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Approval of the Appropriation Ordinance for the period ending October 14, 2014, subject to the release of HUD expenditures when funds are received.

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SECTION EIGHT (S8) HOUSING CHOICE VOUCHER (HCV) 2015 ADMINISTRATION PLAN AND 5 YEAR/ANNUAL PLAN - The City of Pittsburg advertised for a Public Hearing to be held on Tuesday, October 14, 2014, at the City Commission Meeting commencing at 5:30 p.m. for the purpose of reviewing and adopting the Section Eight (S8) Housing Choice Voucher (HCV) Administration Plan and as applicable, the 5 Year/Annual Plan, for compliance with all federal and local PHA policies in the administration of the S8 HCV program.

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CDBG GRANT REQUEST - The City of Pittsburg advertised for a Public Hearing to be held on Tuesday, October 14, 2014, at the City Commission Meeting commencing at 5:30 p.m. for the purpose of considering an application for a Community Development Block Grant (CDBG) in the amount of \$76,906.00 to fund 50% of a replacement vehicle for the Fire Department's current 1986 Squad 5 Brush Truck and, if approved, adopt Resolution No. 1160 certifying legal authority to apply for the 2015 Kansas Small Cities Community Development Block Grant Program and Resolution No. 1161 assuring the Kansas Department of Commerce that the funds will be continually provided for the operation and maintenance of the equipment to be financed with the grant funds, and approve and Agreement for Administrative Consulting Services and Statement of Assurances and Certifications.

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INFRASTRUCTURE IMPROVEMENTS - MILLERS - Consider the recommendation of the Economic Development Advisory Committee to allocate up to \$375,000 from the Revolving Loan Fund (RLF) to fund the widening of Stilwell Street east of the Miller's facility and improving the storm sewer serving the area.

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GAP FINANCING - STRAHAN ENTERPRISES, LLC - Consider the recommendation of the Economic Development Advisory Committee to provide \$70,000 in gap financing to Strahan Enterprises, LLC, to renovate the building located at 112 West 5th Street into an event venue.

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ATKINSON MUNICIPAL AIRPORT-REHABILITATE AIRFIELD LIGHTING AND NAVAIDS - Staff is requesting Governing Body approval of Change Order No. 1 decreasing the contract cost by \$209.50 making a new contract construction amount of \$356,638.25 and final payment in the amount of \$9,994.14 to Strukel Electric, Inc., of Girard, Kansas, for the Atkinson Municipal Airport, Rehabilitate Airfield Lighting and NAVAIDS, AIP Project No. 3-20-0069-014.

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2014 AUDITING CONTRACT - Consider staff request to retain the firm of Mize Houser & Company for the fiscal year 2014 City audit at a cost of \$33,500 with the option of auditing the City's financial statements for the two subsequent fiscal years.

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CITY BUDGETARY RESERVE POLICY - Consider staff recommendation to adopt a newly created City Budgetary Reserve Policy.

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**CITY OF PITTSBURG, KANSAS**  
**COMMISSION AGENDA**  
**Tuesday, October 14, 2014**  
**5:30 PM**

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**CALL TO ORDER BY THE MAYOR:**

- a. Invocation by Jay Gilchrist of Via Christi Hospital
- b. Flag Salute Led by the Mayor
- c. Proclamation - Project Warmth Day - Received by Lou Ann Colyer
- d. Proclamation - Pancreatic Cancer Awareness - Received by Micaela O'Bryan
- e. Public Input

**CONSENT AGENDA:**

- a. Approval of the September 23, 2014, City Commission Meeting minutes.
- b. Approval of Ordinance No. G-1209, amending Section 78-31 of the Code of the City of Pittsburg, Kansas, and providing for the protection and health, property and safety, and the regulation of traffic by adopting by reference the 2014 Edition of the "Standard Traffic Ordinances for Kansas Cities" as published by The League of Kansas Municipalities, save and except such parts or portions as supplemented, deleted or changed; and repealing Ordinance No. G-1182, on first and only reading, if the Governing Body concurs.
- c. Approval of Ordinance No. G-1210 amending Section 54-41 of the Code of the City of Pittsburg, Kansas, regulating certain public offenses within the corporate limits of the City of Pittsburg, Kansas, by adopting by reference the 2014 Edition of the "Uniform Public Offense Code for Kansas Cities" as published by the League of Kansas Municipalities, save and except such parts or portions as supplemented, deleted or changed; and repealing Ordinance No. G-1183, on first and only reading, if the Governing Body concurs.
- d. Approval of staff recommendation to award the bid for sandblasting and painting of the Pittsburg Aquatic Center to D.E.M. Enterprises, P.O. Box 16115, Wichita, Ks 67215 for the amount of \$76,448.00 and if approved authorize the Mayor to sign any necessary documents.

**CITY OF PITTSBURG, KANSAS**  
**COMMISSION AGENDA**  
**Tuesday, October 14, 2014**  
**5:30 PM**

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- e. Approval of the low bid submitted by CDL Electric, of Pittsburg, Kansas, to provide the annual maintenance for a 3-year period of twelve (12) generators located at various City facilities, on the basis of their low bid of \$3,636.48 per year, and authorization for the Mayor to sign the contract on behalf of the City once prepared.
- f. Approval of a Commercial Lease Agreement between the City of Pittsburg and the South Kansas & Oklahoma Railroad, Inc. for the north 30' of Lots 7 thru 40 of Block 1 of the Pittsburg Town Company's Fourth Addition, except any dedicated right-of-way for Grand Street, Smelter Street and Michigan Street, for the Hiking/Biking East-West Connector Link and, if approved, authorize the Mayor to sign the Lease Agreement on behalf of the City.
- g. Approval of the Quit Claim Deed and Development Agreement between the City of Pittsburg and Matt Hess for Lot #7 in the Lincoln Square Development and authorize the Mayor to sign the Agreement and Quit Claim Deed on behalf of the City.
- h. Approval of the application submitted by El Caballo de Oro to transfer the 2014 Cereal Malt Beverage License from their current location at 402 South Broadway to 111 North Pine Street and, if approved, authorize the City Clerk to issue the license.
- i. Approval of the Economic Development Advisory Committee's recommendation to add an additional \$9,000 to the \$60,000 loan to J & A Café of Kansas, dba Chatter's Restaurant, to accommodate enhanced fire suppression measures for their facility located at 2401 South Rouse and, if approved, authorize the Mayor to sign the appropriate documents on behalf of the City.
- j. Approval of the Appropriation Ordinance for the period ending October 14, 2014, subject to the release of HUD expenditures when funds are received.  
**ROLL CALL VOTE.**

**CITY OF PITTSBURG, KANSAS**  
**COMMISSION AGENDA**  
**Tuesday, October 14, 2014**  
**5:30 PM**

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**PUBLIC HEARINGS:**

- a. SECTION EIGHT (S8) HOUSING CHOICE VOUCHER (HCV) 2015 ADMINISTRATION PLAN AND 5 YEAR/ANNUAL PLAN - The City of Pittsburg advertised for a Public Hearing to be held on Tuesday, October 14, 2014, at the City Commission Meeting commencing at 5:30 p.m. for the purpose of reviewing and adopting the Section Eight (S8) Housing Choice Voucher (HCV) Administration Plan and as applicable, the 5 Year/Annual Plan, for compliance with all federal and local PHA policies in the administration of the S8 HCV program. **Following Public Hearing, consider the request and, if approved, adopt the Section Eight Housing Choice Voucher Administration Plan and the 5 Year/Annual Plan, and authorize the Mayor to sign the appropriate documents on behalf of the City.**
  
- b. CDBG GRANT REQUEST - The City of Pittsburg advertised for a Public Hearing to be held on Tuesday, October 14, 2014, at the City Commission Meeting commencing at 5:30 p.m. for the purpose of considering an application for a Community Development Block Grant (CDBG) in the amount of \$76,906.00 to fund 50% of a replacement vehicle for the Fire Department's current 1986 Squad 5 Brush Truck and, if approved, adopt Resolution No. 1160 certifying legal authority to apply for the 2015 Kansas Small Cities Community Development Block Grant Program and Resolution No. 1161 assuring the Kansas Department of Commerce that the funds will be continually provided for the operation and maintenance of the equipment to be financed with the grant funds, and approve and Agreement for Administrative Consulting Services and Statement of Assurances and Certifications. **Following Public Hearing, consider the request and, if approved, authorize the Mayor to sign the appropriate documents on behalf of the City.**

**SPECIAL PRESENTATION:**

- a. FIRE DEPARTMENT GEAR AND EQUIPMENT - Fire Department personnel will provide information on the SCBA and Bunker gear that was purchased as part of the Public Safety Sales Tax. **Receive for file.**

**CITY OF PITTSBURG, KANSAS**  
**COMMISSION AGENDA**  
**Tuesday, October 14, 2014**  
**5:30 PM**

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**CONSIDER THE FOLLOWING:**

- a. **INFRASTRUCTURE IMPROVEMENTS - MILLERS** - Consider the recommendation of the Economic Development Advisory Committee to allocate up to \$375,000 from the Revolving Loan Fund (RLF) to fund the widening of Stilwell Street east of the Miller's facility and improving the storm sewer serving the area. **Approve or disapprove recommendation and, if approved, authorize the Mayor to sign the necessary documents on behalf of the City.**
  
- b. **GAP FINANCING - STRAHAN ENTERPRISES, LLC** - Consider the recommendation of the Economic Development Advisory Committee to provide \$70,000 in gap financing to Strahan Enterprises, LLC, to renovate the building located at 112 West 5th Street into an event venue. **Approve or disapprove recommendation and, if approved, authorize the Mayor to sign the necessary documents on behalf of the City.**
  
- c. **ATKINSON MUNICIPAL AIRPORT-REHABILITATE AIRFIELD LIGHTING AND NAVAIDS** - Staff is requesting Governing Body approval of Change Order No. 1 decreasing the contract cost by \$209.50 making a new contract construction amount of \$356,638.25 and final payment in the amount of \$9,994.14 to Strukel Electric, Inc., of Girard, Kansas, for the Atkinson Municipal Airport, Rehabilitate Airfield Lighting and NAVAIDS, AIP Project No. 3-20-0069-014. **Approve or disapprove staff's request.**
  
- d. **2014 AUDITING CONTRACT** - Consider staff request to retain the firm of Mize Houser & Company for the fiscal year 2014 City audit at a cost of \$33,500 with the option of auditing the City's financial statements for the two subsequent fiscal years. **Approve or disapprove staff request and, if approved, authorize the Mayor to sign the appropriate documents on behalf of the City.**
  
- e. **CITY BUDGETARY RESERVE POLICY** - Consider staff recommendation to adopt a newly created City Budgetary Reserve Policy. **Approve or disapprove the newly created City Budgetary Reserve Policy and, if approved, authorize the Mayor to sign the Policy on behalf of the City.**

CITY OF PITTSBURG, KANSAS  
COMMISSION AGENDA  
Tuesday, October 14, 2014  
5:30 PM

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**NON-AGENDA REPORTS & REQUESTS:**

**EXECUTIVE SESSION:**

- a. EXECUTIVE SESSION - An Executive Session is necessary for preliminary discussions regarding the acquisition of real property. **Motion to recess into Executive Session for approximately 15 minutes for preliminary discussions regarding the acquisition of real property.**

**ADJOURNMENT**

Office of the Mayor  
CITY OF PITTSBURG, KANSAS

*Proclamation*

*Whereas:* Project Warmth is a community effort that has been in existence for 27 years; and

*Whereas:* On Thursday, October 16<sup>th</sup>, 2014, 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 to 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, Monica Murnan, Mayor of the City of Pittsburg, Kansas, do hereby proclaim Thursday, October 16<sup>th</sup>, 2014, as

**PROJECT WARMTH DAY IN PITTSBURG**

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

Dated this 14<sup>th</sup> day of October, 2014.

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

Office of the Mayor  
CITY OF PITTSBURG, KANSAS

*Proclamation*

*Whereas:* In 2014, an estimated 46,420 people will be diagnosed with pancreatic cancer in the United States and 39,500 will die from the disease. Approximately 370 of these deaths will occur in the State of Kansas; and

*Whereas:* Pancreatic cancer is currently the fourth leading cause of cancer death in the United States and is projected to become the second by 2020. Pancreatic cancer is the only major cancer with a five-year relative survival rate in the single digits, at just six percent. Seventy-three percent of pancreatic cancer patients die within the first year of their diagnosis while ninety-four percent of pancreatic cancer patients die within the first five years; and

*Whereas:* The Pancreatic Cancer Action Network is the national organization serving the pancreatic cancer community in Pittsburg, Kansas, and nationwide, through a comprehensive approach that includes public policy, research funding, patient services, and public awareness and education related to developing effective treatments and a cure for pancreatic cancer; and

*Whereas:* The Pancreatic Cancer Action Network and its affiliates in Pittsburg, Kansas, support those patients currently battling pancreatic cancer, as well as those who have lost their lives to the disease, and are committed to nothing less than finding a cure for this deadly cancer.

*Now, Therefore,* I, Monica Murnan, Mayor of the City of Pittsburg, Kansas, do hereby proclaim November, 2014, as

**PANCREATIC CANCER AWARENESS MONTH IN PITTSBURG**

Dated this 14<sup>th</sup> day of October, 2014.

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

OFFICIAL MINUTES  
OF THE MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
September 23<sup>rd</sup>, 2014

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A Regular Session of the Board of Commissioners was held at 5:30 p.m., Tuesday, September 23<sup>rd</sup>, 2014, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor Monica Murnan presiding and the following members present: Michael Gray, John Ketterman, Chuck Munsell, and Patrick O'Bryan.

Mark Chambers of the First United Methodist Church provided the invocation.

Mayor Murnan led the flag salute.

Mayor Murnan proclaimed September 22<sup>nd</sup> through September 28<sup>th</sup>, 2014, as Ella Buchanan week in Pittsburg.

APPROVAL OF MINUTES – SEPTEMBER 9<sup>TH</sup>, 2014 – On motion of Gray, seconded by Munsell, the Governing Body approved the minutes of the September 9<sup>th</sup>, 2014, City Commission Meeting as submitted. Motion carried.

CHANGE ORDER AND FINAL PAYMENT – STREET WIDENING PROJECT ON WEST SIDE OF HOMER STREET - On motion of Gray, seconded by Munsell, the Governing Body approved Change Order No. 1 reflecting an increase of \$12,605.40 making a new contract construction amount of \$81,667.40 and final payment in the amount of \$20,006.70 to RFB Construction Co., Inc., of Pittsburg, Kansas, for the Street Widening Project on the West Side of Homer Street North of Ford Street. Motion carried.

KDOT AGREEMENT – QUINCY STREET IMPROVEMENTS – On motion of Gray, seconded by Munsell, the Governing Body approved Agreement No. 474-14 between the Kansas Department of Transportation and the City of Pittsburg, Kansas, to reference the use of State funds in lieu of Federal funds for the Quincy Street Improvements Project, KDOT Project No. 19 U-2287-01, and authorized the Mayor and City Clerk to execute the Agreement on behalf of the City. Motion carried.

DISPOSITION OF BIDS – On motion of Gray, seconded by Munsell, the Governing Body approved the staff recommendation to award the bid for repairs to the last of the two clarifiers at the Wastewater Treatment Plant to Unique Metal Fabrications, Inc., of Pittsburg, Kansas, based on their low bid of \$142,000.00, and authorized the issuance of the necessary purchase requisition for this work. Motion carried.

LOAN PAYMENT FORGIVENESS – FIREWORKS LEASING, LLC – On motion of Gray, seconded by Munsell, the Governing Body approved the Economic Development Advisory Committee's recommendation for forgive the first loan payment from Fireworks Leasing, LLC, in the amount of \$247,471.25, as they have fully complied with the City's requirement for loan forgiveness, and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried.

OFFICIAL MINUTES  
OF THE MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
September 23<sup>rd</sup>, 2014

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APPROPRIATION ORDINANCE – On motion of Gray, seconded by Munsell, the Governing Body approved the Appropriation Ordinance for the period ending September 23<sup>rd</sup>, 2014, subject to the release of HUD expenditures when funds are received, with the following roll call vote: Yea: Gray, Ketterman, Munsell, Murnan and O’Bryan. Motion carried.

SPECIAL PRESENTATION – HOUSING NEEDS ASSESSMENT – Rachel Denton, of Novogradac & Company, LLP, presented the key findings from the recently completed Housing Needs Assessment.

City Manager Daron Hall informed the Governing Body that staff would begin reviewing the recommendations provided to determine the most critical goals for the City and would thereafter present their recommendations to the Governing Body at a future meeting.

NON-AGENDA REPORTS AND REQUESTS:

BI-MONTHLY BUDGET REPORT – Director of Finance Jamie Clarkson provided the Bi-Monthly Budget Report for period ending August 31<sup>st</sup>, 2014.

LOCAL PREFERENCE POLICY – City Manager Daron Hall reported the findings of a recent poll to determine if other cities have a Local Preference Policy. Of the 19 cities polled, 16 cities do not have a Local Preference Policy. Coffeyville, Pittsburg and Joplin are the only three cities to provide local preference. Pittsburg and Joplin both have a local preference of 3%, while Coffeyville has 5%.

KANSAS AVIATION EXPO – Director of Public Works William Beasley reported there would be 20 aircraft and 250 Eighth Grade students at the airport on Wednesday, September 24<sup>th</sup>, to participate in the Kansas Aviation Expo fly in.

FUEL SALES – On motion of Ketterman, seconded by O’Bryan, the Governing Body approved the request of the Public Works Department to sell fuel at the airport at cost to pilots participating in the Young Eagles/Airport Day event scheduled for October 11<sup>th</sup>. Motion carried.

STREET UPDATE - Director of Public Works William Beasley provided an update on current street projects.

- BROADWAY & 20<sup>TH</sup> INTERSECTION IMPROVEMENTS - Traffic has been switched from the east side to the west side of Broadway. Issues with property access are currently being reviewed with KDOT officials.

OFFICIAL MINUTES  
OF THE MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
September 23<sup>rd</sup>, 2014

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- KLINK RESURFACING, NORTH BROADWAY-11<sup>TH</sup> TO 19<sup>TH</sup> - The contractor has completed the milling, resurfacing and striping on North Broadway. They are currently placing concrete around the manholes and water valves to keep them in place and to prevent the creation of potholes.
- 2014 SALES TAX PROGRAM – JOPLIN HEIGHTS - Work has started in the Joplin Heights area (24<sup>th</sup> Street, 24<sup>th</sup> Street Terrace, 25<sup>th</sup> Street-Broadway to Joplin, and Locust-24<sup>th</sup> Street to 25<sup>th</sup> Street) repairing huge cracks in the asphalt before milling and repaving of the streets.
- LINCOLN SQUARES ADDITION - On Wednesday, City crews will begin pavement of the streets around the Lincoln Squares area.

Beasley stated that projects such as Joplin Heights and Lincoln Squares would not be possible without the street sales tax. The City is appreciative of the decision made by the citizens of Pittsburg to approve the street sales tax.

SEK ART FEST – Mayor Murnan read a note from SEK Art Fest thanking the City for its support.

