline and Diesel Fuel and granted staff permission to revise the bid specifications to re-bid at a later date. Motion carried. Absent: Gray.

FORGIVABLE LOAN – STOCKADE BRANDS – On motion of Beezley, seconded by O'Bryan, the Governing Body granted the request submitted by Stockade Brands, Inc. to waive the final payment of their forgivable loan in the amount of \$22,083.35 and, authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried. Absent: Gray.

APPROPRIATION ORDINANCE – On motion of Beezley, seconded by O'Bryan, the Governing Body approved the Appropriation Ordinance for the period ending December 11th, 2012, subject to the release of HUD expenditures when funds are received, with the following roll call vote: Yea: Beezley, Draper, Ketterman, and O'Bryan. Motion carried. Absent: Gray.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
December 11th, 2012

CONDITIONAL USE REQUEST – On motion of O'Bryan, seconded by Draper, the Governing Body approved the Planning and Zoning Commission's recommendation to grant the request submitted by the City of Pittsburg for a Conditional Use under the provisions of Article 30 of the Pittsburg Zoning Ordinance to allow a 75' communications tower to be erected at the Wastewater Treatment Plant located at 1920 South Olive. Motion carried. Absent: Gray.

DISPOSITION OF BIDS – On motion of Beezley, seconded by O'Bryan, the Governing Body approved staff recommendation to award the bid for the Taylor Branch Sanitary Sewer Replacement Project (KWPCRF Project No. C20 1656 01) to the low bidder meeting specifications, Bennett, Inc., of Lamar, Missouri, in the amount of \$74,728.00 subject to KDHE approval and subject to the City securing the necessary permits, and authorized the Mayor to sign the contract documents once they are prepared. Motion carried. Absent: Gray.

CITIZEN'S ADVISORY BOARD APPOINTMENTS – On motion of Draper, seconded by O'Bryan, the Governing Body appointed Cheryl Mayo and Krista Smith to first three-year terms as members of the Citizen's Advisory Board effective January 1, 2013, and to expire December 31, 2015. Motion carried. Absent: Gray.

NON-AGENDA REPORTS AND REQUESTS: City Manager Daron Hall thanked Fire Chief Scott Crain and Director of Economic Development Mark Turnbull for their service and wished them well on their upcoming retirements.

CLEAN SWEEP - Commissioner Beezley reminded citizens to keep Pittsburg clean.

DECEMBER 18th COMMISSION MEETING - Mayor Ketterman announced that the Commission meeting scheduled for December 25th has been cancelled. A special session of the City Commission will be held on December 18th at 4:00 p.m.

ADJOURNMENT: On motion of Beezley, seconded by O'Bryan, the Governing Body adjourned the meeting at 5:42 p.m. Motion carried. Absent: Gray.

John Ketterman, Mayor

ATTEST:

Tammy Nagel, City Clerk



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

(620) 232-1210
www.pittks.org
FAX: (620) 232-1210

INTEROFFICE MEMORANDUM

To: DARON HALL, JAMIE CLARKSON, TAMMY NAGEL
From: DEENA HALLACY
CC:
Date: DECEMBER 11, 2012
Subject: *AGENDA ITEM: DECEMBER 18, 2012*
GRANT AGREEMENT WITH SEK-CAP FOR ESG

The City of Pittsburg was awarded \$156,156.00 in Emergency Solutions Grant funds from the Kansas Housing Resource Corporation for the 2012/2013 funding year.

Attached is a copy of the grant agreement with SEKCAP. The agreement sub-grants the funding from the ESG source to SEKCAP and includes funds for shelter operations, the Rapid Re-housing program, funds for the required software program and administration. The City does not retain the money coming from the State of Kansas through this grant. These funds simply transfer to SEKCAP as reimbursement upon their request.

The grant agreement is effective from September 1, 2012 through February 28, 2014 in order to cover any costs incurred by SEKCAP for that time period already passed and follows the time period for the grant.

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

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 (KHRC).

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).

B. The grant funding by activity are the following:

(i)	\$ 87,000.00	Emergency Shelter
(ii)	\$ 60,000.00	Rapid Re-housing
(iii)	\$ 5,000.00	HMIS
(iv)	\$ 4,156.00	Administration
	\$156,156.00	Total

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**, as provided in the grant application and approved by the ESG Program Manager, matching funds are provided through the value of the building utilized by 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 expenditure of grant funds, the required match, if any, and terms of the grant award are subject to Federal regulations governing Administration of Grants, 45 CFR Part 74, and Federal and State Statutes, Regulations and Policies of the administration of grants.

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 15th 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 Housing Resources Corporation (KHRC) 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, pursuant to the terms and requirements of the grant, 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. With the exception of the grant funding activity III. B. (i) (Emergency Shelter), funds shall be disbursed to the Subgrantee for activity expenditures occurring during the grant term commencing September 1, 2012. With regard to the grant funding activity for the Emergency Shelter (III. B. i.), commencing April 1, 2013, funds shall be disbursed to the Subgrantee in equal amounts for the months April, May, June, July, August, and September, 2013. 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, OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, and A-122, Cost Principles for Non-Profits.

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, 2012; January/February/March; April/May/June; July/August/September; and October/November/December, 2013; and January/February, 2014. Quarterly Progress and Financial Reports are to be submitted to the City on or before the fifteenth day after the end of each quarter (Jan. 15, April 15, July 15, October 15, January 15, and March 15th) 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. The City will de-obligate and recapture from the Subgrantee, 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."

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.

IX. 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 Housing Resources Corporation (KHRC), 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, 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

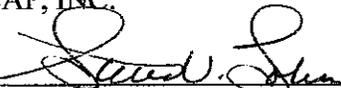
CITY OF PITTSBURG

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

Funding Considerations:

		2012						2013						2014									
		July	August	September	October	November	December	January	February	March	April	May	June	July	August	September	October	November	December	January	February		
Emergency Shelter	SEK-CAP has already paid of shelter operations through this un-funded period.																						
	Community Services Block Grant: SEK-CAP has allocated CSBG funds to support shelter operations through September 31, 2013. (@\$15,359/month, totaling \$107,513 Note: SEK-CAP secured United Way Funding to support the shelter, we will continue to apply those resources to Shelter Operations. Emergency Solutions Grant: The \$60,000 allocated through the ESG for Rapid Rehousing will be used as proposed in the grant application, for subsidies of rental and associated costs. The grant proposal was designed to assist 17 households; the award amount will only allow for assistance to 8.																						
Rental Subsidies																							
Rapid Rehousing	This program was not in existence prior to the City of Pittsburgh Accepting the ESG grant.																						
Case Management	Community Services Block Grant: As per the ESG Proposal, participants who receive Rapid-Rehousing assistance are required to participate in intensive case management. SEK-CAP has CSBG funds to support Case Manager who will accomplish this grant requirement for the 8 families receiving this subsidy.																						
Administration, HMIS, Volunteer Engagement, Community Coordination	Emergency Solutions Grant: The \$5,000 awarded to HMIS will be used as proposed in the grant application. The \$4,156 awarded as Administrative fees are used to coordinate the reporting procedures and draft the grant application. Community Services Block Grant: Outside of the ESG Administration, SEK-CAP provides community outreach and engagement activities for the shelter, including volunteer coordination and United Way participation.																						

RELEASE OF MORTGAGE

KNOW ALL PERSONS BY THESE PRESENTS, that The City of Pittsburg, Kansas, a municipal corporation, 201 W. 4th St., Pittsburg, KS 66762, hereby certifies that it is the owner and holder of that certain Mortgage dated June 12, 1996, made and executed by MDI Limited Partnership #49, a Kansas limited partnership, mortgagor, and recorded in the Office of the Register of Deeds of Crawford County, Kansas, in Miscellaneous Record 236 at page 193 on July 3, 1996, and covering the following described real estate situated in Crawford County, Kansas, to-wit:

Lots Numbered Two Hundred Sixty-five (265), Two Hundred Sixty-six (266), Two Hundred Sixty-seven (267) and Two Hundred Sixty-eight (268) in Block Number Four (4) in the "Town of Pittsburg" (now the City of Pittsburg, Crawford County, Kansas), according to the recorded Plat thereof.

EXCEPT that part of said Lot Number Two Hundred Sixty-five (265) bounded and described as follows:

Beginning at the Northeast corner of said Lot Number Two Hundred Sixty-five (265); thence South Eighteen feet and Two inches (18 feet 2 inches); thence West Thirty-six (36) feet; thence North Eighteen feet and Two inches (18 feet 2 inches); thence East Thirty-six (36) feet to the point of beginning.

and states for the record that said Promissory Note and Mortgage is paid, satisfied, released and discharged.

IN WITNESS WHEREOF, the said City of Pittsburg, Kansas has hereunto caused this Release of Mortgage to be signed on its behalf by its Mayor thereunto duly authorized so to do this _____ day of _____, 2012.

John Ketterman, Mayor, City of Pittsburg,
Kansas

ATTEST:

Tammy Nagel, City Clerk

STATE OF KANSAS, CRAWFORD COUNTY, SS.:

BE IT REMEMBERED, that on this _____ day of _____, 2012, before me, the undersigned, a Notary Public in and for the County and State aforesaid came John Ketterman, Mayor, and Tammy Nagel, City Clerk of the City of Pittsburg, Kansas, a municipal corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Kansas, who are personally known to me to be such officers and who are personally known to me to be the same persons who executed, as such officers, the within instrument of writing on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written.

Notary Public

My appointment expires:

Resolution No. 1109

A RESOLUTION OF THE CITY OF PITTSBURG, KANSAS PROVIDING ASSURANCES THAT THE CITY WILL FORGIVE AND FOREGO FURTHER PAYMENT FOR CERTAIN INDEBTEDNESS IF THE SOLE RESPONSIBLE PARTY IS STILWELL HERITAGE AND EDUCATIONAL FOUNDATION.

WHEREAS, the City of Pittsburg, Kansas (City) has loaned to MDI Limited Partnership #49, Metroplains Development, Inc. and Crosstonka I Corporation CDBG funds in the amount of \$285,000.00 for renovation of the Hotel Stilwell for affordable housing for low to moderate income persons, with a 30 year term at 3% interest, with payments of 1% interest beginning in year five after project completion (project completion meaning the completion of the remodeling and granting of an occupancy permit for the Hotel Stilwell), with the remaining 2% interest to accrue and be paid along with the principal in years 26 through 30; and

WHEREAS, Stilwell Heritage & Educational Foundation is a partner with Metroplains Development, Inc. and limited partner Crosstonka I Corporation, together the owners of the Hotel Stilwell; and

WHEREAS, the Stilwell Heritage & Educational Foundation has been granted certain options to purchase, first right of refusal, and credit against any purchase price pursuant to the partnership agreement; and