ADJOURNMENT: On motion of O'Bryan, seconded by Munsell, the Governing Body adjourned the meeting at 6:54 p.m. Motion carried.

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Monica Murnan, Mayor

ATTEST:

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Joye VanGorden, Deputy City Clerk

**ORDINANCE NO. G-1209**

AN ORDINANCE amending Section 78-31 of the Code of the City of Pittsburg, Kansas, and providing for the protection of public health, property, and safety, and the regulation of traffic by adopting by reference the 2014 Edition of the “Standard Traffic Ordinance for Kansas Cities” as published by The League of Kansas Municipalities, save and except such parts or portions as supplemented, deleted or changed and repealing Ordinance No. G-1182.

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

Section 78-31 of the Code of the City of Pittsburg, Kansas, is hereby amended to read:

SECTION 1: For the purpose of regulating traffic within the corporate limits of the City of Pittsburg, Kansas, that certain Traffic Ordinance known as, “Standard Traffic Ordinance for Kansas Cities”, Edition of 2014, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, is incorporated herein by reference; except such parts as supplemented, deleted or changed by Sections 78-32 [Speed Limitations; Basic Rule], 78-33 [Maximum Speed Limits], 78-34 [Play Streets, Traffic Lanes, Right, Left & U-Turns at Intersections: Obedience to Parades & Processions, Driving through Procession, Use of Coasters, Roller Skates & Similar Devices Restricted], 78-35 [Traffic Infractions and Traffic Offenses], 78-36 [Penalty for Scheduled Fines], 78-37 [Designation of Crosswalks and Safety Zones], 78-38 [Parking of Vehicles and Farm Machinery] and 78-78 [Unlawful operation of a Micro Utility Truck] of the Code of the City of Pittsburg, Kansas. Not less than 3 copies of said Standard Traffic Ordinance shall be marked or stamped “Official Copy, as adopted by Ordinance No. G-1209”; with all sections or portions thereof intended to be omitted or changed clearly marked to show such change or omission and to which shall be attached a copy of this Ordinance and filed with City Clerk to be open for inspection and available to the public at all reasonable hours. The Police Department, Municipal Judge and all administrative departments of the City charged with the enforcement of the

Ordinance, shall be supplied, at the cost of the city, such number of official copies of such Standard Traffic Ordinance similarly marked as may be deemed expedient.

SECTION 2: Section 13 of the Standard Traffic Ordinance is also amended to read as follows:

**Sec. 13. Traffic-Control Signal Legend.** Whenever traffic is controlled by traffic-control signals exhibiting different colored lights, or colored lighted arrows, successively one at a time or in combination, only the colors green, red and yellow shall be used, except for special pedestrian signals carrying a word legend, and said lights shall indicate and apply to drivers of vehicles and pedestrians as follows:

(a) **Green Indication.**

- (1) Vehicular traffic facing a circular green signal may proceed straight through or turn right or left, unless a sign at such place prohibits either such turn; but vehicular traffic, including vehicles turning right or left, shall yield the right-of-way to other vehicles and to pedestrians lawfully within the intersection or an adjacent crosswalk at the time such signal is exhibited.
- (2) Vehicular traffic facing a green arrow signal, shown alone or in combination with another indication, may enter the intersection cautiously only to make the movement indicated by such arrow, or such other movement as is permitted by other indications shown at the same time. Such vehicular traffic shall yield the right-of-way to pedestrians lawfully within an adjacent crosswalk and to other traffic lawfully within an adjacent crosswalk and to other traffic lawfully using the intersection.
- (3) Unless otherwise provided by a pedestrian control signal, as provided in Section 14, pedestrians facing any green signal, except when the sole green signal is a turn arrow may proceed across the roadway within any marked or unmarked crosswalk.

(b) **Steady Yellow Indication.**

- (1) Vehicular traffic facing a steady circular yellow or yellow arrow signal is hereby warned that the related green movement is being terminated or that a red indication will be exhibited immediately thereafter when vehicular traffic shall not enter the intersection. Vehicular traffic shall stop before entering the intersection unless so close to the intersection that a stop cannot be made in safety.
- (2) Pedestrians facing a steady circular yellow or yellow arrow signal, unless otherwise directed by a pedestrian-control signal as provided in Section 14,

are thereby advised that there is insufficient time to cross the roadway before a red indication is shown and no pedestrian shall then start to cross the roadway.

(c) **Steady Red Indication.**

- (1) Vehicular traffic facing a steady circular red or red arrow signal alone shall stop at a clearly marked stop line, but if none, before entering the crosswalk on the near side of the intersection or if none, then before entering the intersection, and shall remain standing until an indication to proceed is shown, except as provided in paragraphs (2) and (3) of this subsection. Any turn provided for in said paragraph (2) and (3) shall be governed by the applicable provisions of Section 49 of this ordinance.
- (2) Unless a sign is in place prohibiting a turn, vehicular traffic facing a steady red signal may cautiously enter the intersection to make a right turn after stopping as required by paragraph (1) of this subsection. After stopping, the driver shall yield the right-of-way to any vehicle in the intersection or approaching on another roadway so closely as to constitute an immediate hazard during the time such driver is moving across or within the intersection or junction of roadways. Such vehicular traffic shall yield the right-of-way to pedestrians lawfully within an adjacent crosswalk and to other traffic lawfully using the intersection.
- (3) Unless a sign is in place prohibiting a turn, vehicular traffic upon a roadway restricted to one-way traffic facing a steady red signal at the intersection of such roadway with another roadway restricted to one-way traffic which is proceeding to the left of such vehicular traffic, may cautiously enter the intersection to make a left turn after stopping as required by paragraph (1) of this subsection. After stopping, the driver shall yield the right-of-way to any vehicle in the intersection or approaching on another roadway so closely as to constitute an immediate hazard during the time such driver is moving across or within the intersection or junction of roadways. Such vehicular traffic shall yield the right-of-way to pedestrians lawfully within an adjacent crosswalk and to other-traffic lawfully using the intersection.
- (4) Unless otherwise directed by a pedestrian-control signal as provided in Section 14, pedestrians facing a steady circular red or red arrow signal alone shall not enter the roadway.

- (d) In the event an official traffic-control signal is erected and maintained at a place other than an intersection, the provisions of this section shall be applicable except as to those provisions which by their nature can have no application. Any stop required shall be made at a sign or marking on the

pavement indicating where the stop shall be made, but in the absence of any such sign or marking the stop shall be made at the signal. (K.S.A. 8-1508)

SECTION 3: Ordinance No. G-1182 of the City of Pittsburg, Kansas, is hereby repealed.

SECTION 4: This ordinance shall take effect and be in force from and after its passage and publication in the official city paper.

PASSED AND APPROVED BY THE GOVERNING BODY OF PITTSBURG,  
KANSAS, this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Mayor – Monica Murnan

ATTEST:

\_\_\_\_\_  
Tammy Nagel, City Clerk

(SEAL)

**ORDINANCE NO. G-1210**

AN ORDINANCE amending Section 54-41 of the Code of the City of Pittsburg, Kansas, regulating certain public offenses within the corporate limits of the City of Pittsburg, Kansas, by adopting by reference the 2014 Edition of the “Uniform Public Offense Code for Kansas Cities” as published by The League of Kansas Municipalities, save and except such parts or portions as supplemented, deleted or changed; and repealing Ordinance No. G-1183. No fewer than three copies of said Uniform Public Offense Code shall be marked or stamped Official Copy as Adopted by Ordinance No. G-1210; with all sections or portions thereof intended to be omitted or changed clearly marked to show any such change or omission and to which shall be attached a copy of this Ordinance, and filed with City Clerk to be open to inspection and available to the public at all reasonable hours.

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

Section 1. Section 54-41 of the Code of the City of Pittsburg, Kansas, is hereby amended to read:

For the purpose of regulating certain public offenses within the corporate limits of the City of Pittsburg, Kansas, the 2014 Edition of the “Uniform Public Offense Code for Kansas Cities” prepared and published by The League of Kansas Municipalities is incorporated herein by reference save and except Sections 4.1, 10.5 and 10.6 which are amended by Sections 54-42, 54-43 and 54-44 of the Code of the City of Pittsburg, Kansas; amending Section 6.7.1 by making the violation thereof a Class B rather than a Class A violation; and the following sections which are hereby deleted: 5.2 (Furnishing Alcoholic Liquor or Cereal Malt Beverage to a Minor); 5.6 (Purchase or Possession of Cigarettes or Tobacco Products by a Minor); 5.7 (Selling, Giving or Furnishing Cigarettes or Tobacco Products to a Minor); 5.8 (Purchase, Consumption or Possession of Alcoholic Liquor or Cereal Malt Beverage by a Minor); 6.14 (Unlawful Deposits in Sewers); 6.18 (Motor Vehicle Dealers; Selling Motor Vehicle Without a License); 6.19 (Equity Skimming); 7.6 (Performance of Unauthorized Official Act); 7.7 (Simulating Legal Process); 7.10 (False Signing of Petition); 7.14 (Electioneering); 8.1 (Denial of Civil Rights); 10.13 (Barbed Wire); 10.14

(Operation of a Motor Boat or Sailboat); 10.19 (Sale of Medicines and Drugs Through Vending Machines); 11.8 (Gambling); 11.9 (Permitting Premises to be Used for Commercial Gambling); and 11.10 (Possession of a Gambling Device).

Section 2: Ordinance No. G-1183 of the City of Pittsburg is hereby repealed.

Section 3: This Ordinance shall become effective following its passage and publication in the City's official newspaper.

PASSED AND APPROVED BY THE GOVERNING BODY OF PITTSBURG, KANSAS,  
this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Mayor – Monica Murnan

ATTEST:

\_\_\_\_\_  
Tammy Nagel, City Clerk

(SEAL)

## INTEROFFICE MEMORANDUM

To: Daron Hall, City Manager

From: Kim Vogel, Director of Parks and Recreation

CC: Tammy Nagel, City Clerk

Date: October 8, 2014

Subject: October 14, 2014 City Commission Meeting Agenda Item  
Sandblasting & Painting of Pittsburg Aquatic Center

---

The City of Pittsburg Department of Parks and Recreation has received bids for Sandblasting and Painting of the Pittsburg Aquatic Center. The Engineers Estimate for this project was \$100,000 and the City has issued bonds for this amount.

Five bids were received for the project and all bidders met specifications. Bid totals were as follows: Bussey's Painting, Inc. - \$140,880.00; Cunningham Sandblasting & Painting Co., Inc. - \$103,494.00; KC Klean LLC - \$90,465.00; Yake! Painting Company - \$76,625.00; and D.E.M. Enterprises - \$76,448.00. The low bidder for the project was D.E.M. Enterprises, P.O. Box 16115, Wichita, KS 67216. References have been checked for this vendor and no issues were discovered with previous work performed. A copy of the bid tab sheet is attached for review.

In this regard, would you please place an item on the agenda for the City Commission meeting scheduled for Tuesday, October 14, 2014. Staff is recommending the acceptance of the bid from D.E.M. Enterprises of Wichita, KS in the amount of \$76,448.00. Action necessary will be to approve or disapprove the bid, and if approved, authorize the Mayor to sign any necessary documents.

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

<b>BID TABULATION</b> AQUATIC CENTER BRUSH BLASTING, PRIMING AND PAINTING MAIN POOL, WADING POOL AND LAZY RIVER		Cunningham Sandblasting & Painting Co., Inc. 5960 SE Beasley Road Riverton, KS 66770	D.E.M. Enterprises P.O. Box 16115 Wichita, KS 67216	Bussey's Painting, Inc. 20977 Mallard Drive Neosho, MO 64850-8505
ENGINEER'S ESTIMATE - \$100,000.00				
BASE BID - BRUSH BLASTING, PRIMING AND PAINTING		\$ 88,644.00	\$ 71,548.00	\$ 131,120.00
ADD ALTERNATE 1 - 2-YEAR SERVICE PLAN		\$ 5,400.00	\$ 3,100.00	\$ 6,800.00
ADD ALTERNATE 2 - LAYOUT AND INSTALLATION OF PAINTED BLACK SWIMMING LANE LINES		\$ 9,450.00	\$ 1,800.00	\$ 2,960.00
TOTAL		\$ 103,494.00	\$ 76,448.00	\$ 140,880.00

<b>BID TABULATION</b> AQUATIC CENTER BRUSH BLASTING, PRIMING AND PAINTING MAIN POOL, WADING POOL AND LAZY RIVER		KC Clean LLC 14345 Nieman Road Overland Park, KS 66221	Yakel Painting Company P.O. Box 48 El Dorado Springs, MO 64744	
ENGINEER'S ESTIMATE - \$100,000.00				
BASE BID - BRUSH BLASTING, PRIMING AND PAINTING		\$ 84,465.00	\$ 71,840.00	
ADD ALTERNATE 1 - 2-YEAR SERVICE PLAN		\$ 1,000.00	\$ 4,000.00	
ADD ALTERNATE 2 - LAYOUT AND INSTALLATION OF PAINTED BLACK SWIMMING LANE LINES		\$ 5,000.00	\$ 785.00	
TOTAL		\$ 90,465.00	\$ 76,625.00	



DEPARTMENT OF PUBLIC WORKS

201 West 4<sup>th</sup> Street · Pittsburg KS 66762

(620) 231-4170

www.pittks.org

## Interoffice Memorandum

**TO:** DARON HALL  
City Manager

**FROM:** WILLIAM A. BEASLEY  
Director of Public Works

**DATE:** October 7, 2014

**SUBJECT:** Agenda Item – October 14, 2014  
Disposition of Bids – Generator Maintenance

---

The City of Pittsburg received bids on Tuesday, October 7, 2014 for the maintenance of 12 generators located at various City facilities (see attached bid tab sheet). CDL Electric is the apparent low bidder with a bid of \$3,636.48 per year. The bids are based on annual reviews of the generators for a 3-year period.

The City staff had included a request to perform maintenance on the Water Treatment Plant's new generator in speculation that it would need to be done in the near future. After releasing the bid documents, it was determined that the current warranty for the new generator will exceed the 3-year period. Therefore, we will not accept any of the add alternates.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, October 14, 2014. Action necessary will be to approve or disapprove awarding the bid to CDL Electric and, if approved, authorize staff to enter into a contract.

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

Attachment: Bid Tab Sheet



**Recapitulation of Bids Received  
for Generator Maintenance**

**Tuesday, October 7<sup>th</sup>, 2014 – 2:00 p.m.**

NAME & ADDRESS OF BIDDER	BID AMOUNT
CDL Electric 201 North Joplin Pittsburg, Kansas 66762	\$3,636.48  No Bid on Add Alternate
Route 66 Electric, LLC 748 South Malang Road Joplin, Missouri 64804	\$6,100.00  No Bid on Add Alternate
Cummins Central Power, LLC 4915 East 32 <sup>nd</sup> Street Joplin, Missouri 64804	\$8,900.00  \$1,700.00 Add Alternate
Central Power Systems and Services, Inc. 1900 Plumbers Way Liberty, Missouri 64068	\$8,000.00  \$2,375.00 Add Alternate
Altudyne Power Systems, LLC 660 Steele Street El Cajon, California 92020	\$7,640.00  \$880.00 Add Alternate
Clifford Power Systems 9310 East 46 <sup>th</sup> Street North Tulsa, Oklahoma 74117	\$9,573.00  \$3,167.00 Add Alternate



DEPARTMENT OF PUBLIC WORKS

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## Interoffice Memorandum

**TO:** DARON HALL  
City Manager

**FROM:** WILLIAM A. BEASLEY  
Director of Public Works

**DATE:** October 7, 2014

**SUBJECT:** Agenda Item – October 14, 2014  
South Kansas and Oklahoma Railroad, Inc.  
Commercial Lease Agreement

---

Attached you will find an agreement between the South Kansas and Oklahoma Railroad, Inc. and the City of Pittsburg for the lease of land adjacent to 12<sup>th</sup> Street to construct the Hiking/Biking East-West Connector Link. The initial term of this lease is for 100 years, commencing the 1<sup>st</sup> day of September, 2014 and shall terminate on the 31<sup>st</sup> day of August, 2114, at a rental cost of \$10.00 per year.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, October 14, 2014. Action necessary will be approval or disapproval of the agreement and, if approved, authorize the Mayor and City Clerk to execute the documents on behalf of the City.

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

Attachment: Agreement

## **COMMERCIAL LEASE AGREEMENT**

**Date: September 1, 2014**

**Lessors: South Kansas & Oklahoma Railroad, Inc.  
c/o Brad Snow, Director of Real Estate  
315 West 3<sup>rd</sup> Street  
Pittsburg, Kansas 66762**

**Lessee: City of Pittsburg  
201 West 4<sup>th</sup> Street  
Pittsburg, Kansas 66762**

**Leased Premises:**

**The real property located at Pittsburg, Crawford County, Kansas, more particularly described as follows on Exhibit A attached hereto.**

**In consideration of the mutual covenants and agreements set forth in this lease, and subject to the terms and provisions herein, Lessor leases to Lessee and Lessee leases from Lessor, the Leased Premises described above.**

- 1. Initial Term. The Initial Term of this Lease shall be for a period of One Hundred (100) years, commencing on the 1st day of September 2014, and shall terminate on the 31st day of August, 2114.**
- 2. Option to Renew. Provided that Lessee has substantially complied with all terms and conditions of this Lease, Lessee shall have the option to renew this Lease for an additional one hundred (100) year term, commencing immediately upon the expiration of the Initial Term (the Renewal Term).**

**Should Lessee cease to operate and maintain a multi-use trail on the premises for a period of more than two (2) years, Lessor, at its option, may terminate this Lease and take possession of the premises.**

3. **Rent.** As rent for the use and occupancy of the Leased Premises, Lessee agrees to pay to Lessor rental in the amount of Ten Dollars (\$10.00) per year, commencing on the 1st day of September, 2014, and continuing annually at the same rate through the remainder of the Lease.
  
4. **Possession and Use of the Leased Premises.** Provided this Lease has been fully executed, possession of the Leased Premises will be delivered to Lessee on September 1, 2014.

The Leased Premises will be used by Lessee as a multi-use trail area for the entire term of this Lease, and may not be used for any other purpose without Lessor's prior written consent.

Lessor covenants and agrees that Lessee shall have sole, exclusive, quiet and peaceable possession of the Leased Premises during the entire term hereof upon Lessee's full and complete performance of each covenant and condition on its part to be paid, kept and/or performed.

Lessee covenants that it will not make or suffer any unlawful, improper or offensive use of the Leased Premises, nor allow the Leased Premises or any part thereof to be used for: (a) the creation or maintenance of a public nuisance; (b) anything which is against public regulations or rules of any public authority at any time applicable to the Leased Premises; or (c) any purpose or in any manner which will obstruct, interfere with, or infringe on the rights of owners of adjoining property.

5. **Taxes.** During the term of this Lease, real estate taxes and assessments against the Leased Premises shall be paid by Lessee.

Lessee shall pay, on or before the dates due, all taxes and assessments levied or assessed against equipment or other personal property on the Leased Premises, as well as all taxes and assessments levied or assessed against the business conducted on the Leased Premises at any time during the term of this Lease.