WHEREAS, the Stilwell Heritage & Educational Foundation has informed the City of Pittsburg, Kansas that the Stilwell Heritage & Educational Foundation intends to exercise an option to purchase the Hotel Stilwell wherein the Stilwell Heritage & Educational Foundation would become the sole owner of the Hotel Stilwell; and

WHEREAS, Stilwell Heritage & Educational Foundation has requested that the City of Pittsburg agree to forgive, release and forego any further payments by the Stilwell Heritage & Educational Foundation (which release would necessarily release any other borrower listed within the promissory note or other loan documents); and

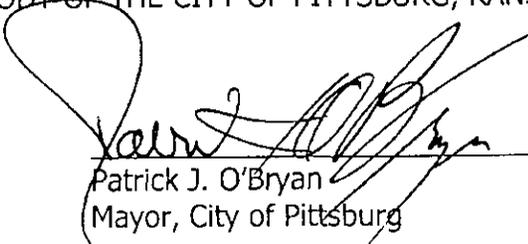
WHEREAS, the City of Pittsburg, Kansas desires to cooperate and assist the Stilwell Heritage & Educational Foundation with its sole acquisition of the Hotel Stilwell by forgiving, releasing and foregoing any further payments by the Stilwell Heritage & Educational Foundation should it become the sole owner of the property.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF PITTSBURG, KANSAS:

That upon the Stilwell Heritage & Educational Foundation becoming the sole owner free and clear of any claims of the present partners, and free and clear of any option to purchase, or any other future interest in the Hotel Stilwell by any other partner (excluding mortgagees):

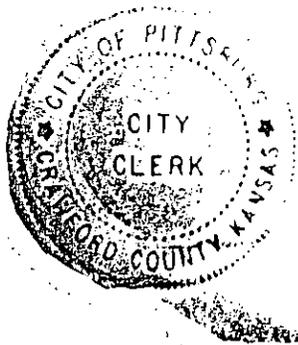
Section 1: The City agrees to release, quitclaim, forgive, and forego any further payments of the Stilwell Heritage & Educational Foundation and any other borrower listed therein in and to that certain Promissory Note entered into between the City of Pittsburg, Kansas, a municipal corporation, and MDI Limited Partnership #49, Metroplains Development, Inc. and Crosstonka I Corporation in the principal sum of \$285,000.00 and entered into June 12, 1996. Before forgiveness of the above stated indebtedness shall occur, the Stilwell Heritage & Educational Foundation shall provide sufficient proof to the City of Pittsburg, Kansas, such nature and extent of proof required to be in the sole discretion of the City of Pittsburg, Kansas, that the Stilwell Heritage & Educational Foundation has become the sole owner of the Stilwell Hotel free and clear of any claim of existing partners.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF PITTSBURG, KANSAS THIS 14TH DAY OF DECEMBER, 2010.


Patrick J. O'Bryan
Mayor, City of Pittsburg

ATTEST:


Tammy Nagel, City Clerk



Pursuant to K.S.A. 79-1437e, a real estate validation questionnaire is not required due to Exception No. _____



0603-0762

JEANETTE NEPOTE
CRAWFORD COUNTY REGISTER
GIRARD, KS

RECORDED ON 06/06/2012 10:23:25AM

INDEBT: 0.00
REC FEE: 8.00
TECH FEE: 4.00
TOTAL: \$12.00

PAGES: 2

Mailing Address: P. O. Box 1904
Pittsburg, KS 66762-1904

QUIT CLAIM DEED

This 24th day of May, 2012, MDI LIMITED PARTNERSHIP #49, a Kansas Limited Partnership, by METROPLAINS PROPERTIES, INC. (F/K/A METROPLAINS DEVELOPMENT, INC.), a Minnesota Corporation, its General Partner, Party of the First Part, quit claims to STILWELL HERITAGE AND EDUCATIONAL FOUNDATION, a Kansas Not For Profit Corporation, Party of the Second Part.

WITNESSETH, that said Party of the First Part, in consideration of the sum of One Dollar and no/100 (\$1.00) Dollar and other valuable considerations, the receipt of which is hereby acknowledged, does by these presents, grant, bargain, sell and convey unto said Party of the Second Part, the following described real estate in Crawford County, Kansas, to-wit:

Lots Numbered Two Hundred Sixty-five (265), Two Hundred Sixty-six (266), Two Hundred Sixty-seven (267) and Two Hundred Sixty-eight (268) in Block Number Four (4) in the "Town of Pittsburg" (now the City of Pittsburg, Kansas), according to the recorded Plat thereof.

EXCEPT that part of said Lot Two Hundred Sixty-five (265) bounded and described as follows:

Beginning at the Northeast Corner of said Lot Two Hundred Sixty-five (265); thence South Eighteen (18) feet and Two (2) inches; thence West Thirty-six (36) feet; thence North Eighteen (18) feet and Two (2) inches; thence East Thirty-six (36) feet to the point of beginning.

IN WITNESS WHEREOF, the said Party of the First Part has hereunto caused this deed to be signed on its behalf by its partner thereunto duly authorized so to do the day and year first above written.

MDI LIMITED PARTNERSHIP #49
By: Metroplains Properties, Inc., its General Partner

By: *Gary L. Stenson*
Gary L. Stenson, President

Loy Law Firm
PO Box B, Pittsburg 66762

STATE OF Minnesota, Ramsey COUNTY, SS.:

BE IT REMEMBERED, that on this 24th day of May, 2012, before me, the undersigned, a Notary Public in and for the County and State aforesaid came Gary L. Stenson, President of Metroplains Properties, Inc. (f/k/a Metroplains Development, Inc.), a Minnesota corporation, its general partner, and states that MDI Limited Partnership #49 is a limited liability company duly organized, incorporated and existing under and by virtue of the laws of the State of Kansas, and Gary L. Stenson is personally known to me to be such officer of the general partner and who is personally known to me to be the same person who executed, as such officer of the general partner the within instrument of writing on behalf of said partnership and such person duly acknowledged the execution of the same to be the act and deed of said limited liability partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written.

Gerri A Conway
Notary Public

My appointment expires: 1-31-2015



INTEROFFICE MEMORANDUM

To: Daron Hall, City Manager
From: Kim Vogel, Director of Parks and Recreation
CC: Tammy Nagel, City Clerk
Date: December 12, 2012
Subject: December 18, 2012 Agenda Item
7th & Miles Property Donation

Debby Close would like to donate land located along the Watco Trail on the south east corner of 7th and Miles to the City of Pittsburg. Mrs. Close would like to work with the Parks and Recreation Department to put up a historical marker on the trail which will show that the land was the past sight of a grocery store and Ray Close Beauty Supply & Co.

The Parks and Recreation Department already maintains several areas along the Watco Trail and adding this small piece of land will include very little extra work from us. It will give us the opportunity to assure that another stretch of land along the trail is properly maintained.

Mrs. Close would like a letter regarding the tax deductible donation of this property. A title search has been conducted by Pittsburg Title, LLC and it is clear.

In this regard would you please place an item on the December 18, 2012 agenda? Action necessary will be the approval/disapproval of accepting the land offered for donation on the south east corner of 7th & Miles. If approved please have Tammy Nagel, City Clerk, draft a letter of the donation to Mrs. Close, 926 N. Main, Pittsburg, KS.

If you have any questions please do not hesitate to call me at 620-230-5538.





DEPARTMENT OF PUBLIC WORKS

201 West 4th Street · Pittsburg KS 66762

(620) 231-4170

www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: TROY GRAHAM
Assistant Director of Public Works

DATE: December 7, 2012

SUBJECT: Agenda Item – December 18, 2012
Street Light Modifications

John Elkins, Property Manager for Mid-America Properties, has requested the City review street lighting along John F. Kennedy Street near the 1900 Block. He indicated that the street lighting in the 1900 Block is not evenly spaced and that this block is very dark near the mid-block area.

In reviewing this request, it was found that the existing street lights were clustered at both ends of the street and there were no street lights in the middle of the block. In this regard, City staff would recommend that a 70-watt high pressure sodium (HPS) street light fixture be placed at approximately 1916 John F. Kennedy. The cost of the new street light fixture will be \$6.13 monthly or \$73.56 annually.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, December 18, 2012. Action necessary will be approval or disapproval of this request and, if approved, authorize City staff to submit the necessary Modification Relating to Removals, Additions, or Substitutions in Street Light Equipment to Westar Energy.

Attachment: Map

cc: Tammy Nagel, City Clerk
Bill Beasley, Director of Public Works
Street Light File
Memo File

New Street Light: 1916 J.F.K.



1724 J.F. KENNEDY

1727 J.F. KENNEDY

1802 S OLIVE

1801 S OLIVE

0 UNOPENED STREET

1822 J.F. KENNEDY

1827 J.F. KENNEDY

1804 S OLIVE

1807 S OLIVE

Ford

401 W FORD

1902 J.F. KENNEDY

1901 J.F. KENNEDY

0 S OLIVE

1809 S OLIVE

403 W FORD

1904 J.F. KENNEDY

1901 J.F. KENNEDY

1810 S OLIVE

1906 J.F. KENNEDY

1905 J.F. KENNEDY

1814 S OLIVE

1908 J.F. KENNEDY

1907 J.F. KENNEDY

1816 S OLIVE

419 W FORD

1912 J.F. KENNEDY

1909 J.F. KENNEDY

J.F. Kennedy

New Street Light

220 W HUDSON

1914 J.F. KENNEDY

1917 J.F. KENNEDY

Hudson

1915 J.F. KENNEDY

0 S OLIVE

1920 J.F. KENNEDY

2005 J.F. KENNEDY

218 W HUDSON

0 ALLEY

1921 J.F. KENNEDY

2009 J.F. KENNEDY

69 Hwy

2008 J.F. KENNEDY

0 STATE ASSESSED

1920 S OLIVE

27



DEPARTMENT OF PUBLIC WORKS
201 West 4th Street · Pittsburg KS 66762

(620) 231-4170
www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: WILLIAM A. BEASLEY
Director of Public Works

DATE: December 12, 2012

SUBJECT: Agenda Item – December 18, 2012
DISPOSITION OF BIDS – Unleaded Gasoline and Diesel Fuel

Bids were received on Wednesday, December 12, 2012 for the purchase of Unleaded Gasoline and Diesel Fuel for the City for the period of January 1st to December 31st, 2013 (see attached bid tab sheet). The specifications were written to provide for a cost per gallon above the base price for Unleaded, Diesel and small fuel tanks located at various City facilities. It was the intention of the bid documents to provide for the cost per gallon for service and delivery above the cost of the fuel when delivery was accepted from the distributor.