6. **Utilities.** Lessee shall pay promptly when due all charges for the furnishing of electricity, gas, water, garbage service, telephone service and any other public utilities to the Leased Premises during the term of this Lease.
  
7. **Indemnity Agreement.** Lessor shall not be liable for liability or damage claims for injury to persons or property from any cause relating to the occupancy of the premises by Lessee or the condition of the Leased Premises, including those arising out of damages or losses occurring on sidewalks and other areas adjacent to the Leased Premises during any term of this Lease. Lessee agrees to and does hereby indemnify Lessor from all costs, expenses, liability, loss, or other claims or obligations resulting from any such injuries or losses.
  
8. **Insurance.** Lessee shall cause to be maintained in force during the term of this Lease a policy or policies insuring the multi-use trail and improvements of which the Leased Premises is a part, and all equipment and other personal property, against loss due to fire and other hazards; the amount of such coverage shall be in the maximum insurable value.

Lessee shall additionally procure and maintain in force at all times during this Lease, a comprehensive public liability and property damage insurance policy, with limits not less than One Million Dollars (combined single limit bodily injury and property damage), insuring against liability for damage claims through public use of or arising out of accidents occurring in or around the Leased Premises.

The insurance policy or policies shall name Lessor as "Additional Insured", and provide coverage for contingent liability of Lessor (and/or any owner of the real property of which the Leased Premises is a part) on any claims or losses. A certificate or certificates of all coverage required hereunder shall be delivered to Lessor prior to or at commencement of the lease, and each such certificate shall affirmatively state that such policy shall not be

canceled, amended, or allowed to lapse without not less than (10) ten days prior written notice to Lessor.

Nothing in this Lease shall be construed so as to authorize or permit any insurer of Lessor or Lessee to be subrogated to any right of Lessor or Lessee against the other arising under this Lease. Lessor hereby releases Lessee and Lessee hereby releases Lessor to the extent of any insurance coverage for any loss or damage caused by fire or other casualty, even if such fire or other casualty shall be brought about by the fault or the negligence of the other party or persons for whose acts or negligence the other party is responsible to the extent permitted by the respective insurers. Lessor and Lessee shall use their best efforts to obtain, and shall notify the other in writing, of the receipt of appropriate waivers of subrogation from their respective insurance carriers giving effect to this paragraph.

9. **Improvements Property of Lessor.** All alterations, changes, and improvements built, constructed, or placed on the Leased Premises by Lessee, and any replacements other than of movable personal property owned by Lessee, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the Leased Premises at the expiration or sooner termination of this lease.
  
10. **Maintenance of Premises.** During the entire term of this Lease, Lessee shall, at its own cost and expense, maintain the entire Leased Premises. Garbage shall be disposed of regularly and properly, all grass and other lawn areas shall be maintained.
  
11. **Waste Disposal.** Lessee shall dispose of all waste and byproducts generated in the operation of Lessee's business in a safe manner, and in compliance with all waste disposal regulations issued by any governmental authority. Upon termination of this Lease, all clean-up, closure, or similar costs incurred to comply with any such regulations shall be borne by Lessee.

- 12. Assignment and Subletting.** Lessee shall not assign this agreement nor sublet the leased premises or any interest therein without first obtaining the written consent of Lessor. A consent by Lessor to one assignment or subletting shall not be deemed to be a consent to any subsequent assignment or subletting. An assignment or subletting without the written consent of Lessor, or an assignment or subletting by operation of law, shall be void.
- 13. Future Restoration of Rail Service.** Any interim use by Lessee or its assigns will be subject to the possibility of future restoration of rail service. In the event Lessor elects to restore rail service over the "Leased Premises", Lessor agrees to provide Lessee, at least ninety (90) days advance written notice and to reimburse Lessee for the cost of all capital improvements Lessee has made to the "Leased Premises" that is effected by the restored rail services prior to receiving such written notice from Lessor. Lessee agrees to transfer, at no cost to Lessor, the "Leased Premises" back to Lessor, free and clear of any encumbrances or liens not in effect prior the date of this agreement. The use of the "Leased Premises" will not impair future restoration of rail service. Lessee shall not do any of the following without the prior written consent of Lessor, which consent shall not be reasonably withheld: (a) make or allow to be made, extend or allow to be extended any leases, contracts, options or agreements whatsoever affecting the "Leased Premises"; (b) cause or permit any lien, encumbrance, mortgage, deed of trust, right, restriction or easement to be placed upon the "Leased Premises"; or (c) permit any mortgage, deed of trust or other lien to be foreclosed upon due to Lessee's actions or omission, including failure to make a required payment, or (d) convey any interest in the "Leased Premises", including but not limited to conveyances of title and transfers of development rights.
- 14. Notices.** Any and all notices or other communication required or permitted by this agreement shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service, on the second day after being deposited in the United States mail,

certified, postage prepaid, addressed to the applicable party at the address as noted on the first page of this agreement, or to such other address as designated by notice to the other party in accordance with this paragraph.

15. **Waiver of Breach.** The waiver by Lessor of any breach of any provision of this agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or a different provision of this agreement.
16. **Rights and Remedies Cumulative.** The rights and remedies provided by this agreement are cumulative and the use of any one right or remedy by Lessor shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights Lessor may have by law, statute, ordinance or otherwise.
17. **Parties Bound.** Subject to the provisions of this agreement against assignment of the Lessee's interest hereunder, all provisions of this agreement shall extend to and be binding upon the parties hereto, and their heirs, successors, representatives and assigns.
18. **Amendment.** No amendment, modification, or alteration of the terms hereof shall be binding unless the same shall be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

**IN WITNESS WHEREOF, the undersigned Lessor and Lessee hereto execute this agreement as of the day and year first above written.**

**LESSOR:**

**LESSEE:**

**SOUTH KANSAS & OKLAHOMA RAILROAD, INC.**

**CITY OF PITTSBURG, KANSAS**

**By: \_\_\_\_\_  
Director of Real Estate**

**By: \_\_\_\_\_  
Mayor,  
Monica Murnan**

**Attest:**

\_\_\_\_\_

**City Clerk-Tammy Nagel**

## **EXHIBIT A**

**A portion of land dedicated for the Hiking/Biking East-West Connector Link in Pittsburg, Crawford County, Kansas, Section 20, Range 25E, and Township 30S, in the Pittsburg Town Company's 4<sup>th</sup> Addition described as follows:**

**The north 30' of Lots 7 thru 40 of Block 1 of said Addition, except any dedicated right-of-way for Grand Street, Smelter Street and Michigan Street.**

## INTEROFFICE MEMORANDUM

To: DARON HALL, TAMMY NAGEL  
From: LACIE COTTRELL  
CC: TROY GRAHAM  
Date: OCTOBER 8, 2014  
Subject: **AGENDA ITEM: LINCOLN SQUARE DEVELOPMENT**  
DEED TO: MATT HESS (LOT # 7)

---

The City of Pittsburg has been awarded a grant for the Moderate Income Housing Program (MIH) by the State of Kansas, for the development of a block of land owned by the City at 18<sup>th</sup> and Locust. Ten quality homes meeting all program requirements will be built by area builders and will be available for sale to homebuyers that qualify under the Moderate Income Housing Program guidelines.

Approved qualified buyers selected shall be provided; 1.) A forgivable loan in the amount of \$7,500 from the Presbyterian Church Fund to assist with closing costs and down payment assistance secured by a second mortgage for a period of five years; and 2.) a grant from Kansas Housing Resource Corporation in the amount of \$10,000 to assist with closing costs and down payment assistance with no restrictions.

One builder, Matt Hess, is ready to proceed with the final closing to build on Lot #7 in Lincoln Square Development. Drawings have been reviewed and approved by the Codes Department and the Development Agreement for Lot #7 is ready to be signed by the builder, Matt Hess.

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

A plat of the Lincoln Square Development highlighting Lot #7 is attached for your review and information. Included for the Mayor's signature are the Lot #7 Development Agreement and the Kansas Quit Claim Deed of Lot #7 from the City of Pittsburg, to the builder, Matt Hess.

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

**LINCOLN SQUARE  
DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT, hereinafter referred to as “Agreement”, made this 14TH day of October, 2014, by and between, the City of Pittsburg, Kansas, hereinafter referred to as “City” and MATT HESS, hereinafter referred to as “Developer”, whose address is 220 W. ADAMS, PITTSBURG, KS 66762.

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

Lot No. 7 in Lincoln Square Addition, a sub-division of the City of Pittsburg, Kansas according to the recorded plat thereof.

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

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

**CONSIDERATION**

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

**DEED**

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

## **KANSAS HOUSING RESOURCE CORPORATION GRANT**

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

### **INSURANCE**

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

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

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

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

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

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

## **INDEMNIFICATION AND HOLD HARMLESS**

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

## **TAXES**

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

## **SITE CONDITIONS**

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

## **TREES**

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

## **CURBING AND SIDEWALKS**

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

## **DEFAULT**

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

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

**ASSIGNMENT**

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

**BINDING NATURE**

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

**ENTIRE AGREEMENT**

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

**EXCLUSIVE LAW AND VENUE**

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

**COUNTERPARTS**

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

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

City of Pittsburg, Kansas

MATT HESS

By: \_\_\_\_\_  
MONICA MURNAN, Mayor

By: \_\_\_\_\_  
MATT HESS, Developer

Attest:

\_\_\_\_\_  
TAMMY NAGEL, City Clerk

**KANSAS QUIT CLAIM DEED**

On this 14th day of October, 2014, City of Pittsburg, Kansas, a municipal corporation, (“Grantor”) Quitclaims to Matt Hess, an individual, (“Grantee”) all of its interest in the following described real estate in Crawford County, Kansas:

Lot No. 7 in Lincoln Square Addition, a sub-division of the City of Pittsburg, Kansas according to the recorded plat thereof.

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

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

THE CITY OF PITTSBURG, KANSAS

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
TAMMY NAGEL, City Clerk

STATE OF KANSAS            )  
  ) ss:  
CRAWFORD COUNTY        )

BE IT REMEMBERED, that on this 14th day of October, 2014, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came MONICA MURNAN, Mayor of the City of Pittsburg, Kansas, a Municipal Corporation duly incorporated and existing under and by virtue of the laws of Kansas; and TAMMY NAGEL, City Clerk of said City, who are personally known to me to be the same persons who executed as such officers the within instruments of writing on behalf of said City and such person duly acknowledged the execution of the same to be the act and deed of said City.

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

\_\_\_\_\_  
Notary Public

My Appointment Expires: \_\_\_\_\_





## Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Chamber President/Economic Development Director

DATE: October 8, 2014

SUBJECT: October 14, 2014 Agenda Item  
J & A Café loan

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On July 22, 2014, the City of Pittsburg approved a \$60,000 loan to J & A Café of Kansas, dba Chatter's Restaurant at 2401 South Rouse, to help with an expansion of the restaurant. This amount was based on a request and estimates provided by J & A Café co-owner Ahmad Enayati.

Mr. Enayati has since requested an additional \$9,000 to accommodate enhanced fire suppression measures. The EDAC considered this request at its August 6 meeting and recommended unanimously to provide J & A Café the requested additional funds, therefore raising the amount of repayment to \$69,000.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, October 14, 2014. Action being requested is the approval or denial of the EDAC recommendation and, if approved, authorize the Mayor to sign the appropriate documents.

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
	C-CHECK		VOID CHECK					
	C-CHECK	V	9/26/2014			173741		
	C-CHECK	V	10/03/2014			173791		
	C-CHECK	V	10/03/2014			173792		
5759	COMMUNITY HEALTH CENTER OF SEK							
5759	COMMUNITY HEALTH CENTER OF SEK							
	C-CHECK	VOIDED	10/07/2014			173797		900.00CR

* * 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:	4 VOID DEBITS	0.00		
	VOID CREDITS	900.00CR	900.00CR	0.00
TOTAL ERRORS:	0			

VENDOR SET: 99 BANK: *	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
		4	900.00CR	0.00	0.00
BANK: *	TOTALS:	4	900.00CR	0.00	0.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2876	A-PLUS CLEANERS & LAUNDRY	R	9/19/2014			173714		6.00
3516	CITY OF PITTSBURG	R	9/19/2014			173715		200.00
4263	COX COMMUNICATIONS KANSAS LLC	R	9/19/2014			173716		73.34
3251	FT SCOTT COMMUNITY COLLEGE	R	9/19/2014			173717		1,284.00
2877	KDHE - BUREAU OF WATER	R	9/19/2014			173718		60.00
2877	KDHE - BUREAU OF WATER	R	9/19/2014			173719		25.00
1	MERTZ, CHARLES ROBERT	R	9/19/2014			173720		364.26
1	MITCHELL, LANA	R	9/19/2014			173721		45.00
5969	JOSEPH G POLLARD CO INC	R	9/19/2014			173722		90.31
0175	REGISTER OF DEEDS	R	9/19/2014			173723		36.00
6957	U.S. BANK	R	9/19/2014			173724		249.31
2350	WASTE CORPORATION OF MISSOURI	R	9/19/2014			173725		26.78
1108	WESTAR ENERGY	R	9/19/2014			173726		2,679.65
0175	REGISTER OF DEEDS	R	9/25/2014			173737		20.00
5966	BOBCAT OF SPRINGFIELD, INC	R	9/26/2014			173738		513.80
6891	JORDAN M BROWN	R	9/26/2014			173739		60.00
4263	COX COMMUNICATIONS KANSAS LLC	R	9/26/2014			173740		1,552.34
1	JAMES, BEN	R	9/26/2014			173742		48.75
7239	JERRY MILLER	R	9/26/2014			173743		845.00
1	KREWSON'S SUPREME DETAIL SHOP	R	9/26/2014			173744		140.00
6992	CHARITI ROMINE-MORTON	R	9/26/2014			173745		2,020.32
7241	MIGUEL R. SMITH	R	9/26/2014			173746		60.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0349	UNITED WAY OF CRAWFORD COUNTY	R	9/26/2014			173747		88.25
1108	WESTAR ENERGY	R	9/26/2014			173748		179.17
5371	PITTSBURG FAMILY YMCA	R	9/26/2014			173749		125.98
1	WILLIAMS, MICHAEL DOUGLAS	R	9/26/2014			173750		60.00
1267	RP3 INC	R	10/02/2014			173774		10,000.00
6891	JORDAN M BROWN	R	10/03/2014			173775		60.00
5506	MIKE E BROWN	R	10/03/2014			173776		60.00
0095	CRAWFORD COUNTY TREASURER	R	10/03/2014			173777		768.54
5726	GIRARD TOWER MAINTENANCE	R	10/03/2014			173778		550.00
1900	ICMA	R	10/03/2014			173779		1,000.00
1	JAMES' TREE SERVICE	R	10/03/2014			173780		400.00
1	JAMES, BEN	R	10/03/2014			173781		19.50
7242	KEVIN KITTERMAN	R	10/03/2014			173782		40.72
0527	MIDLAND SCIENTIFIC INC	R	10/03/2014			173783		220.45
6853	RHOMAR WATER	R	10/03/2014			173784		1,082.75
1235	RHODES GROCERY INC	R	10/03/2014			173785		388.68
1	SMC YEARBOOK	R	10/03/2014			173786		80.00
7241	MIGUEL R. SMITH	R	10/03/2014			173787		60.00
1	THE HOME CENTER	R	10/03/2014			173788		6,000.00
4839	VAN BECELAERE MACHINE WORKS, I	R	10/03/2014			173789		2,325.00
5589	VERIZON WIRELESS SERVICES, LLC	R	10/03/2014			173790		1,328.54
2350	WASTE CORPORATION OF MISSOURI	R	10/03/2014			173793		169.55