After reviewing the bids received, the City staff is recommending that the bid be awarded to the low bidder, Producers Cooperative Association, of Girard, Kansas, with a cost above the base price of \$0.004 per gallon for both Unleaded and Diesel Fuel and \$0.0775 per gallon above the base price for the small fuel tanks. The accepted bid for 2011 was \$0.0075 per gallon above the distributor's cost for both Unleaded and Diesel Fuel and \$0.0975 per gallon above the distributor's cost for the small tanks.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, December 18, 2012. Action necessary will be approval or disapproval of staff's recommendation to award the bids to the low bidder as stipulated above.

Attachment: Bid Tab Sheet

cc: Tammy Nagel, City Clerk
Jacob Reagan
Bid File
Memo File



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

Tuesday, December 12th, 2012
2:00 p.m.

Name & Address of Bidder	Per Gallon above base price Unleaded 87 Octane	Per Gallon above base price #2 Diesel	Per Gallon above base price 3 small Unleaded Gasoline Tanks	Per Gallon above base price 3 small Diesel Tanks
Producers Coop 164 W. 640 Avenue - P.O. Box 323 Girard, Kansas 66743	\$0.004	\$0.004	\$0.0775	\$0.0775
Petroleum Traders Corporation 7120 Pointe Inverness Way Fort Wayne, Indiana 46804	\$0.057 +.2532 in total taxes	\$0.0601 +.2732 in total taxes	NO BID	NO BID

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	12/07/2012			169750		
C-CHECK	VOID CHECK	V	12/07/2012			169751		
C-CHECK	VOID CHECK	V	12/07/2012			169753		
C-CHECK	VOID CHECK	V	12/07/2012			169754		
C-CHECK	VOID CHECK	V	12/07/2012			169756		
C-CHECK	VOID CHECK	V	12/07/2012			169765		

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT	
REGULAR CHECKS:	0	0.00	0.00	0.00	
HAND CHECKS:	0	0.00	0.00	0.00	
DRAFTS:	0	0.00	0.00	0.00	
EFT:	0	0.00	0.00	0.00	
NON CHECKS:	0	0.00	0.00	0.00	
VOID CHECKS:	6				
VOID DEBITS		0.00			
VOID CREDITS		0.00	0.00		
TOTAL ERRORS:	0				
VENDOR SET: 99 BANK: *	TOTALS:	6	0.00	0.00	0.00
BANK: *	TOTALS:	6	0.00	0.00	0.00

VENDOR SET: 99 City of Pittsburg, KS
BANK: 80144 BMO HARRIS BANK
DATE RANGE:12/05/2012 THRU 12/11/2012

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0095	CRAWFORD COUNTY TREASURER	R	12/06/2012			169748		335.32
0523	AT&T	R	12/07/2012			169749		2,731.72
1616	CITY OF PITTSBURG	R	12/07/2012			169752		17,417.39
4263	COX COMMUNICATIONS	R	12/07/2012			169755		1,597.59
1	CRONISTER, MITZI ANN	R	12/07/2012			169757		349.80
6710	FAT DADDY'S FLAT TOP & GRILL	R	12/07/2012			169758		425.00
1790	IMSA	R	12/07/2012			169759		80.00
6944	KEN VAIL DIRT AND TURF	R	12/07/2012			169760		998.00
0175	REGISTER OF DEEDS	R	12/07/2012			169761		76.36
1	RUTH, JENNIFER	R	12/07/2012			169762		45.00
6957	US BANK	R	12/07/2012			169763		205.34
5589	VERIZON WIRELESS	R	12/07/2012			169764		1,651.66
1	WICHITA STATE UNIVERSITY	R	12/07/2012			169766		150.00
1	DEPT OF STATE	R	12/07/2012			169767		110.00
6381	ACME DOCK SPECIALTIES INC	R	12/11/2012			169781		74.77
2004	AIRE MASTER	R	12/11/2012			169782		15.45
6982	ATLAS ELECTRIC LLC	R	12/11/2012			169783		2,000.88
6981	B&B TECHNOLOGIES INC	R	12/11/2012			169784		121.34
6358	FIRE X INC	R	12/11/2012			169785		296.50
6923	HUGO'S INDUSTRIAL SUPPLY INC	R	12/11/2012			169786		178.30
6656	KNIPP EQUIPMENT INC	R	12/11/2012			169787		1,130.00
6984	MODERN MARKETING	R	12/11/2012			169788		162.30

VENDOR SET: 99 City of Pittsburg, KS
 BANK: 80144 BMO HARRIS BANK
 DATE RANGE: 12/05/2012 THRU 12/11/2012

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6308	PITTSBURG TITLE LLC	R	12/11/2012			169789		102.00
6979	TURFWERKS	R	12/11/2012			169790		1,458.62
6847	VOLVO RENTS INC	R	12/11/2012			169791		435.00
0154	BLUE CROSS & BLUE SHIELD	D	12/07/2012			999999		56,415.18
0224	KDOR	D	12/06/2012			999999		1,473.42
0224	KDOR	D	12/07/2012			999999		4,445.57
5904	TASC	D	12/07/2012			999999		7,711.25

* * T O T A L S * *

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	25	32,148.34	0.00	32,148.34
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	4	70,045.42	0.00	70,045.42
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99 BANK: 80144	TOTALS:	29	102,193.76	0.00	102,193.76
BANK: 80144	TOTALS:	29	102,193.76	0.00	102,193.76