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0497	CRAWFORD COUNTY DISTRICT COURT	R	10/06/2014			173794		36.00
6154	4 STATE MAINTENANCE SUPPLY INC	R	10/07/2014			173795		447.04
2004	AIRE-MASTER OF AMERICA, INC.	R	10/07/2014			173796		15.91
5759	COMMUNITY HEALTH CENTER OF SEK	V	10/07/2014			173797		900.00
5759	COMMUNITY HEALTH CENTER OF SEK							
5759	COMMUNITY HEALTH CENTER OF SEK							
M-CHECK	COMMUNITY HEALTH CENTER VOIDED	V	10/07/2014			173797		900.00CR
7147	DETCO INDUSTRIES, INC	R	10/07/2014			173798		142.94
7116	EMC INSURANCE COMPANIES	R	10/07/2014			173799		500.00
0118	FED EX	R	10/07/2014			173800		31.34
6923	HUGO'S INDUSTRIAL SUPPLY INC	R	10/07/2014			173801		59.20
1991	KANSAS OFFICE OF STATE FIRE MA	R	10/07/2014			173802		30.00
4644	MIDWAY FORD TRUCK CENTER, INC.	R	10/07/2014			173803		81.39
5969	JOSEPH G POLLARD CO INC	R	10/07/2014			173804		242.79
7030	PRAETORIAN GROUP, INC	R	10/07/2014			173805		1,995.00
6806	RED MUNICIPAL & INDUSTRIAL EQU	R	10/07/2014			173806		148.30
6571	ROUTE 66 ELECTRIC, LLC	R	10/07/2014			173807		195.00
6377	SOUTHEAST KANSAS RECYCLING CEN	R	10/07/2014			173808		434.00
1	WALMART	R	10/07/2014			173809		24.78
0026	STANDARD INSURANCE COMPANY	D	10/01/2014			999999		1,294.02
0044	CRESTWOOD COUNTRY CLUB	E	9/24/2014			999999		522.46
0046	ETTINGERS OFFICE SUPPLY	E	9/24/2014			999999		650.12
0055	JOHN'S SPORT CENTER	E	9/24/2014			999999		125.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0078	SUPERIOR LINEN SERVICE	E	9/24/2014			999999		50.55
0084	INTERSTATE EXTERMINATOR, INC.	E	9/24/2014			999999		470.00
0087	FORMS ONE, LLC	E	9/24/2014			999999		123.45
0101	BUG-A-WAY INC	E	9/24/2014			999999		110.00
0105	PITTSBURG AUTOMOTIVE INC	E	9/24/2014			999999		1,082.37
0112	MARRONES INC	E	9/24/2014			999999		738.50
0116	DANIEL E BRADEN	E	9/24/2014			999999		72.23
0117	THE MORNING SUN	E	9/24/2014			999999		70.69
0128	VIA CHRISTI HOSPITAL	E	9/24/2014			999999		830.00
0129	PROFESSIONAL ENGINEERING CONSU	E	9/24/2014			999999		24,593.98
0133	JIM RADELL CONSTRUCTION INC	E	9/24/2014			999999		16,406.16
0135	PITTSBURG AREA CHAMBER OF COMM	E	9/24/2014			999999		16.00
0154	BLUE CROSS & BLUE SHIELD	D	9/19/2014			999999		17,692.34
0154	BLUE CROSS & BLUE SHIELD	D	9/26/2014			999999		31,042.90
0154	BLUE CROSS & BLUE SHIELD	D	10/01/2014			999999		30,332.91
0154	BLUE CROSS & BLUE SHIELD	D	10/03/2014			999999		36,292.79
0199	KIRKLAND WELDING SUPPLIES	E	9/24/2014			999999		117.50
0207	PEPSI-COLA BOTTLING CO OF PITT	E	9/24/2014			999999		174.60
0272	BO'S 1 STOP INC	E	9/24/2014			999999		135.70
0276	JOE SMITH COMPANY, INC.	E	9/24/2014			999999		50.88
0292	UNIFIRST CORPORATION	E	9/24/2014			999999		118.30
0294	COPY PRODUCTS, INC.	E	9/24/2014			999999		407.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0300	PITTSBURG FORD-MERCURY, INC.	E	9/24/2014			999999		1,793.56
0306	CASTAGNO OIL CO INC	E	9/24/2014			999999		554.35
0321	KP&F	D	9/26/2014			999999		41,125.19
0328	KANSAS ONE-CALL SYSTEM, INC	E	9/24/2014			999999		366.00
0329	O'MALLEY IMPLEMENT CO INC	E	9/24/2014			999999		74.97
0335	CUSTOM AWARDS PLUS INC	E	9/24/2014			999999		34.92
0345	VICTOR L PHILLIPS CO	E	9/24/2014			999999		70.24
0364	CRAWFORD COUNTY SHERIFF'S DEPA	E	9/24/2014			999999		3,800.00
0375	CONVENIENT WATER COMPANY	E	9/24/2014			999999		84.90
0409	WISEMAN'S DISCOUNT TIRE INC	E	9/24/2014			999999		88.00
0420	CONTINENTAL RESEARCH CORP	E	9/24/2014			999999		237.05
0422	HIGHSMITH, LLC	E	9/24/2014			999999		57.22
0444	ROBERT BRENT LINDER	E	9/24/2014			999999		240.00
0530	THYSSENKRUPP CORPORATION	E	9/24/2014			999999		826.16
0571	WILBERT MFG. & SUPPLY	E	9/24/2014			999999		151.80
0627	BOETTCHER SUPPLY INC	E	9/24/2014			999999		407.46
0728	ICMA	D	9/26/2014			999999		948.93
0746	CDL ELECTRIC COMPANY INC	E	9/24/2014			999999		80.00
0805	BROADWAY ANIMAL HOSPITAL PA	E	9/24/2014			999999		1,075.00
0844	HY-FLO EQUIPMENT CO	E	9/24/2014			999999		7.50
1050	KPERS	D	9/26/2014			999999		35,126.53
1101	GRINER & SCHMITZ INC	E	9/24/2014			999999		350.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1238	SEWARD ELECTRIC, INC.	E	9/24/2014			999999		358.11
1478	KANSASLAND TIRE OF PITTSBURG	E	9/24/2014			999999		1,002.66
1490	ESTHERMAE TALENT	E	9/24/2014			999999		25.00
1631	EVERYTHING SEW SEW	E	9/24/2014			999999		43.00
1792	B&L WATERWORKS SUPPLY, LLC	E	9/24/2014			999999		2,928.20
2035	O'BRIEN ROCK CO., INC.	E	9/24/2014			999999		8,747.09
2089	CHALLENGER SPORTS CORP	E	9/24/2014			999999		743.00
2126	BUILDING CONTROLS & SERVICE IN	E	9/24/2014			999999		1,281.91
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	9/24/2014			999999		2,595.42
2707	THE LAWNSCAPE COMPANY, INC.	E	9/24/2014			999999		1,037.50
3079	COMMERCE BANK	D	9/29/2014			999999		36,057.89
3192	MUNICIPAL CODE CORP	E	9/24/2014			999999		193.60
3248	AIRGAS USA LLC	E	9/24/2014			999999		740.78
3570	AMERICAN EXPRESS, INC	D	10/06/2014			999999		217.89
3571	LARRY'S DIESEL REPAIR LLC	E	9/24/2014			999999		3,964.13
3697	LR ENTERPRISES LLC	E	9/24/2014			999999		1,400.00
3868	MUNICIPAL EMERGENCY SERVICES I	E	9/24/2014			999999		44.27
4126	EMERGENCY MEDICAL PRODUCT INC	E	9/24/2014			999999		239.80
4307	HENRY KRAFT, INC.	E	9/24/2014			999999		194.28
4390	SPRINGFIELD JANITOR SUPPLY, IN	E	9/24/2014			999999		42.78
4489	WEIS FIRE & SAFETY EQUIP. CO.,	E	9/24/2014			999999		925.00
4501	MICHAEL BICKNEL	E	9/24/2014			999999		100.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4520	ETS CORPORATION	D	10/02/2014			999999		6,971.76
4624	COVERT ELECTRIC MACHINERY, INC	E	9/24/2014			999999		964.00
4711	PENGUIN RANDOM HOUSE, LLC	E	9/24/2014			999999		26.25
4970	ERIC VANCE	E	9/24/2014			999999		1,219.00
5185	FERGUSON ENTERPRISES INC	E	9/24/2014			999999		1,734.23
5236	SHOWCASES	E	9/24/2014			999999		194.40
5295	SPRINGFIELD BLUEPRINT	E	9/24/2014			999999		100.75
5340	COMMERCE BANK TRUST	E	10/01/2014			999999		80,968.64
5552	NATIONAL SIGN CO INC	E	9/24/2014			999999		447.75
5581	SAGA QUAD STATE COMMUNICATIONS	E	9/24/2014			999999		495.00
5590	HD SUPPLY WATERWORKS, LTD.	E	9/24/2014			999999		7,785.50
5668	COUNTRYSIDE ANIMAL HOSPITAL OF	E	9/24/2014			999999		89.36
5677	BANK OF AMERICA, INC	D	10/03/2014			999999		125.51
5904	TASC	D	9/26/2014			999999		7,395.99
6175	HENRY C MENGHINI	E	9/24/2014			999999		325.10
6198	CHARLES HOSMAN	E	9/24/2014			999999		775.00
6203	SOUTHWEST PAPER CO INC	E	9/24/2014			999999		251.13
6402	BEAN'S TOWING & AUTO BODY	E	9/24/2014			999999		821.48
6415	VOYA FINANCIAL ADVISORS	D	9/26/2014			999999		3,535.00
6494	BRIAN'S APPLIANCE REPAIR & INS	E	9/24/2014			999999		239.75
6718	NATIONAL SCREENING BUREAU	E	9/24/2014			999999		304.00
6952	ADP INC	D	9/19/2014			999999		2,863.32

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6952	ADP INC	D	9/26/2014			999999		3,049.39
6952	ADP INC	D	9/29/2014			999999		2,997.06
6952	ADP INC	D	10/03/2014			999999		653.50
7033	JAY HATFIELD MOTORSPORTS	E	9/24/2014			999999		934.12
7138	OME CORP, LLC	E	9/24/2014			999999		48.35
7191	ANDREW TRACTOR WORKS	E	9/24/2014			999999		1,800.00
7225	NEW WORLD SYSTEMS CORPORATION	E	9/22/2014			999999		227,153.00

* * T O T A L S * *		NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:		59	40,690.68	0.00	39,790.68
HAND CHECKS:		0	0.00	0.00	0.00
DRAFTS:		18	257,722.92	0.00	257,722.92
EFT:		81	410,450.50	2.54CR	410,447.96
NON CHECKS:		0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS		0.00		
	VOID CREDITS		900.00CR	900.00CR	0.00

TOTAL ERRORS: 0

VENDOR SET: 99 BANK: 80144	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
		158	707,964.10	2.54CR	707,961.56
BANK: 80144	TOTALS:	158	707,964.10	2.54CR	707,961.56

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02004	AIRE-MASTER OF AMERICA, INC.	R	9/26/2014			173753		15.91
00038	LEAGUE OF KANSAS MUNICIPALITIE	E	10/06/2014			999999		2,979.62
00046	ETTINGERS OFFICE SUPPLY	E	9/29/2014			999999		327.42
00055	JOHN'S SPORT CENTER	E	10/06/2014			999999		154.95
00056	NEWSPAPER HOLDINGS	E	10/06/2014			999999		1,500.00
00062	LINDSEY SOFTWARE SYSTEMS, INC.	E	9/22/2014			999999		816.00
00063	LOCKE WHOLESALE SUPPLY	E	9/22/2014			999999		86.00
00087	FORMS ONE, LLC	E	9/29/2014			999999		184.80
00105	PITTSBURG AUTOMOTIVE INC	E	9/29/2014			999999		2.11
00112	MARRONES INC	E	9/29/2014			999999		76.00
00117	THE MORNING SUN	E	9/29/2014			999999		21.60
00117	THE MORNING SUN	E	10/06/2014			999999		36.00
00133	JIM RADELL CONSTRUCTION INC	E	9/29/2014			999999		2,739.11
00145	BROADWAY LUMBER COMPANY, INC.	E	10/06/2014			999999		519.81
00183	PRO-PRINT INC	E	9/22/2014			999999		345.67
00194	KANSAS STATE TREASURER	E	9/22/2014			999999		3,826.82
00201	SPICER-ADAMS WELDING, INC.	E	9/22/2014			999999		54.05
00306	CASTAGNO OIL CO INC	E	10/06/2014			999999		11.95
00345	VICTOR L PHILLIPS CO	E	10/06/2014			999999		76.23
00373	BROADWAY ELECTRONICS INC	E	10/06/2014			999999		1,444.69
00444	ROBERT BRENT LINDER	E	9/29/2014			999999		122.10
00516	AMERICAN CONCRETE CO INC	E	9/22/2014			999999		183.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0583	DICKINSON INDUSTRIES INC	E	9/29/2014			999999		330.00
0700	NAMES AND NUMBERS	E	10/06/2014			999999		2,160.30
0709	PURVIS INDUSTRIES LTD	E	10/06/2014			999999		190.31
0746	CDL ELECTRIC COMPANY INC	E	10/06/2014			999999		413,883.44
0806	JOHN L CUSSIMANIO	E	9/22/2014			999999		253.00
0806	JOHN L CUSSIMANIO	E	10/06/2014			999999		253.00
0823	TOUCHTON ELECTRIC INC	E	10/06/2014			999999		20.00
0844	HY-FLO EQUIPMENT CO	E	10/06/2014			999999		24.50
0866	AVFUEL CORPORATION	E	9/29/2014			999999		55,533.09
0866	AVFUEL CORPORATION	E	10/06/2014			999999		25,375.68
1074	NICHOLS & WOLFE CHARTERED	E	9/29/2014			999999		650.00
1256	ANDERSON ENGINEERING INC	E	9/22/2014			999999		257.18
1629	PITTSBURG BEAUTIFUL	E	9/22/2014			999999		3,200.00
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	10/06/2014			999999		24,399.60
2621	MONICA LAFORTE	E	9/22/2014			999999		12.50
2960	PACE ANALYTICAL SERVICES INC	E	9/22/2014			999999		1,066.00
3142	COMMUNITY MENTAL HEALTH CENTER	E	9/29/2014			999999		825.00
3248	AIRGAS USA LLC	E	9/29/2014			999999		1,513.60
3272	DUNCAN HOUSING LLC	E	9/29/2014			999999		100.00
3802	BRENNTAG MID-SOUTH INC	E	9/29/2014			999999		2,061.00
4390	SPRINGFIELD JANITOR SUPPLY, IN	E	9/22/2014			999999		115.08
4618	TRESA NOYES	E	10/06/2014			999999		896.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5014	MID-AMERICA SANITATION	E	9/22/2014			999999		350.00
5185	FERGUSON ENTERPRISES INC	E	9/29/2014			999999		3,821.09
5195	FERN AND ANGERMAYER LLC	E	10/06/2014			999999		600.00
5275	US LIME COMPANY-ST CLAIR	E	9/29/2014			999999		8,350.79
5296	RFB CONSTRUCTION INC	E	9/29/2014			999999		20,006.70
5482	JUSTIN HART	E	9/22/2014			999999		163.70
5482	JUSTIN HART	E	10/06/2014			999999		60.00
5559	SEK INDEPENDENT LIVING RESOURC	E	10/06/2014			999999		50.00
5609	RON WHITE	E	9/29/2014			999999		105.00
5610	I-CON SOLUTIONS INC	E	9/29/2014			999999		591.58
5640	CORRECT CARE SOLUTIONS LLC	E	10/06/2014			999999		52.50
5657	TELEDYNE ISCO INC	E	9/22/2014			999999		205.35
5791	HOSPITAL DISTRICT #1 OF CRAWFO	E	10/06/2014			999999		313.11
5855	SHRED-IT USA INC	E	9/29/2014			999999		126.40
5855	SHRED-IT USA INC	E	10/06/2014			999999		18.37
6192	KATHLEEN CERNE	E	10/06/2014			999999		600.00
6199	PITTSBURG RADIOLOGY ASSOCIATES	E	10/06/2014			999999		6.62
6583	R.E. PEDROTTI CO, INC	E	9/22/2014			999999		2,660.00
6595	AMAZON.COM, INC	E	10/06/2014			999999		6,149.12
6630	PATRICK WALKER	E	10/06/2014			999999		50.00
6822	ELIZABETH BRADSHAW	E	9/29/2014			999999		440.00
6995	SUMMER WARREN	E	9/29/2014			999999		160.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7028	MATTHEW L. FRYE	E	9/22/2014			999999		400.00
7028	MATTHEW L. FRYE	E	10/06/2014			999999		400.00
7029	ELISABETH GORDON	E	9/29/2014			999999		336.00
7038	SIGNET COFFEE ROASTERS	E	9/29/2014			999999		44.20
7118	SP DESIGN & MFG, INC	E	10/06/2014			999999		58.02
7142	SANBORN MAP COMPANY INC	E	9/22/2014			999999		18,144.27
7164	NOVOGRADAC & CO, LLP	E	9/29/2014			999999		9,250.00
7169	TIMOTHY J. MCDADE	E	9/29/2014			999999		383.40
7203	PARKSON CORPORATION	E	9/22/2014			999999		5,956.00
7240	JAY HATFIELD CERTIFIED USED CA	E	10/06/2014			999999		331.20

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1	15.91	0.00	15.91
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	75	628,810.63	0.00	628,810.63
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: EFT	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			76	628,826.54	0.00	628,826.54
BANK: EFT	TOTALS:		76	628,826.54	0.00	628,826.54

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7106	GEORGIA BATES	R	10/01/2014			173755		581.00
6585	CLASS HOMES 1 LLC	R	10/01/2014			173756		31.00
6168	K AND B RENTALS LLC	R	10/01/2014			173757		590.00
1601	GRAIG MOORE	R	10/01/2014			173758		700.00
1800	DAN RODABAUGH	R	10/01/2014			173759		59.00
6451	NAZAR SAMAN	R	10/01/2014			173760		449.00
4897	JOHN VINARDI	R	10/01/2014			173761		441.00
4636	WESTAR ENERGY, INC. (HAP)	R	10/01/2014			173762		878.00
0140	A&M RENTALS	E	10/02/2014			999999		1,085.00
0266	JOHN S KUTZ	E	10/02/2014			999999		265.00
0372	CONNER REALTY	E	10/02/2014			999999		117.00
0855	CHARLES HOSMAN	E	10/02/2014			999999		379.00
1008	BENJAMIN M BEASLEY	E	10/02/2014			999999		725.00
1231	JOHN LOVELL	E	10/02/2014			999999		263.00
1609	PHILLIP H O'MALLEY	E	10/02/2014			999999		6,014.00
1638	VERNON W PEARSON	E	10/02/2014			999999		237.00
1688	DORA WARE	E	10/02/2014			999999		516.00
1961	DUSTIN D MAJOR	E	10/02/2014			999999		273.00
1982	KENNETH STOTTS	E	10/02/2014			999999		1,189.00
1985	RICK A MOORE	E	10/02/2014			999999		661.00
2304	DENNIS HELMS	E	10/02/2014			999999		616.00
2542	CHARLES YOST	E	10/02/2014			999999		867.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2624	JAMES ZIMMERMAN	E	10/02/2014			999999		1,155.00
2718	KENNETH B DUTTON	E	10/02/2014			999999		277.00
2850	VENITA STOTTS	E	10/02/2014			999999		125.00
2913	KENNETH N STOTTS JR	E	10/02/2014			999999		332.00
3067	STEVE BITNER	E	10/02/2014			999999		6,470.00
3114	PATRICIA BURLESON	E	10/02/2014			999999		769.00
3142	COMMUNITY MENTAL HEALTH CENTER	E	10/02/2014			999999		761.00
3193	WILLIAM CROZIER	E	10/02/2014			999999		1,402.00
3218	CHERYL L BROOKS	E	10/02/2014			999999		467.00
3241	CHARLES P SIMPSON	E	10/02/2014			999999		731.00
3272	DUNCAN HOUSING LLC	E	10/02/2014			999999		5,318.00
3273	RICHARD F THENIKL	E	10/02/2014			999999		1,327.00
3294	JOHN R SMITH	E	10/02/2014			999999		664.00
3315	ELLEN E FORNELLI	E	10/02/2014			999999		202.00
3593	REMINGTON SQUARE	E	10/02/2014			999999		4,213.00
3668	MID AMERICA PROPERTIES OF PITT	E	10/02/2014			999999		2,441.00
3708	GILMORE BROTHERS RENTALS	E	10/02/2014			999999		66.00
3724	YVONNE L. ZORNES	E	10/02/2014			999999		669.00
3746	JAROLD BONBRAKE	E	10/02/2014			999999		324.00
4054	MICHAEL A SMITH	E	10/02/2014			999999		700.00
4218	MEADOWLARK TOWNHOUSES	E	10/02/2014			999999		2,307.00
4308	KENNETH BATEMAN	E	10/02/2014			999999		542.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4492	PITTSBURG SENIORS	E	10/02/2014			999999		5,360.00
4546	C & M PROPERTIES LLC	E	10/02/2014			999999		76.00
4564	TERRY L SIMPSON	E	10/02/2014			999999		500.00
4786	JENNIFER STANLEY	E	10/02/2014			999999		500.00
4928	PITTSBURG STATE UNIVERSITY	E	10/02/2014			999999		1,062.00
5039	VANETA MATHIS	E	10/02/2014			999999		279.00
5393	CARLOS ANGELES	E	10/02/2014			999999		1,113.00
5508	BUTLER RENTALS INC	E	10/02/2014			999999		131.00
5549	DELBERT BAIR	E	10/02/2014			999999		271.00
5583	ROBERT L NANKIVELL SR	E	10/02/2014			999999		195.00
5653	PEGGY HUNT	E	10/02/2014			999999		225.00
5656	EARL HARTMAN	E	10/02/2014			999999		295.00
5658	DEANNA J HIGGINS	E	10/02/2014			999999		164.00
5660	HERBERT WARING	E	10/02/2014			999999		319.00
5676	BARBARA TODD	E	10/02/2014			999999		39.00
5817	JAMA ENTERPRISES LLP	E	10/02/2014			999999		243.00
5822	JOE FENSKE	E	10/02/2014			999999		518.00
5834	DENNIS TROUT	E	10/02/2014			999999		222.00
5854	ANTHONY A SNYDER	E	10/02/2014			999999		1,053.00
5870	ANTHONY E SIMONCIC	E	10/02/2014			999999		348.00
5885	CHARLES T GRAVER	E	10/02/2014			999999		500.00
5896	HORIZON INVESTMENTS GROUP INC	E	10/02/2014			999999		276.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5906	JOHN HINRICHS	E	10/02/2014			999999		189.00
5939	EDNA R TRENT	E	10/02/2014			999999		216.00
5957	PASTEUR PROPERTIES LLC	E	10/02/2014			999999		995.00
5961	LARRY VANBECELAERE	E	10/02/2014			999999		392.00
6002	SALLY THRELFALL	E	10/02/2014			999999		704.00
6032	TIM J. RIDGWAY	E	10/02/2014			999999		964.00
6073	REBECCA FOSTER	E	10/02/2014			999999		249.00
6090	RANDAL BENNEFELD	E	10/02/2014			999999		954.00
6108	TILDEN BURNS, LLC	E	10/02/2014			999999		486.00
6130	T & K RENTALS LLC	E	10/02/2014			999999		1,649.00
6150	JAMES L COX	E	10/02/2014			999999		388.00
6161	MICHAEL J STOTTS	E	10/02/2014			999999		162.00
6172	ANDREW A WACHTER	E	10/02/2014			999999		213.00
6186	TROY ROSENSTIEL	E	10/02/2014			999999		109.00
6294	RONALD E WUERDEMAN	E	10/02/2014			999999		295.00
6295	DAVID L PETERSON	E	10/02/2014			999999		589.00
6298	KEVAN L SCHUPBACH	E	10/02/2014			999999		6,682.00
6314	PARKVIEW HOUSING INC	E	10/02/2014			999999		783.00
6317	RONALD L EMERSON	E	10/02/2014			999999		161.00
6322	R JAMES BISHOP	E	10/02/2014			999999		505.00
6380	WAYNE E THOMPSON	E	10/02/2014			999999		582.00
6391	DOWNTOWN PITTSBURG HOUSING PAR	E	10/02/2014			999999		2,284.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6394	KEVIN HALL	E	10/02/2014			999999		477.00
6441	HEATHER D MASON	E	10/02/2014			999999		880.00
6446	HUTCHINS RENTAL TRUST ACCOUNT	E	10/02/2014			999999		210.00
6507	MARTHA E MOORE	E	10/02/2014			999999		492.00
6628	SEAN HALL	E	10/02/2014			999999		400.00
6647	MICHAEL A SMITH	E	10/02/2014			999999		330.00
6657	OZARKS AREA COMMUNITY ACTION C	E	10/02/2014			999999		1,141.72
6673	JUDITH A COLLINS	E	10/02/2014			999999		491.00
6753	REBECCA SPONSEL	E	10/02/2014			999999		412.00
6799	KEVIN KITTERMAN	E	10/02/2014			999999		255.00
6868	DAVID SIMPSON (308)	E	10/02/2014			999999		222.00
6886	DELBERT BAIR	E	10/02/2014			999999		560.00
6905	JENNIFER M TRISLER	E	10/02/2014			999999		252.00
6916	STILWELL HERITAGE & EDUCATIONA	E	10/02/2014			999999		5,709.00
6953	CARL ULEPICH	E	10/02/2014			999999		365.00
6966	CHARLOTTE BURGESS	E	10/02/2014			999999		550.00
7024	KIMBERLY GRISSOM	E	10/02/2014			999999		618.00
7027	CALVIN THOMAS	E	10/02/2014			999999		190.00
7083	PITTSBURG HEIGHTS, LP	E	10/02/2014			999999		5,382.00
7150	JOE W JONES	E	10/02/2014			999999		673.00
7215	KEVIN L. MICHAEL	E	10/02/2014			999999		216.00
7216	BRANDON DEMO	E	10/02/2014			999999		433.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7220	TIMOTHY ADAM	E	10/02/2014			999999		570.00
7222	MICHAEL WILBER	E	10/02/2014			999999		237.00
7232	JAMES TODD OR LISA LOVELL	E	10/02/2014			999999		148.00
7235	GARY & DIAN MURPHY	E	10/02/2014			999999		300.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	8	3,729.00	0.00	3,729.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	106	99,222.72	0.00	99,222.72
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00		
		0.00	0.00	