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0075	RYAN'S DRIVE-THRU CLEANER	E	12/10/2012			999999		46.45
0194	KANSAS STATE TREASURER	E	12/10/2012			999999		4,835.40
0364	CRAWFORD COUNTY SHERIFF'S DEPA	E	12/10/2012			999999		3,556.00
0476	TRIAD ENVIRONMENTAL SERVICE	E	12/10/2012			999999		1,800.00
0631	TRI-STATE BUILDING & SUPPLY CO	E	12/11/2012			999999		344,664.00
0866	AVFUEL CORPORATION	E	12/10/2012			999999		28,297.92
1030	FREDDY VAN'S INC	E	12/10/2012			999999		3,500.00
2767	BRENNTAG SOUTHWEST, INC	E	12/10/2012			999999		1,680.00
3971	FASTENAL COMPANY	E	12/10/2012			999999		30.90
4354	LIFESTYLE LEASING INC	E	12/10/2012			999999		1,300.00
4618	TRESA NOYES	E	12/10/2012			999999		546.50
4970	ERIC VANCE	E	12/10/2012			999999		1,525.00
5482	JUSTIN HART	E	12/10/2012			999999		59.99
5690	CORGILL CONSTRUCTION INC	E	12/10/2012			999999		78,826.00
6130	T & K RENTALS LLC	E	12/10/2012			999999		200.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	15	470,868.16	0.00	470,868.16
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:	15	470,868.16	0.00	470,868.16
BANK: EFT TOTALS:	15	470,868.16	0.00	470,868.16

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0224	KDOR	D	12/07/2012			000000		14,898.83
0321	KP&F	D	12/07/2012			000000		35,742.46
0728	ICMA	D	12/07/2012			000000		1,486.23
1050	KPERS	D	12/07/2012			000000		31,132.46
3147	INTERNAL REVENUE SERVICE CENTE	D	12/07/2012			000000		72,816.11
6415	ING FINANCIAL ADVISORS	D	12/07/2012			000000		3,424.00
0349	UNITED WAY OF CRAWFORD COUNTY	R	12/07/2012			169742		88.00
1503	FAMILY SUPPORT PAYMENT CENTER	R	12/07/2012			169743		209.28
2228	KANSAS PAYMENT CENTER	R	12/07/2012			169744		2,481.32
2577	OK CENTRALIZED SUPPORT REGISTR	R	12/07/2012			169745		130.97
5371	PITTSBURG FAMILY YMCA	R	12/07/2012			169746		12.46
6943	VALENTINE & ZIMMERMAN	R	12/07/2012			169747		169.08
0028	PAYROLL CLEARING	E	12/07/2012			999999		83,114.01

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	6	3,091.11	0.00	3,091.11
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	6	159,500.09	0.00	159,500.09
EFT:	1	83,114.01	0.00	83,114.01
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: PY	TOTALS:	13	245,705.21	0.00	245,705.21
BANK: PY	TOTALS:		13	245,705.21	0.00	245,705.21
REPORT TOTALS:			63	818,767.13	0.00	818,767.13

Passed and approved this 18th day of December, 2012.

John Ketterman, Mayor

ATTEST:

Tammy Nagel, City Clerk



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

(620) 231-4100
www.pittks.org

Interoffice Memorandum

TO: Daron Hall, City Manager

FROM: Jamie Clarkson, Interim Finance Director

DATE: December 11, 2012

SUBJECT: Budget Hearing for Amending the 2012 Budget

The City of Pittsburg's 2012 Operating Budget needs to be amended to include the following:

- Special Alcohol Fund: increase budget from \$79,543 to \$138,706 which is an increase of \$59,163 to reflect DARE expenditures utilizing cash carry over from 2011.

cc: Tammy Nagel, City Clerk

ECONOMIC DEVELOPMENT SERVICES AGREEMENT

This Agreement between the Pittsburg Area Chamber of Commerce, a Kansas not-for-profit corporation, hereinafter referred to as the "Chamber," and the City of Pittsburg, Kansas, a Kansas municipal corporation, hereinafter referred to as the "City," is hereby entered into effective December 18, 2012.

WHEREAS, the City and the Chamber have historically cooperated to encourage industry and businesses by using the volunteer efforts of Chamber members; and,

WHEREAS, the volunteer members of the Chamber require additional support from the City to effectively attract businesses, industries and manufacturing concerns to the City, as well as promoting the expansion and growth of existing businesses and industries already located in the City; and,

WHEREAS, the Governing Body of the City desires to obtain necessary additional services related to the location of industry and manufacturing businesses in the City and surrounding areas; and,

WHEREAS, the Chamber, through its skilled and knowledgeable employees, is qualified and capable of performing the services related to the location of industry and manufacturing businesses in the City, and the continuation of mutually beneficial relationships with existing businesses and industries.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises contained herein, the parties agree as follows:

1. Retention of Chamber; Description of Services

- a. Effective as of the date of this Agreement, the City agrees to retain the Chamber and the Chamber agrees to perform and complete the services related to attracting industries and businesses to the City, and to promoting and assisting in the growth and expansion of existing businesses and industries, as generally described in the Scope of Work, attached as Exhibit A and incorporated by reference. The Scope of Work shall include services relating to the attraction and recruitment of businesses and industries of all types to locate and/or grow within the geographic boundaries of the City, as well as promoting and developing ongoing and substantial contacts with existing businesses located within the City.
- b. The City reserves the right to direct revision of the Scope of Work at the City's discretion, to the extent that such revisions are consistent with the intent of this Agreement and are agreeable with the Chamber.
- c. The term "Services" when used in this Agreement shall mean all services set forth in the Scope of Work. The Chamber shall not provide any additional services to the City as a part of this Agreement without the prior written consent of the City.