TOTAL ERRORS: 0

VENDOR SET: 99 BANK: HAP TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
	114	102,951.72	0.00	102,951.72
BANK: HAP TOTALS:	114	102,951.72	0.00	102,951.72

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2519	EAGLE BEVERAGE CO INC	R	9/22/2014			173727		114.15
6750	HW LOCHNER, BWR DIVISION	R	9/26/2014			173751		847.15
7053	U.S. PEROXIDE, LLC	R	9/26/2014			173752		950.00
2519	EAGLE BEVERAGE CO INC	R	9/30/2014			173754		81.85

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	4	1,993.15	0.00	1,993.15
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: MAN	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			4	1,993.15	0.00	1,993.15
BANK: MAN	TOTALS:		4	1,993.15	0.00	1,993.15
REPORT TOTALS:		356		1,440,835.51	2.54CR	1,441,732.97

Passed and approved this 7<sup>th</sup> day of October, 2014.

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Monica Murnan, Mayor

ATTEST:

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Tammy Nagel, City Clerk

## INTEROFFICE MEMORANDUM

To: DARON HALL, TAMMY NAGEL  
From: LACIE COTTRELL  
CC: TROY GRAHAM  
Date: OCTOBER 8, 2014  
Subject: **AGENDA ITEM: OCTOBER 14, 2014**  
**PUBLIC HEARING**  
SECTION 8 ADMINISTRATION PLAN, 5 YEAR/ANNUAL PLAN AND RESOLUTION

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The Citizen's Advisory Board met on August 18, 2014 to consider the following:

- 1) 2015 Section Eight (S8) Housing Choice Voucher (HCV) Administration Plan and S8 HCV 5 YR/Annual Plan

The Pittsburg Public Housing Agency (PHA) is required to adopt the S8 HCV Administration Plan and Annual Plan each year and as applicable, the S8 HCV 5 Year Plan. These documents are used as the PHA's guide for the local S8 HCV program administration. Following this memo and available for review and approval is the PHA's 5 Year Plan, which is provided in the required format established through the Department of Housing and Urban Development (HUD). A listing of revisions made to the PHA's 2015 Administration Plan is also enclosed for review and approval. Due to the size of the Administration Plan documents, the entire plan itself has not been included in the agenda but is available for review in the City Clerk's office.

After review of the 2015 Administration Plan and the 5 Year/Annual Plan, the Citizen's Advisory Board voted unanimously to recommend to the Governing Body approval to adopt both documents for the 2015 FY. This recommendation is being presented to the Governing Body for consideration during a **PUBLIC HEARING** on October 14, 2014.

Action requested is the review and approval by the Governing Body of the PHA Plan documents and for the Mayor to sign all required certifications. A Resolution is also required to be adopted and included with the PHA's Plan submission to HUD.

### Attachments:

- 1) 5 YR/Annual Plan;
- 2) 2015 Administration Plan revisions;
- 3) Certification of Compliance (signature required);
- 4) Civil Rights Certification (signature required); and
- 5) Public Hearing Notice, Citizen's Advisory Board meeting minutes

<b>PHA 5-Year and Annual Plan</b>	<b>U.S. Department of Housing and Urban Development Office of Public and Indian Housing</b>	<b>OMB No. 2577-0226 Expires 8/30/2011</b>
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<b>1.0</b>	<b>PHA Information</b> PHA Name: <u>City of Pittsburg, Pittsburg Public Housing Agency</u> PHA Code: <u>KS-149</u> PHA Type: <input type="checkbox"/> Small <input checked="" type="checkbox"/> High Performing <input type="checkbox"/> Standard <input checked="" type="checkbox"/> HCV (Section 8) PHA Fiscal Year Beginning: (MM/YYYY): <u>01/2015</u>												
<b>2.0</b>	<b>Inventory</b> (based on ACC units at time of FY beginning in 1.0 above) Number of PH units: _____ Number of HCV units: <u>429</u>												
<b>3.0</b>	<b>Submission Type</b> <input checked="" type="checkbox"/> 5-Year and Annual Plan <input type="checkbox"/> Annual Plan Only <input type="checkbox"/> 5-Year Plan Only												
<b>4.0</b>	<b>PHA Consortia</b> <input type="checkbox"/> PHA Consortia: (Check box if submitting a joint Plan and complete table below.)												
	Participating PHAs	PHA Code	Program(s) Included in the Consortia	Programs Not in the Consortia	No. of Units in Each Program <table border="1"> <tr> <th>PH</th> <th>HCV</th> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> </table>	PH	HCV						
PH	HCV												
<b>5.0</b>	<b>5-Year Plan.</b> Complete items 5.1 and 5.2 only at 5-Year Plan update.												
<b>5.1</b>	<b>Mission.</b>  <b>The PHA's mission is to provide safe, decent and sanitary housing conditions for very low-income families and to manage resources efficiently. The PHA is to promote personal, economic and social upward mobility to provide families the opportunity to make the transition from subsidized to non-subsidized housing.</b>												

5.2	<p><b>Goals and Objectives.</b></p> <p>As a public service agency, the PHA is committed to providing excellent service to HCV program participants, owners, and to the community.</p> <p><b>The PHA’s standards include:</b></p> <ul style="list-style-type: none"> <li>• Administer applicable federal and state laws and regulations to achieve high ratings in performance measurement indicators while maintaining efficiency in program operation to ensure fair and consistent treatment of clients served.</li> <li>• Provide decent, safe, and sanitary housing – in compliance with program housing quality standards – for very low income families while ensuring that family rents are fair, reasonable, and affordable.</li> <li>• Encourage self-sufficiency of participant families and assist in the expansion of family opportunities which address educational, socio-economic, recreational and other human services’ needs.</li> <li>• Promote fair housing and the equal opportunity for very low-income families of all ethnic backgrounds to experience freedom of housing choice.</li> <li>• Promote a housing program which maintains quality service and integrity while providing an incentive to private property owners to rent to very low-income families.</li> <li>• Promote a market-driven housing program that will help qualified low-income families be successful in obtaining affordable housing and increase the supply of housing choices for such families.</li> <li>• Create positive public awareness and expand the level of family, owner, and community support in accomplishing the PHA’s mission.</li> <li>• Attain and maintain a high level of standards and professionalism in day-to-day management of all program components.</li> <li>• Administer an efficient, high-performing agency through continuous improvement of the PHA’s support systems and a high level of commitment to our employees and their development.</li> </ul> <p><b><u>The Violence Against Women’s Act of 2013 (VAWA) Compliance Statement:</u></b>  <b>In addition to the above, the PHA further agrees to comply with all applicable VAWA laws and regulations through the adherence and implementation of all federal HCV program requirements and PHA policies. The PHA has adopted the most current policies to help ensure that all actual and potential beneficiaries of its HCV program are aware of their rights under VAWA.</b></p>
6.0	<p><b>PHA Plan Update</b></p> <p>(a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission:</p> <ul style="list-style-type: none"> <li>• <b>Please see Attachment 1</b></li> </ul> <p>(b) Identify the specific location(s) where the public may obtain copies of the 5-Year and Annual PHA Plan. For a complete list of PHA Plan elements, see Section 6.0 of the instructions.</p> <p>The specific location(s) where the public may obtain copies of the 5-Year and Annual PHA Plan are the following:</p> <ul style="list-style-type: none"> <li>• <b>Community Development &amp; Public Housing Agency office located at, 603 N. Pine, Pittsburg, KS 66762</b></li> <li>• <b>City Clerk’s office located inside City Hall at, 201 W. 4<sup>th</sup>, Pittsburg, KS 66762</b></li> <li>• <b>City of Pittsburg, KS website at, pittks.org</b></li> </ul>
7.0	<p><b>Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers.</b> <i>Include statements related to these programs as applicable.</i></p> <ul style="list-style-type: none"> <li>• <b>Not Applicable (N/A)</b></li> </ul>
8.0	<p><b>Capital Improvements.</b> Please complete Parts 8.1 through 8.3, as applicable.</p> <ul style="list-style-type: none"> <li>• <b>Not Applicable (N/A)</b></li> </ul>
8.1	<p><b>Capital Fund Program Annual Statement/Performance and Evaluation Report.</b> As part of the PHA 5-Year and Annual Plan, annually complete and submit the <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i>, form HUD-50075.1, for each current and open CFP grant and CFFP financing.</p> <ul style="list-style-type: none"> <li>• <b>Not Applicable (N/A)</b></li> </ul>
8.2	<p><b>Capital Fund Program Five-Year Action Plan.</b> As part of the submission of the Annual Plan, PHAs must complete and submit the <i>Capital Fund Program Five-Year Action Plan</i>, form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan.</p> <ul style="list-style-type: none"> <li>• <b>Not Applicable (N/A)</b></li> </ul>

8.3	<p><b>Capital Fund Financing Program (CFFP).</b>  <input type="checkbox"/> Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements.</p> <ul style="list-style-type: none"> <li>• <b>Not Applicable (N/A)</b></li> </ul>
9.0	<p><b>HOUSING NEEDS</b></p> <p>The need for housing rental assistance is considerably great within our Pittsburg community. As a whole, 28.7% of the total population fall below the poverty level; 19.4% at the very-low income levels, and 9.3% at the extremely-low income levels. A key factor in determining the need for rental assistance is looking at the ratio of owner vs. renter occupied housing units. Pittsburg has an above national average at 52% of renter occupied households;</p> <p>With the term “affordable housing” typically defined as 30% of gross household income being paid toward housing costs; 43.1% of renter households in Pittsburg pay over 35% to rent, indicating that they are rent overburdened. Looking at our community income distribution, there is a greater percentage of renters in the lower income cohorts for both the general population and seniors with a total of 44.1% of renter households at or below 50% of the area median income limits.</p> <p>Pittsburg State University has a major demographic impact on the city with approximately 7,400 students. College students represent a significant group seeking housing in the community; some of these students occupy older, lower-cost housing, thus creating competition with other lower-income households seeking affordable housing. While the University students inflate the percent of households below the median household income, they also tend to distort the price of housing. This has placed our low-income households at a disadvantage when competing for affordable rental housing.</p> <p><b>2010 Census Data reveals the following:</b></p> <p><b>Total City of Pittsburg-Population Data</b>      *Total population for the City of Pittsburg is 20,233      *9,464 total households in Pittsburg      *11.7% are seniors age 65+      *37% of the population are PSU students      *28.7% of the total population fall below the poverty level</p> <p><b>Total City of Pittsburg- Income Data</b>      *Median Pittsburg household income \$31,164      *Per capita income of \$18,606      *19.4% of total household income falls below 50% of the area median income      *9.3% of total household income falls below 30% of the area median income</p> <p><b>Total Renter households</b>      *52% of all households are renter occupied      *27% of rental households fall within 50% of the area median income      *17% of rental households fall at or below 30% of the area median income</p> <p><b>Senior Renter households</b>      *15% of renter households are seniors age 65+      *34% of which fall within 50% of the area median income limits</p>
9.1	<p><b>Strategy for Addressing Housing Needs.</b> Provide a brief description of the PHA’s strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. <b>Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan.</b></p> <ul style="list-style-type: none"> <li>• <b>Multi facet community and inter-agency partnerships;</b></li> <li>• <b>City municipality resource allocations and community planning;</b></li> <li>• <b>Ongoing community education and a working knowledge of local need and resources available to those we serve;</b></li> <li>• <b>Ongoing staff training and certifications;</b></li> <li>• <b>Compliance with quality control standards and practices; and</b></li> <li>• <b>Continued communication with our program participants, applicants, program property owners, vested community members, etc.</b></li> </ul>

	<p><b>Additional Information.</b> Describe the following, as well as any additional information HUD has requested:</p> <p>(a) Progress in Meeting Mission and Goals</p> <ul style="list-style-type: none"> <li>• <b>Continued proven success through SEMAP High Performer Status;</b></li> <li>• <b>Successful external quality control measures: Minor S8 HCV program operations error found in FYE 2013 Audit;</b></li> <li>• <b>Measureable program lease up utilization at over 99% (which accounts for use of program reserve funds, as well);</b></li> <li>• <b>Established inter-agency and family resource advocates partnerships through communication &amp; educational literature sharing, etc;</b></li> <li>• <b>City municipality planning and administration focus on identifying and working to address the housing needs of our community--: Housing Needs Assessment analysis and report completed in 2014; newly realigned City department of Community Services and Planning, etc.</b></li> </ul> <p>(b) Significant Amendment and Substantial Deviation/Modification</p> <ul style="list-style-type: none"> <li>• <b>Not Applicable (N/A)</b></li> </ul>
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<p><b>11.0</b></p>	<p><b>Required Submission for HUD Field Office Review.</b> In addition to the PHA Plan template (HUD-50075), PHAs must submit the following documents. Items (a) through (g) may be submitted with signature by mail or electronically with scanned signatures, but electronic submission is encouraged. Items (h) through (i) must be attached electronically with the PHA Plan. <b>Note:</b> Faxed copies of these documents will not be accepted by the Field Office.</p> <p>(a) Form HUD-50077, <i>PHA Certifications of Compliance with the PHA Plans and Related Regulations</i> (which includes all certifications relating to Civil Rights)</p> <p>(b) Form HUD-50070, <i>Certification for a Drug-Free Workplace</i> (PHAs receiving CFP grants only) N/A</p> <p>(c) Form HUD-50071, <i>Certification of Payments to Influence Federal Transactions</i> (PHAs receiving CFP grants only) N/A</p> <p>(d) Form SF-LLL, <i>Disclosure of Lobbying Activities</i> (PHAs receiving CFP grants only) N/A</p> <p>(e) Form SF-LLL-A, <i>Disclosure of Lobbying Activities Continuation Sheet</i> (PHAs receiving CFP grants only) N/A</p> <p>(f) Resident Advisory Board (RAB) comments. Comments received from the RAB must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the recommendations and the decisions made on these recommendations.</p> <p>(g) Challenged Elements</p> <p>(h) Form HUD-50075.1, <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> (PHAs receiving CFP grants only)N/A</p> <p>(i) Form HUD-50075.2, <i>Capital Fund Program Five-Year Action Plan</i> (PHAs receiving CFP grants only) N/A</p>
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This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced 5-Year and Annual PHA Plans. The 5-Year and Annual PHA plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission and strategies for serving the needs of low-income and very low-income families. This form is to be used by all PHA types for submission of the 5-Year and Annual Plans to HUD. Public reporting burden for this information collection is estimated to average 12.68 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

**Privacy Act Notice.** The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality

## Instructions form HUD-50075

**Applicability.** This form is to be used by all Public Housing Agencies (PHAs) with Fiscal Year beginning April 1, 2008 for the submission of their 5-Year and Annual Plan in accordance with 24 CFR Part 903. The previous version may be used only through April 30, 2008.

### 1.0 PHA Information

Include the full PHA name, PHA code, PHA type, and PHA Fiscal Year Beginning (MM/YYYY).

### 2.0 Inventory

Under each program, enter the number of Annual Contributions Contract (ACC) Public Housing (PH) and Section 8 units (HCV).

### 3.0 Submission Type

Indicate whether this submission is for an Annual and Five Year Plan, Annual Plan only, or 5-Year Plan only.

### 4.0 PHA Consortia

Check box if submitting a Joint PHA Plan and complete the table.

### 5.0 Five-Year Plan

Identify the PHA's Mission, Goals and/or Objectives (24 CFR 903.6). Complete only at 5-Year update.

**5.1 Mission.** A statement of the mission of the public housing agency for serving the needs of low-income, very low-income, and extremely low-income families in the jurisdiction of the PHA during the years covered under the plan.

**5.2 Goals and Objectives.** Identify quantifiable goals and objectives that will enable the PHA to serve the needs of low income, very low-income, and extremely low-income families.

**6.0 PHA Plan Update.** In addition to the items captured in the Plan template, PHAs must have the elements listed below readily available to the public. Additionally, a PHA must:

- (a) Identify specifically which plan elements have been revised since the PHA's prior plan submission.
- (b) Identify where the 5-Year and Annual Plan may be obtained by the public. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on its official website. PHAs are also encouraged to provide each resident council a copy of its 5-Year and Annual Plan.

#### PHA Plan Elements. (24 CFR 903.7)

1. **Eligibility, Selection and Admissions Policies, including Deconcentration and Wait List Procedures.** Describe the PHA's policies that govern resident or tenant eligibility, selection and admission including admission preferences for both public housing and HCV and unit assignment policies for public housing; and procedures for maintaining waiting lists for admission to public housing and address any site-based waiting lists.

2. **Financial Resources.** A statement of financial resources, including a listing by general categories, of the PHA's anticipated resources, such as PHA Operating, Capital and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support public housing or tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources.
3. **Rent Determination.** A statement of the policies of the PHA governing rents charged for public housing and HCV dwelling units.
4. **Operation and Management.** A statement of the rules, standards, and policies of the PHA governing maintenance management of housing owned, assisted, or operated by the public housing agency (which shall include measures necessary for the prevention or eradication of pest infestation, including cockroaches), and management of the PHA and programs of the PHA.
5. **Grievance Procedures.** A description of the grievance and informal hearing and review procedures that the PHA makes available to its residents and applicants.
6. **Designated Housing for Elderly and Disabled Families.** With respect to public housing projects owned, assisted, or operated by the PHA, describe any projects (or portions thereof), in the upcoming fiscal year, that the PHA has designated or will apply for designation for occupancy by elderly and disabled families. The description shall include the following information: **1)** development name and number; **2)** designation type; **3)** application status; **4)** date the designation was approved, submitted, or planned for submission, and; **5)** the number of units affected.
7. **Community Service and Self-Sufficiency.** A description of: **(1)** Any programs relating to services and amenities provided or offered to assisted families; **(2)** Any policies or programs of the PHA for the enhancement of the economic and social self-sufficiency of assisted families, including programs under Section 3 and FSS; **(3)** How the PHA will comply with the requirements of community service and treatment of income changes resulting from welfare program requirements. **(Note: applies to only public housing).**
8. **Safety and Crime Prevention.** For public housing only, describe the PHA's plan for safety and crime prevention to ensure the safety of the public housing residents. The statement must include: (i) A description of the need for measures to ensure the safety of public housing residents; (ii) A description of any crime prevention activities conducted or to be conducted by the PHA; and (iii) A description of the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities.

9. **Pets.** A statement describing the PHAs policies and requirements pertaining to the ownership of pets in public housing.
10. **Civil Rights Certification.** A PHA will be considered in compliance with the Civil Rights and AFFH Certification if: it can document that it examines its programs and proposed programs to identify any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction's initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction.
11. **Fiscal Year Audit.** The results of the most recent fiscal year audit for the PHA.
12. **Asset Management.** A statement of how the agency will carry out its asset management functions with respect to the public housing inventory of the agency, including how the agency will plan for the long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs for such inventory.
13. **Violence Against Women Act (VAWA).** A description of: 1) Any activities, services, or programs provided or offered by an agency, either directly or in partnership with other service providers, to child or adult victims of domestic violence, dating violence, sexual assault, or stalking; 2) Any activities, services, or programs provided or offered by a PHA that helps child and adult victims of domestic violence, dating violence, sexual assault, or stalking, to obtain or maintain housing; and 3) Any activities, services, or programs provided or offered by a public housing agency to prevent domestic violence, dating violence, sexual assault, and stalking, or to enhance victim safety in assisted families.

**7.0 Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers**

- (a) **Hope VI or Mixed Finance Modernization or Development.** 1) A description of any housing (including project number (if known) and unit count) for which the PHA will apply for HOPE VI or Mixed Finance Modernization or Development; and 2) A timetable for the submission of applications or proposals. The application and approval process for Hope VI, Mixed Finance Modernization or Development, is a separate process. See guidance on HUD's website at: <http://www.hud.gov/offices/pih/programs/ph/hope6/index.cfm>
- (b) **Demolition and/or Disposition.** With respect to public housing projects owned by the PHA and subject to ACCs under the Act: (1) A description of any housing (including project number and unit numbers [or addresses]), and the number of affected units along with their sizes and accessibility features) for which the PHA will apply or is currently pending for demolition or disposition; and (2) A timetable for the demolition or disposition. The application and approval process for demolition and/or disposition is a separate process. See guidance on HUD's website at: [http://www.hud.gov/offices/pih/centers/sac/demo\\_dispo/index.cfm](http://www.hud.gov/offices/pih/centers/sac/demo_dispo/index.cfm)  
**Note:** This statement must be submitted to the extent that approved and/or pending demolition and/or disposition has changed.
- (c) **Conversion of Public Housing.** With respect to public housing owned by a PHA: 1) A description of any building or buildings (including project number and unit count) that the PHA is required to convert to tenant-based assistance or

that the public housing agency plans to voluntarily convert; 2) An analysis of the projects or buildings required to be converted; and 3) A statement of the amount of assistance received under this chapter to be used for rental assistance or other housing assistance in connection with such conversion. See guidance on HUD's website at: <http://www.hud.gov/offices/pih/centers/sac/conversion.cfm>

- (d) **Homeownership.** A description of any homeownership (including project number and unit count) administered by the agency or for which the PHA has applied or will apply for approval.
- (e) **Project-based Vouchers.** If the PHA wishes to use the project-based voucher program, a statement of the projected number of project-based units and general locations and how project basing would be consistent with its PHA Plan.

**8.0 Capital Improvements.** This section provides information on a PHA's Capital Fund Program. With respect to public housing projects owned, assisted, or operated by the public housing agency, a plan describing the capital improvements necessary to ensure long-term physical and social viability of the projects must be completed along with the required forms. Items identified in 8.1 through 8.3, must be signed where directed and transmitted electronically along with the PHA's Annual Plan submission.

**8.1 Capital Fund Program Annual Statement/Performance and Evaluation Report.** PHAs must complete the *Capital Fund Program Annual Statement/Performance and Evaluation Report* (form HUD-50075.1), for each Capital Fund Program (CFP) to be undertaken with the current year's CFP funds or with CFFP proceeds. Additionally, the form shall be used for the following purposes:

- (a) To submit the initial budget for a new grant or CFFP;
- (b) To report on the Performance and Evaluation Report progress on any open grants previously funded or CFFP; and
- (c) To record a budget revision on a previously approved open grant or CFFP, e.g., additions or deletions of work items, modification of budgeted amounts that have been undertaken since the submission of the last Annual Plan. The Capital Fund Program Annual Statement/Performance and Evaluation Report must be submitted annually.

Additionally, PHAs shall complete the Performance and Evaluation Report section (see footnote 2) of the *Capital Fund Program Annual Statement/Performance and Evaluation* (form HUD-50075.1), at the following times:

1. At the end of the program year; until the program is completed or all funds are expended;
2. When revisions to the Annual Statement are made, which do not require prior HUD approval, (e.g., expenditures for emergency work, revisions resulting from the PHAs application of fungibility); and
3. Upon completion or termination of the activities funded in a specific capital fund program year.

**8.2 Capital Fund Program Five-Year Action Plan**

PHAs must submit the *Capital Fund Program Five-Year Action Plan* (form HUD-50075.2) for the entire PHA portfolio for the first year of participation in the CFP and annual update thereafter to eliminate the previous year and to add a new fifth year (rolling basis) so that the form always covers the present five-year period beginning with the current year.

**8.3 Capital Fund Financing Program (CFFP).** Separate, written HUD approval is required if the PHA proposes to pledge any

portion of its CFP/RHF funds to repay debt incurred to finance capital improvements. The PHA must identify in its Annual and 5-year capital plans the amount of the annual payments required to service the debt. The PHA must also submit an annual statement detailing the use of the CFFP proceeds. See guidance on HUD's website at:

<http://www.hud.gov/offices/pih/programs/ph/capfund/cffp.cfm>

**9.0 Housing Needs.** Provide a statement of the housing needs of families residing in the jurisdiction served by the PHA and the means by which the PHA intends, to the maximum extent practicable, to address those needs. **(Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).**

**9.1 Strategy for Addressing Housing Needs.** Provide a description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. **(Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).**

**10.0 Additional Information.** Describe the following, as well as any additional information requested by HUD:

- (a) **Progress in Meeting Mission and Goals.** PHAs must include (i) a statement of the PHAs progress in meeting the mission and goals described in the 5-Year Plan; (ii) the basic criteria the PHA will use for determining a significant amendment from its 5-year Plan; and a significant amendment or modification to its 5-Year Plan and Annual Plan. **(Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).**
- (b) **Significant Amendment and Substantial Deviation/Modification.** PHA must provide the definition of "significant amendment" and "substantial deviation/modification". **(Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan.)**

- (c) PHAs must include or reference any applicable memorandum of agreement with HUD or any plan to improve performance. **(Note: Standard and Troubled PHAs complete annually).**

**11.0 Required Submission for HUD Field Office Review.** In order to be a complete package, PHAs must submit items (a) through (g), with signature by mail or electronically with scanned signatures. Items (h) and (i) shall be submitted electronically as an attachment to the PHA Plan.

- (a) Form HUD-50077, *PHA Certifications of Compliance with the PHA Plans and Related Regulations*
- (b) Form HUD-50070, *Certification for a Drug-Free Workplace (PHAs receiving CFP grants only)*
- (c) Form HUD-50071, *Certification of Payments to Influence Federal Transactions (PHAs receiving CFP grants only)*
- (d) Form SF-LLL, *Disclosure of Lobbying Activities (PHAs receiving CFP grants only)*
- (e) Form SF-LLL-A, *Disclosure of Lobbying Activities Continuation Sheet (PHAs receiving CFP grants only)*
- (f) Resident Advisory Board (RAB) comments.
- (g) Challenged Elements. Include any element(s) of the PHA Plan that is challenged.
- (h) Form HUD-50075.1, *Capital Fund Program Annual Statement/Performance and Evaluation Report (Must be attached electronically for PHAs receiving CFP grants only)*. See instructions in 8.1.
- (i) Form HUD-50075.2, *Capital Fund Program Five-Year Action Plan (Must be attached electronically for PHAs receiving CFP grants only)*. See instructions in 8.2.

## ATTACHMENT 2

Attachment 2 outlines the revisions made over the last fiscal year of the PHA's Section Eight (S8) Housing Choice Voucher (HCV) program Administration Plan.

The majority of the changes for the revision reflected in the 2015 Administration Plan were made necessary by the publication of the *Federal Register* notice regarding the Violence Against Women Reauthorization Act of 2013 (VAWA); issued August 6, 2013.

In addition to the extensive VAWA changes, minor modifications for clarification and wording were addressed but not provided in Attachment 2 for content; and all other revisions which include updates of federally mandated plan inclusions as published in the *Federal Register*, and PHA policy changes are highlighted and provided below.

The policies below are arranged by chapter, section, sub-section, etc. as found in the PHA's 2015 Section Eight (S8) Housing Choice Voucher (HCV) program Administration Plan.

### 1. 3-II.A. INCOME ELIGIBILITY AND TARGETING

#### Income Limits

HUD establishes income limits for all areas of the country and publishes them annually in the *Federal Register*. They are based upon estimates of median family income with adjustments for family size. The income limits are used to determine eligibility for the program and for income targeting purposes as discussed in this section.

#### Definitions of the Income Limits [24 CFR 5.603(b)]

*Low-income family.* A family whose annual income does not exceed 80 percent of the median income for the area, adjusted for family size.

*Very low-income family.* A family whose annual income does not exceed 50 percent of the median income for the area, adjusted for family size.

*Extremely low-income family.* A family whose annual income does not exceed **the higher of 30 percent of the median income or the federal poverty level (Added 5/2014).**

HUD may establish income ceilings higher or lower than 30, 50, or 80 percent of the median income for an area if HUD finds that such variations are necessary because of unusually high or low family incomes.

### 2. 3-III.D. SCREENING

#### Screening for Eligibility

PHAs are authorized to obtain criminal conviction records from law enforcement agencies to screen applicants for admission to the HCV program. This authority assists the PHA in complying with HUD requirements and PHA policies to deny assistance to applicants who are engaging in or have engaged in certain criminal activities. In order to obtain access to the records the PHA must require every applicant family to submit a consent form signed by each adult household member [24 CFR 5.903].

PHAs are required to perform criminal background checks necessary to determine whether any household member is subject to a lifetime registration requirement under a state sex offender program in the state where the housing is located, as well as in any other state where a household member is known to have resided [24 CFR 982.553(a)(2)(i)].

#### PHA Policy

The PHA will use the Dru Sjodin National Sex Offender database to screen applicants for admission.

Additionally, PHAs must ask whether the applicant, or any member of the applicant's household, is currently registered, or is subject to a lifetime registered sex offender registration requirement in any state [Notice PIH 2012-28]. (Added 4/2013)

If the PHA proposes to deny assistance based on a criminal record or on lifetime sex offender registration information, the PHA must notify the household of the proposed action and must provide the subject of the record and the applicant a copy of the record and an opportunity to dispute the accuracy and relevance of the information prior to a denial of admission. [24 CFR 5.903(f) and 5.905(d)].

### **3. 3-III.E. CRITERIA FOR DECIDING TO DENY ASSISTANCE**

#### **Consideration of Circumstances [24 CFR 982.552(c)(2)]**

HUD authorizes the PHA to consider all relevant circumstances when deciding whether to deny assistance based on a family's past history except in the situations for which denial of assistance is mandatory (see Section 3-III.B).

#### PHA Policy

The PHA will consider the following factors prior to making its decision:

The extent of participation or culpability of individual family members, including whether the culpable family member is a minor or a person with disabilities, or (as discussed further in section 3-III.G) a victim of domestic violence, dating violence, sexual assault, or stalking. (Added 5/2014)

The applicant must provide the necessary documentation and meet one of the following criteria to remain on the waiting list:

- Evidence the member is no longer subject to the requirements of parole or probation.
- Evidence that the required time has been served in accordance with the criminal justice system.
- Evidence that charges have been dropped.
- Evidence of successful completion of a certified supervised drug or alcohol rehabilitation program.
- Evidence of requirements in a diversion program are complete or met.

The PHA will follow the requirements as discussed further in section 3-III.G if the applicant is a victim of domestic violence, dating violence, sexual assault, or stalking. (Added 10/2010)

#### **4. 3-III.G. PROHIBITION AGAINST DENIAL OF ASSISTANCE TO VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, AND STALKING**

The Violence against Women Act of 2013 (VAWA) and the HUD regulation at 24 CFR 5.2005(b) prohibit PHAs from denying an applicant admission to the HCV program “on the basis that the applicant is or has been a victim of domestic violence, dating violence, sexual assault or stalking, if the applicant otherwise qualifies for assistance or admission.”

##### **Notification**

VAWA 2013 expanded notification requirements to include the obligation for PHAs to provide applicants who are denied assistance with a notice of rights and the form HUD-50066 at the time the applicant is denied. (Added 5/2014)

##### PHA Policy

The PHA acknowledges that a victim of domestic violence, dating violence, sexual assault, or stalking may have an unfavorable history (e.g., a poor credit history, a record of previous damage to an apartment, a prior arrest record) that would warrant denial under the PHA’s policies. Therefore, if the PHA makes a determination to deny assistance to an applicant family, the PHA will include in its notice of denial the VAWA information described in section 16-IX.C of this plan **as well as including a copy of the form HUD-50066 (Added 5/2014).** The PHA will request that an applicant wishing to claim protection under VAWA notify the PHA within 10 business days.

#### **5. 5-I.B. BRIEFING [24 CFR 982.301]**

The PHA must give the family an oral briefing and provide the family with a briefing packet containing written information about the program. Families may be briefed individually or in groups. At the briefing, the PHA must ensure effective communication in accordance with Section 504 requirements (Section 504 of the Rehabilitation Act of 1973), and ensure that the briefing site is accessible to individuals with disabilities. For a more thorough discussion of accessibility requirements, refer to Chapter 2.

##### **Notification and Attendance**

##### PHA Policy

Families will be notified of their eligibility for assistance at the time they are invited to attend a briefing. The notice will identify who is required to attend the briefing, as well as the date and time of the scheduled briefing.

If the notice is returned by the post office with no forwarding address, the applicant will be denied and their name will not be placed back on the waiting list. If the notice is

returned by the post office with a forwarding address, the notice will be re-sent to the address indicated.

Applicants who fail to attend a scheduled briefing will be scheduled for another briefing automatically. The PHA will notify the family of the date and time of the second scheduled briefing. Applicants who fail to attend two scheduled briefings, without prior PHA approval, will be denied assistance (see Chapter 3). (Added 5/2014)

#### **6. 5-II.B. DETERMINING FAMILY UNIT (VOUCHER) SIZE [24 CFR 982.402]**

For each family, the PHA determines the appropriate number of bedrooms under the PHA subsidy standards and enters the family unit size on the voucher that is issued to the family. The family unit size does not dictate the size of unit the family must actually lease, nor does it determine who within a household will share a bedroom/sleeping room.

The following requirements apply when the PHA determines family unit size:

- The subsidy standards must provide for the smallest number of bedrooms needed to house a family without overcrowding.
- The subsidy standards must be consistent with space requirements under the housing quality standards.
- The subsidy standards must be applied consistently for all families of like size and composition.
- A child who is temporarily away from the home because of placement in foster care is considered a member of the family in determining the family unit size.
- A family that consists of a pregnant woman (with no other persons) must be treated as a two-person family.
- Any live-in aide (approved by the PHA to reside in the unit to care for a family member who is disabled or is at least 50 years of age) must be counted in determining the family unit size;
- Unless a live-in-aide resides with a family, the family unit size for any family consisting of a single person must be either a zero- or one-bedroom unit, as determined under the PHA subsidy standards.

##### PHA Policy

The PHA will assign one bedroom for each two persons within the household, except in the following circumstances:

Persons of the opposite sex (other than spouses, and children under age 1) will be allocated separate bedrooms. (Added 11/2013)

Live-in aides will be allocated a separate bedroom.

Single person families will be allocated one bedroom.

The PHA will reference the following chart in determining the appropriate voucher size for a family:

<b>Voucher Size</b>	<b>Persons in Household (Minimum – Maximum)</b>
1 Bedroom	1-2
2 Bedrooms	2-4
3 Bedrooms	3-6
4 Bedrooms	4-8
5 Bedrooms	6-10

## **7. 6-III.D. APPLYING UTILITY ALLOWANCES [24 CFR 982.517]**

### **Overview**

A PHA-established utility allowance schedule is used in determining family share and PHA subsidy. The PHA must use the lower of the family's voucher bedroom size or the unit size when establishing the family's utility allowance (Added 5/2014). See Chapter 5 for information on the PHA's subsidy standards.