2. Chamber as Independent Contractor

The City shall retain the Chamber as an independent contractor, and the Chamber hereby accepts such independent contractor relationship, upon the terms and conditions set forth in this Agreement. The Chamber will perform consulting and advisory services on behalf of the City with respect to all matters relating to or affecting business and industrial recruitment and retention. The Chamber shall perform and discharge well and faithfully for the City such services during the term of this Agreement. The City shall provide the services of a part-time city employed administrative assistant to assist the Chamber President in the performance of administrative services under this Agreement, including but not limited to tracking loan payments, number of jobs created, and other financial information.

3. Compensation; Expenses

3.1 Fees

In full satisfaction for any and all services rendered by the Chamber for the City under this Agreement, as specified in Exhibit A, the City will pay the Chamber the total sum of Sixty Thousand and no/100 (\$60,000.00) Dollars annually, payable in equal monthly installments on or before the 5th day of each month on account of the prior month. If the initial term of this Agreement is for a term in excess of one year, then the City shall pay to the Chamber an amount for each month of the partial year equal to the monthly installment due for the first full year.

3.2 Expenses

Out of the fees specified in Section 3.1, the Chamber will pay any and all operating expenses and overhead costs for the Services it agrees to provide to the City, including payroll, withholding taxes, health insurance, and any and all other benefits it normally provides to its employees, in addition to regular and reasonable traveling operating expenses. The City shall pay for the development and production costs relating to marketing brochures and materials, website and Internet designs exclusively related to economic development, and any other advertising materials that the City and the Chamber shall agree are necessary for the Chamber to fulfill the terms of this Agreement. The City shall also pay directly to the vendors or other third parties those items listed on Exhibit B attached hereto and incorporated herein by reference, which may be amended from time to time by mutual consent of the parties.

3.3 Withholding; Benefits

All fees payable to the Chamber under this Agreement shall be made in full, and without any withholding, deduction, or offset of any state or federal withholding taxes, FICA, or income taxes, nor shall the City be obligated to pay any of Chamber's employees' taxes. The Chamber hereby agrees that it shall be solely responsible for all taxes, withholding, FICA, and other similar items (both employee and employer portions) with respect to all fees paid by the City under this Agreement, and agrees to indemnify and hold the City harmless with respect to such taxes and withholding. In addition, the Chamber, its employees or assigns, shall not be eligible for, nor participate in, or be entitled to compensation in lieu of any insurance, benefit, retirement, or other plan or program provided by the City to its employees.

4. Reporting to the City.

The Chamber President shall review and monitor the progress made by the Chamber on all aspects of the Services to be provided to the City, including specific contacts made with prospects, as well as with existing businesses and industries, and shall report the same no less than monthly to the City Manager in a confidential report. The City Manager may provide all or any part of this report to the City Commission. The Chamber President shall also participate in any meetings of the City Commission and/or City Staff that the City Manager deems necessary or expedient to promote the economic development activities of the City through this Agreement, and the City shall provide whenever practicable at least 48 hours' prior notice of any meeting or event requiring the attendance and participation of the Chamber. The Chamber President shall provide a report on the services provided by the Chamber under this Agreement to the City at least every other month during regularly scheduled meeting of the governing body.

5. Term and Termination.

The initial term of this agreement shall begin on December 18, 2012, and terminate on December 31, 2013, unless terminated earlier in accordance with this Agreement. If the City and the Chamber wish to extend the term of this Agreement, then they may do so by a written extension signed by representatives of both parties on or about June 30, 2013, and the same may be extended from year to year thereafter through December 31 of each year by a similar written extension.

Notwithstanding anything to the contrary in Section 5., the independent contractor relationship under this Agreement may be terminated by either party without cause upon six (6) months' prior written notice. The relationship under this Agreement may also be terminated upon thirty (30) days advance written notice if, the current Chamber President leaves the employ of the Chamber, or in the City's sole determination:

- (1) The Chamber has refused, failed, or is unable to render consulting services under this Agreement;
- (2) The Chamber has breached any of its other obligations under this Agreement; or
- (3) The Chamber has engaged or is engaging in conduct that in the City's sole determination is detrimental to the City.

If the independent contractor relationship is terminated for any of the reasons set forth in the preceding paragraph, the right of the Chamber to compensation set forth in Section 3 of this Agreement shall cease on the date of such termination, and the City shall have no further obligation to the Chamber under any of the provisions of this Agreement.

6. Confidential Information

(a) As used in this Agreement, the following words, terms, and phrases shall have the meanings set forth below:

(1) "Confidential Information" shall mean and include any and all information (as defined in this Agreement) of the following types, which may be provided by the City or a business or industrial prospect or existing Pittsburg business or industry to the Chamber as a part of its recruitment and development activities pursuant to this Agreement, to-wit: (a) business or financial information, financial statements, projections, business plans, or strategic or marketing plans, market studies, or analyses of prospects or existing businesses or corporations; (b) cost and expense information, pricing and discount information, gross or net profit margins, or analyses; (c) technical data, specifications, computer software (including both source code and object code or "executable" software), databases, and database designs; (d) processes, transactions, and transaction procedures; (e) production data, shop drawings, engineering studies or reports, feasibility studies or manufacturing studies, product specifications, identity of suppliers or terms of supply agreements or arrangements, production procedures, trade secrets, or secret or proprietary processes and formulae; (f) marketing and customer data (including, but not limited to, identity or demographic analyses of customers), focus group reports, "shopping" reports, and marketing or advertising studies; (g) terms, conditions, provisions, or obligations of any contracts or agreements to which a prospect is a party or to which any of its assets are subject, or the identity of any Person who is a party to any contract or agreement with a prospect; (h) site selections or review reports, site selection criteria, demographic analyses of or regarding any locations of prospects, the terms of any lease for any such retail outlet, or any summary thereof; (i) the identity of any employee of any prospect, and the compensation, benefits, or terms of employment of any such employee; and (j) such other information of or regarding a prospect that it actually maintains as confidential or proprietary; provided, however, that such information shall be deemed confidential only to the extent that it (1) has not been previously disclosed to the public, or (2) is not ascertainable from public or published information or trade sources, or (3) is not subsequently publicly disclosed (other than by a violation of this Agreement). Any Information that is marked or otherwise identified as "Confidential Information" at the time of Disclosure shall be presumed to be Confidential Information for the purposes of this Agreement.

(2) "Information" shall mean and include any data or information disclosed in the form of (a) any written information, reports, documents, books, notebooks, memoranda, charts, or graphs; (b) computer tapes, disks, CD-ROM, files, or other mechanical or electronic media; (c) oral statements, representations, or presentations; (d) audio, visual, or audio-visual materials or presentations, including audiotapes, videocassettes, laser discs, or CDs; and (e) any other documentary, written, magnetic, or other permanent or semi-permanent form.

(3) "Disclose" or "Disclosure" shall mean and include any delivery, transmittal, presentation, or representation of Information, by any Person to any other Person.

(4) "Person" shall mean and include any individual or natural person, corporation, trust, proprietorship, partnership, limited partnership, joint venture, limited liability company, limited liability partnership, or any other entity.

(b) The Chamber President agrees that confidential information regarding prospects seeking assistance through the City's Sales Tax Revolving Loan Fund (RLF) shall not be provided to nor shared with the Chamber Board of Directors unless such person is a current member of the City's Economic Development Advisory Committee. Further, the Chamber acknowledges and understands that all decisions in regard to the expenditure of RLF funds remains the sole and exclusive decision of the City's governing body.

(c) The Chamber, its employees, officers, directors, and assigns, agree to retain and maintain in strict confidence, and to require its agents, employees, independent contractors, and advisors to retain in confidence, any and all Confidential Information of any and all prospects which it may come into contact with. The Chamber agrees that, without the prior express written consent of the City or any of its business or industrial prospects, the Chamber shall not, either directly or indirectly, individually or in concert with others: (1) Disclose any such Confidential Information to any other Person; (2) use any such Confidential Information for the benefit of any Person other than the City; or (3) permit any Confidential Information to be Disclosed to or used by any Person other than the City.

(d) The Chamber expressly agrees and acknowledges that its obligations pursuant to this Section 6 shall continue, notwithstanding the expiration of this Agreement, the completion of the services, and/or any termination of this Agreement by either the City or the Chamber, so long as the Chamber, or any agent, employee, independent contractor, or advisor of the Chamber, has any knowledge, possession, or control of, or access to, any Confidential Information. Upon the completion of the services, or any other termination or expiration of this Agreement, for any reason, the Chamber shall, if required to do so by the City, promptly return to the City (without retaining copies, in any medium) any and all Confidential Information in the possession or control of the Chamber.

7. Assignment and Successors

The Chamber may not assign any of its rights or duties under this Agreement without the prior written consent of the City, which shall be at its sole discretion. The parties agree that this Agreement shall be binding upon the successors of each party and shall insure to the benefit of, and be enforceable by, such successors, and any officers or directors thereof.

8. Governing Law

The parties agree that this Agreement shall be governed by, and construed in accordance with, the laws of the State of Kansas.

9. Notices

Any notices to be given under this Agreement shall be in writing, sent by registered or certified mail, postage prepaid, return receipt requested, or by telegram or facsimile followed by a confirmation letter sent as provided above, addressed to such party as follows:

(a) Notices to the City:

City Manager
City of Pittsburg, Kansas
201 W. 4th Street
P. O. Box 688
Pittsburg, KS 66762

(b) Notices to the Chamber:

President
Pittsburg Area Chamber of Commerce
117 W. 4th Street
P. O. Box 1115
Pittsburg, KS 66762

Notices sent in accordance with this Section shall be deemed effective on the date of dispatch. Any changes in the information set forth in this Section shall be upon notice to the other party delivered in the manner set forth above.

10. Entire Agreement

This Agreement constitutes the entire understanding between the parties, and supersedes all prior agreements and negotiations, whether oral or written. There are no other agreements between the parties, except as set forth in this Agreement. No supplement, modification, waiver, or termination of this Agreement shall be binding unless in writing and executed by the parties to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement at Pittsburg, Kansas this 18th day of December, 2012.

CITY OF PITTSBURG, KANSAS:

By: _____
Mayor

PITTSBURG AREA CHAMBER OF COMMERCE:

By: _____
Chairman of the Board

EXHIBIT A
SCOPE OF WORK

EXHIBIT B

APPROVED PAYMENTS BY CITY

1. Joplin Regional Prosperity Summit: \$20,000.00
2. U. S. 69 Highway Association: \$5,000.00
3. Dues and Memberships in various regional and national economic development organizations