## **8. 8-I.C. LIFE-THREATENING CONDITIONS [24 CFR 982.404(a)]**

HUD requires the PHA to define life-threatening conditions and to notify the owner or the family (whichever is responsible) of the corrections required. The responsible party must correct life-threatening conditions within 24 hours of PHA notification.

### PHA Policy

The following are considered life-threatening conditions:

- Any condition that jeopardizes the security of the unit
- Major plumbing leaks or flooding, waterlogged ceiling or floor in imminent danger of falling
- Natural or LP gas or fuel oil leaks
- Any electrical problem or condition that could result in shock or fire
- Absence of a working heating system when outside temperature is below 60 degrees Fahrenheit.
- Utilities not in service, including no running hot water
- Conditions that present the imminent possibility of injury
- Obstacles that prevent safe entrance or exit from the unit
- Absence of a functioning toilet in the unit
- Inoperable smoke detectors

## Inoperable carbon monoxide detectors (Added 5/2014)

If a family fails to correct a family-caused life-threatening condition as required by the PHA, the PHA will enforce the family obligations. See 8-II.H.

The owner will be required to repair an inoperable smoke/carbon monoxide (Added 5/2014) detector unless the PHA determines that the family has intentionally disconnected it (by removing batteries or other means). In this case, the family will be required to repair the smoke/carbon monoxide (Added 5/2014) detector within 24 hours.

### 9. 12-II.F. TERMINATION NOTICE

HUD regulations require PHAs to provide written notice of termination of assistance to a family only when the family is entitled to an informal hearing. However, since the family's HAP contract and lease will also terminate when the family's assistance terminates [form HUD-52641], it is a good business practice to provide written notification to both owner and family anytime assistance will be terminated, whether voluntarily or involuntarily.

#### PHA Policy

Whenever a family's assistance will be terminated, the PHA will send a written notice of termination to the family and to the owner. The PHA will also send a form HUD-50066 to the family with the termination notice (Added 5/2014). The notice will state the date on which the termination will become effective. This date generally will be at least 30 calendar days following the date of the termination notice, but exceptions will be made whenever HUD rules, other PHA policies, or the circumstances surrounding the termination require.

When the PHA notifies an owner that a family's assistance will be terminated, the PHA will, if appropriate, advise the owner of his/her right to offer the family a separate, unassisted lease.

When a family requests to be terminated from the program they will be requested to do so in writing to the PHA (see section 12-I.C.). However, other means of notification will be accepted. The PHA will then send a confirmation notice to the family and the owner within 10 business days of the family's request, but no later than the termination effective date (as requested by the family). (Added 10/2010)

If a family whose assistance is being terminated is entitled to an informal hearing, the notice of termination that the PHA sends to the family must meet the additional HUD and PHA notice requirements discussed in section 16-III.C of this plan. VAWA 2013 expands notification requirements to require PHAs to provide notice of VAWA rights and the HUD 50066 form when a PHA terminates a household's housing benefits. (Added 5/2014)

#### PHA Policy

Whenever the PHA decides to terminate a family's assistance because of the family's action or failure to act, the PHA will include in its termination notice the VAWA information described in section 16-IX.C of this plan and a form HUD-50066 (Added

5/2014). The PHA will request that a family member wishing to claim protection under VAWA notify the PHA within 10 business days.

#### **10. 12-III.B. GROUNDS FOR OWNER TERMINATION OF TENANCY [24 CFR 982.310, 24 CFR 5.2005(c), and Form HUD-52641-A, Tenancy Addendum]**

During the term of the lease, the owner is not permitted to terminate the tenancy except for serious or repeated violations of the lease, certain violations of state or local law, or other good cause.

##### **Criminal Activity or Alcohol Abuse**

The owner may terminate tenancy during the term of the lease if any *covered person*—meaning any member of the household, a guest, or another person under the tenant’s control—commits any of the following types of criminal activity (for applicable definitions see 24 CFR 5.100):

- Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises)
- Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises
- Any violent criminal activity on or near the premises
- Any drug-related criminal activity on or near the premises

However, in the case of criminal activity directly related to domestic violence, dating violence, sexual assault or stalking, if the tenant or an affiliated individual (Added 5/2014) is the victim, the criminal activity may not be construed as cause for terminating the victim’s tenancy (see section 12-II.E).

#### **11. 16-IX.C. NOTIFICATION [24 CFR 5.2005(a)]**

##### **Notification to Program Applicants and Participants [24 CFR 5.2005(a)(1)]**

PHAs are required to inform program applicants and participants of their rights under VAWA, including their right to confidentiality and the limits thereof, when they are denied assistance, when they are admitted to the program, and when they are notified of an eviction or termination of housing benefits (Added 5/2014).

#### **12. 16-IX.D. DOCUMENTATION [24 CFR 5.2007]**

A PHA presented with a claim for initial or continued assistance based on status as a victim of domestic violence, dating violence, sexual assault, stalking, or criminal activity related to any of these forms of abuse may—but is not required to—request that the individual making the claim document the abuse. Any request for documentation must be in writing, and the individual must be allowed at least 14 business days after receipt of the request to submit the documentation. The PHA may extend this time period at its discretion. [24 CFR 5.2007(a)]

The individual may satisfy the PHA's request by providing any one of the following three forms of documentation [24 CFR 5.2007(b)]:

- (1) A completed and signed HUD-approved certification form (HUD-50066, Certification of Domestic Violence, Dating Violence, or Stalking), which must include the name of the perpetrator **only if the name of the perpetrator is safe to provide and is known to the victim (Added 5/2014)**
- (2) A federal, state, tribal, territorial, or local police report or court record
- (3) Documentation signed by a person who has assisted the victim in addressing domestic violence, dating violence, sexual assault or stalking, or the effects of such abuse. This person may be an employee, agent, or volunteer of a victim service provider; an attorney; or a medical professional. **Acceptable documentation also includes a record of an administrative agency, and documentation from a mental health professional (Added 5/2014).** The person signing the documentation must attest under penalty of perjury to the person's belief that the incidents in question are bona fide incidents of abuse. The victim must also sign the documentation.

**PHA Certifications of Compliance with the PHA Plans and Related Regulations:  
Board Resolution to Accompany the PHA 5-Year and Annual PHA Plan**

*Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the  5-Year and/or  Annual PHA Plan for the PHA fiscal year beginning 2015, hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:*

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA certifies that there has been no change, significant or otherwise, to the Capital Fund Program (and Capital Fund Program/Replacement Housing Factor) Annual Statement(s), since submission of its last approved Annual Plan. The Capital Fund Program Annual Statement/Annual Statement/Performance and Evaluation Report must be submitted annually even if there is no change.
4. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Board or Boards in developing the Plan, and considered the recommendations of the Board or Boards (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
6. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
7. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identify any impediments to fair housing choice within those programs, address those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and maintain records reflecting these analyses and actions.
8. For PHA Plan that includes a policy for site based waiting lists:
  - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2006-24);
  - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
  - Adoption of site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
  - The PHA shall take reasonable measures to assure that such waiting list is consistent with affirmatively furthering fair housing;
  - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
9. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
10. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
11. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.

12. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
13. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
14. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
15. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
16. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
17. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
18. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
19. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
20. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
21. The PHA provides assurance as part of this certification that:
  - (i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
  - (ii) The changes were duly approved by the PHA Board of Directors (or similar governing body); and
  - (iii) The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours.
22. The PHA certifies that it is in compliance with all applicable Federal statutory and regulatory requirements.

Pittsburg Public Housing Agency  
PHA Name

KS-149  
PHA Number/HA Code

5-Year PHA Plan for Fiscal Years 20 15 - 20   

Annual PHA Plan for Fiscal Years 20 15 - 20   

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

<u>Monica Murnan</u> Name of Authorized Official	<u>Mayor, City of Pittsburg, KS.</u> Title
 Signature	 Date

**Civil Rights Certification**

**U.S. Department of Housing and Urban Development**  
Office of Public and Indian Housing  
Expires 4/30/2011

**Civil Rights Certification**

**Annual Certification and Board Resolution**

*Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioner, I approve the submission of the Plan for the PHA of which this document is a part and make the following certification and agreement with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:*

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing.

Pittsburg Public Housing Agency

KS149

\_\_\_\_\_  
PHA Name

\_\_\_\_\_  
PHA Number/HA Code

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)	
Name of Authorized Official	Title
Monica Murnan	Mayor, City of Pittsburg
Signature	Date

## NOTICE OF PUBLIC HEARING

The Pittsburg City Commission will hold a Public Hearing on October 14<sup>th</sup>, 2014 at 5:30 pm, located in the Law Enforcement Center at 201 N. Pine., to take public comments on the 2015 Section 8 Administration Plan and the 2015 Five Year Plan. Both documents are local guides for the administration of the Section 8 Housing Choice Voucher (HCV) rental assistance program. The Pittsburg Public Housing Agency located at 603 N. Pine will accept written comments prior to the hearing. All public comments will be included in the Section 8 Program Five Year Plan. Questions should be submitted to Lacie Cottrell at 232-1210. For those in need of special accommodations, please contact the City Clerk at 231-4100 by 4:00 pm on Friday, October 10<sup>th</sup>, 2014.

The Section 8 Administration Plan and the Five Year Plan are available for review at the following locations: Pittsburg Public Housing Agency, 603 N. Pine; City Clerk's office at City Hall, 201 W. 4<sup>th</sup>; and the City's website, <http://www.pittks.org/>.

(Publish in the Morning Sun on Saturday August 30<sup>th</sup>, 2014)

# AFFIDAVIT OF PUBLICATION

STATE OF KANSAS  
CRAWFORD COUNTY

SS.

Andrew Nash, being first duly sworn, Deposes and says:

That he is Editor of The Morning Sun, a daily Newspaper printed in the State of Kansas, and published in and of general circulation in Crawford County, Kansas, with a general paid circulation on a daily basis in Crawford County, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is a weekly published at least weekly 50 times a year; has been so published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice; and has been admitted at the post office of Pittsburg, Kansas, in said County as second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for one (1) consecutive day, the first publication thereof being made as aforesaid on the 30th day of August, 2014, with subsequent publications being made on the following dates:

- 2nd \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ 5th \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_
- 3rd \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ 6th \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_
- 4th \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ 7th \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

*Andrew Nash*  
Editor

Subscribed and sworn to before me this 2nd day of September 2014.

*Styrella Bush*  
Notary Public

My commission expires: May 16, 2016

Printer's fee: \$ 30.11

Additional copies \$ \_\_\_\_\_



RECEIVED  
SEP 04 2014

## NOTICE OF PUBLIC HEARING

The Pittsburg City Commission will hold a Public Hearing on October 14th, 2014 at 5:30 pm, located in the Law Enforcement Center at 201 N. Pine., to take public comments on the 2015 Section 8 Administration Plan and the 2015 Five Year Plan. Both documents are local guides for the administration of the Section 8 Housing Choice Voucher (HCV) rental assistance program. The Pittsburg Public Housing Agency located at 603 N. Pine will accept written comments prior to the hearing. All public comments will be included in the Section 8 Program Five Year Plan. Questions should be submitted to Lacie Cottrell at 232-1210. For those in need of special accommodations, please contact the City Clerk at 231-4100 by 4:00 pm on Friday, October 10th, 2014. The Section 8 Administration Plan and the Five Year Plan are available for review at the following locations: Pittsburg Public Housing Agency, 603 N. Pine; City Clerk's office at City Hall, 201 W. 4th; and the City's website, <http://www.pittks.org/>.

(Publish in the Morning Sun on Saturday August 30th, 2014)

**CITIZEN'S ADVISORY BOARD  
ON NEIGHBORHOOD REVITALIZATION  
MINUTES OF MEETING  
AUGUST 18<sup>TH</sup>, 2014**

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MEMBERS ATTENDING: CHERYL MAYO, VICE CHAIR  
TONY DELLASEGA, 1<sup>ST</sup> VICE CHAIR  
KRISTA SMITH

MEMBERS ABSENT: BECKY GRAY, CHAIRMAN  
CATHY LEE ARCUINO

STAFF ATTENDING: LACIE COTTRELL

GUEST ATTENDING: NONE

The Pittsburg Citizens Advisory Board (CAB) met on Monday, August 18th, 2014, at 4:30 p.m. in the upstairs conference room inside City Hall located at 201 W. 4<sup>th</sup> Street.

- 1) **CALL MEETING TO ORDER-** Vice Chair Cheryl Mayo, called the meeting to order at 4:40PM.
- 2) **APPROVAL OF MINUTES OF LAST MEETING, MAY 5<sup>TH</sup>, 2014** –Cheryl Mayo moved to approve the minutes as submitted of the last meeting held. Tony Dellasega seconded the motion. Approved unanimously.
- 3) **NEW BUSINESS**  
ACTION REQUIRED:

**A) REVIEW OF 2015 S8 ADMINISTRATION & ANNUAL PLAN** -The first order of business was the review of the Public Housing Agency's (PHA) 2015 Section Eight (S8) Housing Choice Voucher (HCV) program Administration and Annual Plan. The proposed revisions for the PHA Admin Plan were provided and discussed by Lacie. The proposed revisions will be advertised and available for public discussion at a later date and before the City Commission; at which time any Community, Commission, and PHA may alter and furthermore adopt PHA policies for the 2015 fiscal year. The 2015 PHA Admin Plan changes accompany the meeting minutes. Krista Smith moved to approve the proposed 2015 Administration Plan for further City Commission approval. Cheryl Mayo seconded the motion. Approved unanimously.

NO ACTION REQUIRED:

**B) UPDATE OF HOME GRANT REHABILITATION PROGRAM-** An update of the 2012 HOME grant was provided by Lacie to the CAB members, informing each of the completion of the HOME grant rehabilitation projects. The grant, with an award amount of \$231,000 and

supplemented with a \$55,000 match of funds from the City of Pittsburg, provided home rehabilitation and repairs for 12 Pittsburg low-to-moderate income families.

**C) UPDATE OF LINCOLN SQUARE DEVELOPMENT-**An update of the lot development and homebuyer/homeowner status for Lincoln Square Development, was provided by Lacie to the CAB members. Discussed amongst the attending members were the financial challenges faced by moderate income households when applying for a home mortgage. Tony Dellasega offered insight into the current lending market and the barriers that mortgage applicants will likely encounter. The need for a re-grouping of participating lenders of the Lincoln Square Development grant project was discussed and agreed upon by the attending CAB members, as a means to better understand the financial obstacles keeping moderate income homebuyer applicants from mortgage approvals.

**D) UPDATE OF 2014 HOUSING NEEDS ASSESSMENT-** Lacie discussed the undertaking of a 2014 Housing Needs Assessment, set for completion by late July. The Assessment, which was contracted out to the consulting firm of Novogradac and Co., will provide insight, demographics & statistics, as well as strategies for the City of Pittsburg to consult for community planning and development purposes. The final Housing Needs Assessment report findings will be presented at a later identified City Commission meeting date.

**E) REVIEW OF EMERGENCY REHABILITATION PROGRAM- PENDING PROJECT-** The Community Development & Public Housing office has been working closing with the Public Utilities Department & the City's Building Inspector, to provide possible emergency assistance to mediate a sewer line leak. Lacie explained that the financial burden to address the sewer leak fell on the homeowner, which by all program guidelines, is eligible for the City's Emergency Repair Program. The application is in the early stages of processing, and would cover up to \$1,800 of the repair costs. The balance of repair cost would be processed under the City's Rehabilitation Loan Program, pending CAB approval. Lacie will provide an update as applicable with regard to the homeowner and sewer repair, as described above.

**F) REVIEW OF REHABILITATION LOAN PROGRAM- PENDING PROJECT**

**4) OLD BUSINESS-** No old business to discuss

**5) ADDITIONAL ITEMS FROM BOARD MEMBERS-** No items to discuss

**6) ADJOURNMENT-**With no further business discussed, Cheryl Mayo moved, seconded by Becky Gray, to adjourn the meeting. Motion carried and the meeting adjourned at 5:30 p.m.

Respectfully Submitted,

Lacie Cottrell

## INTEROFFICE MEMORANDUM

To: City Manager Daron Hall

From: Fire Chief Mike Simons

CC:

Date: Tuesday, October 14, 2014

Subject: SEK Regional Commission CDBG grant request application

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The City of Pittsburg is working with SEK Regional Planning Commission to apply for a grant for the replacement of our 1986 Squad 5 brush truck. This twenty-eight year old apparatus has multiple responsibilities within the protocols of our emergency responses. Examples include natural cover fires, prime mover for our rescue boat and swift water equipment, annual testing of our 1275 fire hydrants, and it is our primary back up unit for our Rescue 7 emergency response apparatus that responds to a majority of our EMS calls.

The City of Pittsburg is eligible to apply for a fire truck through the CDBG (Community Development Block Grant) this year and is not required to complete Income Surveys. We currently meet the LMI requirements according to the 2010 Census. The administrative and CDBG fees are included in the grant and will not be our responsibility. If awarded the grant, we will be responsible for environmental fees and for 50% of the total cost of the apparatus. The estimated cost of the brush truck is \$76,906.00. If awarded the grant, the City's maximum responsibility will be \$38,953.00

A public hearing is required to consider the application. There are two resolutions that require approval from the commission. The first is a resolution that identifies the Commission's support of the application and commits to the amount of local match. The second resolution states that the City will provide operational and maintenance cost after we take possession of the apparatus. The matching funds will come from the Public Safety Sales Tax fund that is scheduled in 2015. The application deadline is November 3, 2014.

Please place this item on the agenda for the City Commission review and approval to approve the submittal of the application and have the mayor sign all appropriate documents.

**AGREEMENT FOR ADMINISTRATIVE CONSULTING SERVICES  
FOR A 2015 KANSAS SMALL CITIES COMMUNITY DEVELOPMENT BLOCK  
GRANT PROJECT FOR SEWER IMPROVEMENTS  
(CDBG PROJECT NO. \_\_\_\_\_)**

**THIS AGREEMENT** is made this 14th day of October, **2014**, by and between the Southeast Kansas Regional Planning Commission, hereinafter referred to as Administrative Consultant, and **City of Pittsburg**, Kansas, hereinafter referred to as City.

**WHEREAS**, the City desires to engage in a community improvement project described as the **Pittsburg Urban Fire Brush Truck** project.

**WHEREAS**, the project is being funded in part by a 2015 Kansas Small Cities Community Development Block Grant (CDBG), awarded on \_\_\_\_\_.

**NOW, THEREFORE**, the City engages the services of an Administrative Consultant to administer the project based upon the following terms and conditions:

**1. UTILIZATION OF CDBG FUNDS**

The Administrative Consultant shall be familiar with pertinent Federal and State laws and regulations concerning the administration of projects involving the utilization of Kansas Small Cities Community Development Block Grant funds for the purpose of making community improvements.

**II. TERMINATION OF CONTRACT**

**A. WITHOUT CAUSE**

This contract may be terminated by either party, at any time, without cause and upon giving no less than 30 days written notice. The Administrative Consultant, upon receipt of notice of a termination without cause, shall have ten days to request a hearing before the City's Governing Body regarding said termination. If the termination is affirmed by the City, any unpaid balance due, pursuant to the terms and condition of Paragraph 8, shall be paid immediately upon written request.

The City shall be entitled to a prorated refund of fees actually paid the Administrative Consultant upon termination of the Agreement by the Administrative Consultant without cause. Such prorated refund shall be according to the following formula: (1). All amounts actually paid to the Administrative Consultant, less 20% of the total agreement amount, if termination shall become effective within the first ninety days of this agreement. (2). All amounts actually paid to the Administrative Consultant, less 30% of the total agreement amount, if termination shall become effective within the 91<sup>st</sup> through 180<sup>th</sup> days of this agreement. (3). All amounts actually paid to the Administrative Consultant, less 40% of the total agreement amount, if termination shall become effective within the 181<sup>st</sup> through 270<sup>th</sup> days of this agreement. (4). All amounts actually paid to the Administrative Consultant, less 50% of the total agreement amount after the 271<sup>st</sup> day of this agreement.

**B. FOR CAUSE**

Termination for cause shall mean:

- (1.) The successful completion of the project becomes impractical for any reason; or
- (2.) A material breach in the performance of the requirements of this Agreement.

Upon the termination of this Agreement for cause, the Administrative Consultant shall be entitled to receive any funds still due and owing pursuant to Paragraph 8, subject to the following terms and conditions. If the termination for cause is a result of the Administrative Consultant's failure to appropriately perform any obligation of this Agreement, the result of which causes the City to receive a penalty or fine, or incur damages or unanticipated expenses, then the City shall have the right to retain sufficient funds to cover the fine, penalty, damages or expenses, including a reasonable attorney's fee.

**C. AFTER TERMINATION**

In the event of termination of this agreement by either party, all finished or unfinished documents, studies and reports prepared by the Administrative Consultant under this Agreement shall, at the option of the City, become the property of the City.

**III. CHANGES**

The City may, from time to time, request changes in the scope of the services of the Administrative Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Administrative Consultant's compensation, which are mutually agreed upon by and between the City and the Administrative Consultant, shall be incorporated in written amendments to the Agreement.

However, upon completion of the initial FORMAT II Environmental Assessment for the captioned project, the Administrative Consultant shall be entitled to additional compensation if an additional FORMAT II Environmental Assessment(s) shall be required. For each completed additional FORMAT II Environmental Assessment for the captioned project, the Administrative Consultant shall be entitled to an additional amount of \$2,500.

**IV. PERSONNEL AND ASSIGNABILITY**

- A. The Administrative Consultant complies with, and shall maintain compliance with, the Administrator Certification Requirements established by the Kansas Department of Commerce.
- B. The Administrative Consultant represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of, or have any contractual relationship with, the City.
- C. All of the services required hereunder will be performed by the Administrative Consultant personnel and all such personnel shall be fully qualified to perform such services.
- D. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. However, any claims for money by the Administrative Consultant from the City, under this Agreement, may be assigned to a bank, trust company or other financial institution without such approval. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

**V. SERVICES PROVIDED BY THE ADMINISTRATIVE CONSULTANT**

Services outlined in this Agreement are those necessary to effectively administer a Kansas Small Cities CDBG project for community improvements. The following summary of services is not intended to limit the scope of services, but is intended to illustrate the work and services to be provided by the Administrative Consultant. The services are divided into five phases, which are the Grant Award, Environmental, Preconstruction, Construction and Close-Out.

**A. GRANT AWARD**

- 1. Prepare the Kansas Small Cities Community Development Block Grant contractual agreement between the Kansas Department of Commerce and the City in accordance with KDOC's Condition Letter.
- 2. Assist the City in the preparation of the Financial Management Checklist and Signature Forms.
- 3. Prepare the Project Budget.
- 4. Prepare any other documents that KDOC may require from time to time.

**B. ENVIRONMENTAL**

1. Prepare an initial FORMAT II Environmental Assessment in compliance with CDBG Program Requirements.
  - a. Upon completion of the initial FORMAT II Environmental Assessment for the captioned project, and in the event that additional FORMAT II Environmental Assessment(s) shall be required, then the Administrative Consultant shall be entitled to additional compensation in the amount of \$2,500 upon completion of each additional FORMAT II Environmental Assessment.
  - b. The Administrative Consultant shall not be required to perform environmental assessment activities that exceed the scope of FORMAT II Environmental Assessment.
  - c. The Administrative Consultant shall assist the City in developing procurement documents and completing the procurement process for specialized services necessary to complete and EIS or other specialized environmental studies, surveys and/or reports as may be required for the completion of the captioned project.
2. Draft and furnish the City all legal notices required to meet KDOC's environmental requirements.
3. Inform and advise the City staff throughout the environmental review process.
4. Send to all appropriate agencies the necessary environmental information so that those agencies may review and comment on the CDBG project as part of the environmental review process. Maintain a list of all agencies which received the environmental information.
5. Conduct, with the City, any hearings that may be necessary.
6. Prepare, for the City, the Finding of No Significant Impact public notice.
7. Prepare, for the City, the Request for Release of Funds public notice.
8. Prepare, for the City, the Environmental Certification Form and the Request for Release of Funds.

**C. PRECONSTRUCTION**

1. Assist the City with the preparation and adoption of the required procurement policy and resolution.
2. Assist the City in the procurement of architectural and/or engineering services, if necessary.
3. Assist in the preparation of those bid documents that are not normally prepared by the engineer or architect.
4. Furnish the required labor, civil rights and other federal regulations to be included with the bid documents.
5. Review bid documents prior to their release for federal compliance.
6. Send notices of the Invitation to Bid to several minority and/or women-owned construction firms.
7. Review legal notices and monitor the bid procedure to assure federal compliance.
8. Attend bid opening and report to the City.
9. Review all contracts for compliance with CDBG regulations.
10. Notify all necessary parties of the required preconstruction conference, and establish with contractor,

City and other, the date, time and place for the conference.

11. Conduct the portion of the preconstruction conference that concerns CDBG regulations and funding.
12. Prepare all CDBG required notices and forms covering bids, preconstruction conference, contract awards and construction start dates.
13. Perform the duties of Labor Standards Officer.
14. Assist the City in the establishment of a CDBG project filing system.
15. Apply for and furnish Davis-Bacon wage rates for all required construction contracts.
16. Should the City perform any or all engineering/architectural services and/or construction activities with its own employees, the Administrative Consultant will advise and review the procurement of materials, equipment and employee time sheets to help insure compliance with CDBG regulations.

**D. CONSTRUCTION**

1. Prepare all requests for CDBG funds (drawdowns) for City action.
2. Prepare the Estimated Cash Disbursements Report required to be submitted along with drawdown requests.
3. Prepare all quarterly Progress Reports for the City's review and approval.
4. Review all payment requests to assure compliance with the CDBG rules and regulations.
5. Monitor the project site for federal labor standards compliance.
6. Serve as the City's liaison with KDOC.
7. Attend all KDOC monitoring visits and assist the City with responses to KDOC compliance letters.
8. Report any major changes in project schedule to the City that are made known to the Administrative Consultant.

**E. CLOSE-OUT**

1. Upon completion of the project, prepare the KDOC close-out packet to fulfill the requirements set out by KDOC.
2. Assist in the final inspection of the project.
3. Assist the City in securing a qualified auditing firm, if necessary, that satisfies CDBG regulations.

**VI. RECORDS AND AUDITS**

The Administrative Consultant shall assist the City in maintaining CDBG project records, including property and financial records, adequate to identify and account for all costs pertaining to the project to assure proper accounting for all project funds, both Federal and non-Federal shares.

The Administrative Consultant shall assist the City in developing a financial management system which will comply with the U.S. Office of Management and Budget (OMB) Circular A-102 (Revised).

The City will be responsible for having the records audited by a Certified Public Accountant at the completion of the project. The expense for this audit will be a responsibility of the City. At the discretion of the City, the Administrative Consultant will assist the City in procuring auditing services and with preparing the agreement for such services.

## **VII. COMPLIANCE WITH LAWS**

The Administrative Consultant shall comply with all applicable laws, ordinances and codes of the State and local governments. This includes, but is not limited to:

### **A. EXECUTIVE ORDER 11246, AS AMENDED**

During the performance of this Agreement, the Administrative Consultant agrees to comply with the following Equal Employment Opportunity provisions:

1. The Administrative Consultant will not discriminate against any employee or qualified applicant for employment because of race, creed, sex, color, national origin, or mental or physical handicap. The Administrative Consultant will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment without regard to their race, creed, sex, color, national origin, or mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Administrative Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause.
2. The Administrative Consultant will, in all solicitation or advertisements for employees placed by or on behalf of the Administrative Consultant, state all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin, or physical or mental handicap.
3. The Administrative Consultant will cause the foregoing provision to be inserted in all subcontracts for any work covered by this Agreement so said provisions will be binding upon each subcontractor.
4. The Administrative Consultant will comply with all provisions of the Davis-Bacon Act, and of the rules, regulations and relevant orders of the United States Secretary of Labor.

### **B. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

### **C. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

No person in the United States shall, on the grounds of race, color, national origin, sex or handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

### **D. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED**

The Administrative Consultant must comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual shall, solely by reasons of his or her handicap, be excluded from participation (including employment), be denied program benefits or be subjected to discrimination under any program or activity receiving Federal funds.

### **E. AGE DISCRIMINATION ACT OF 1975, AS AMENDED**

No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

### **F. FAIR HOUSING AMENDMENTS ACT OF 1988**

The Administrative Consultant shall comply with all provisions of the Fair Housing Amendments Act of 1988, which prohibits discrimination in housing on the basis of race, color, religion, sex, national origin, handicap or familial status.

**G. EXECUTIVE ORDER 11063**

No person shall, on the basis of race, color, religion, sex or national origin, be discriminated against in regards to housing and related facilities provided with Federal assistance or in lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the Federal Government.

**H. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968, AS AMENDED**

The Administrative Consultant shall, to the greatest extent feasible, provide that opportunities for training and employment shall be given to lower-income residents of the project area, and that contracts, in connection with the project, be awarded to business concerns located in, or owned in substantial part, by residents of the project area.

**I. KANSAS ACT AGAINST DISCRIMINATION**

The Administrative Consultant shall comply with the provisions of Articles 10 and 11 of the K.S.A. Chapter 44, which prohibits discrimination in employment, public accommodations or housing, on the basis of race, religion, color, sex, physical handicap, national origin or ancestry.

**J. COPYRIGHT RESTRICTION**

No report, maps or other documents produced in whole or in part under this Agreement shall be subject of an application for a copyright by or on the behalf of the Administrative Consultant.

**K. INTEREST OF MEMBERS OF A CITY GOVERNMENT**

No members of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of this project, shall have any personal financial interest, direct or indirect, in the Agreement, and the Administrative Consultant shall take appropriate steps to insure compliance.

**L. INTEREST OF ADMINISTRATIVE CONSULTANT AND EMPLOYEES**

The Administrative Consultant covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Administrative Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

**M. SECTION 503 OF THE REHABILITATION ACT OF 1973**

The Administrative Consultant must comply with Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance employment of mentally and physically disabled individuals.

**N. SECTION 912 OF THE CRANSTON-GONZALES NATIONAL AFFORDABLE HOUSING ACT OF 1990**

The Administrative Consultant must comply with Section 912 of the Cranston-Gonzales National Affordable Housing Act which prohibits discrimination on the basis of religious preference.

**VIII. FEES**

The City agrees to pay the Administrative Consultant the sum of **Seven Thousand Five Hundred** Dollars (\$7,500) as the total agreement amount charged for the services outlined in Section V. of this Agreement. As prescribed by the requirements of the Kansas Department of Commerce Small Cities CDBG Program, the City will be billed incrementally for this total Agreement amount as follows:

- 25%** of the total Agreement amount upon issuance of an Environmental Clearance and a Notice of Release of Funds by the Kansas Small Cities CDBG Program.
- 25%** upon the City's approval of the first construction pay estimate.
- 25%** when project construction is 50% complete.
- 15%** upon the City's approval of the Notice of Substantial Completion and prior to close-out.
- 10%** upon submission of the close-out packet after the close-out public hearing.

In the event that one year has passed from the date the City and Kansas Department of Commerce have a fully-executed contract, the Administrative Consultant will be entitled to additional compensation in the amount of \$500.00 if no funds have been drawn from the above schedule. Also if at anytime during this contract period, a one year period of time should elapse again, the Administrative Consultant will be entitled to additional compensation in the amount of \$500.00 if no funds have been again been drawn from the above schedule. This maintenance fee cannot be paid with grant proceeds.

If after grant award, the City should decide to return the grant to the State before construction begins the City will incur a \$5,000 fee, less any administration charges already incurred.

**IX. NON-EXECUTION OF CDBG AGREEMENT**

The City and the Administrative Consultant mutually agree that, in the event that CDBG Agreement # \_\_\_\_\_ is not executed between the City and the Kansas Department of Commerce, this Agreement will be immediately terminated and that the City will not be assessed any fees for services performed by the Administrative Consultant in accordance with this Agreement prior to the date of termination.

**IN WITNESS WHEREOF**, the parties have signed this Agreement the day and year first written above.

**SOUTHEAST KANSAS REGIONAL PLANNING COMMISSION**

**CITY OF PITTSBURG, KANSAS**

\_\_\_\_\_  
Dick Works, Chairman

\_\_\_\_\_  
Monica Murnan, Mayor

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Jerry Howarter, Secretary/Treasurer

\_\_\_\_\_  
Tammy Nagel, City Clerk

## **STATEMENT OF ASSURANCES AND CERTIFICATIONS**

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

- (1) It possesses legal authority to make a grant submission and to execute a community development and housing program.
- (2) Its governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the grantee to submit the final statement, all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the grantee to act in connection with the submission of the final statement and to provide such additional information as may be required.
- (3) Prior to submission of its application to Commerce, the grantee has met the citizen participation requirements, prepared its application of community development objectives and projected use of funds, and made the application available to the public, as required by Section 104(a)(2) of the Housing and Community Development Act of 1974, as amended, and implemented at 24 CFR 570.486.
- (4) It has developed its final statement (application) of projected use of funds so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight; the final statement (application) of projected use of funds may also include activities that the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available.
- (5) Its chief executive officer or other officer of the grantee approved by Commerce:
  - (a) Consents to assume the status of a responsible federal official under the National Environmental Policy Act of 1969 and other provisions of federal law as specified in 24 CFR 58.1(a);
  - (b) Is authorized and consents on behalf of the grantee and himself/herself to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibilities as such an official; and
- (6) The grant will be conducted and administered in compliance with the following federal and state regulations (see Appendix A: Applicable Laws and Regulations):

- (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), and implementing regulations issued at 24 CFR Part 1;
- (b) Fair Housing Amendments Act of 1988, as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing; and will take action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services;
- (c) Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto (24 CFR Section 570.602);
- (d) Section 3 of the Housing and Urban Development Act of 1968, as amended; and implementing regulations at 24 CFR Part 135;
- (e) Executive Order 11246, as amended by Executive Orders 11375 and 12086 and implementing regulations issued at 41 CFR Chapter 60;
- (f) Executive Order 11063, as amended by Executive Order 12259 and implementing regulations at 24 CFR Part 107;
- (g) Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended and implementing regulations when published for effect;
- (h) The Age Discrimination Act of 1975, as amended, (Pub. L. 94-135), and implementing regulations when published for effect;
- (i) The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementing regulations at 24 CFR 570.488;
- (j) Anti-displacement and relocation plan requirements of Section 104(d) of Title I, Housing and Community Development Act of 1974, as amended;
- (k) Relocation payment requirements of Section 105(a)(11) of Title I, Housing and Community Development Act of 1974, as amended.
- (l) The labor standards requirements as set forth in 24 CFR 570.603 and HUD regulations issued to implement such requirements;
- (m) Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution;

- (n) The regulations, policies, guidelines and requirements of OMB Circular Nos. A-87, A-110 and A-122 as they relate to the acceptance and use of federal funds under this federally assisted program;
  - (o) The American Disabilities Act (ADA) (P.L. 101-336: 42 U.S.C. 12101) provides disabled people access to employment, public accommodations, public services, transportation, and telecommunications;
- (7) The conflict of interest provisions of 24 CFR 570.489 apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or sub recipients which are receiving CDBG funds. None of these persons may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter, and that it shall incorporate or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this certification;
  - (8) It will comply with the provisions of the Hatch Act that limits the political activity of employee;
  - (9) It will give the state, HUD, and the Comptroller General or any authorized representative access to and the right to examine all records, books, papers, or documents related to the grant;
  - (10) It will comply with the lead-based paint requirements of 24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Hazard Elimination Act (42 U.S.C. 4801 et seq.).
  - (11) The local government will not attempt to recover any capital costs of public improvements assisted in whole or in part with CDBG funds by assessing properties owned and occupied by low- and moderate-income persons unless: (a) CDBG funds are used to pay the proportion of such assessment that relates to non CDBG funding or; (b) the local government certifies to the state that, for the purposes of assessing properties owned and occupied by low- and moderate-income persons who are not very low-income, that the local government does not have sufficient CDBG funds to comply with the provision of (a) above.
  - (12) It accepts the terms, conditions, selection criteria, and procedures established by this program description and that it waives any right it may have to challenge the legitimacy and the propriety of these terms, conditions, criteria, and procedures in the event that its application is not selected for CDBG funding.



THE CITY/COUNTY OF PITTSBURG, KANSAS

RESOLUTION NO. 1160

RESOLUTION CERTIFYING LEGAL AUTHORITY  
TO APPLY FOR THE 2015 KANSAS  
SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
FROM THE KANSAS DEPARTMENT OF COMMERCE  
AND AUTHORIZING THE MAYOR/COMMISSIONER  
TO SIGN AND SUBMIT SUCH AN APPLICATION

WHEREAS, The City/County of Pittsburg, Kansas, is a legal governmental entity as provided by the laws of the STATE OF KANSAS, and

WHEREAS, The City/County of Pittsburg, Kansas, intends to submit an application for assistance from the 2015 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

THE APPLICANT hereby certifies that the City/County of Pittsburg, Kansas, is a legal governmental entity under the status of the laws of the STATE OF KANSAS and thereby has the authority to apply for assistance from the 2015 KANSAS SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

THE APPLICANT hereby authorizes the MAYOR/COMMISSIONER of Pittsburg, Kansas, to act as the applicant's official representative in signing and submitting an application for the assistance to the 2015 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

THE APPLICANT hereby dedicates \$38,953 in cash funds toward this project and \$0 in force account labor for same.

APPROVED BY THE GOVERNING BODY OF THE CITY/COUNTY OF PITTSBURG, KANSAS, this 14th day of October, 2014.

APPROVED \_\_\_\_\_  
MAYOR/COMMISSIONER  
Monica Murnan, Mayor

ATTEST \_\_\_\_\_  
Tammy Nagel, City Clerk  
(SEAL)

THE CITY/COUNTY OF PITTSBURG, KANSAS

CITY/COUNTY OF PITTSBURG, KANSAS

RESOLUTION NO. 1161

A RESOLUTION ASSURING THE KANSAS DEPARTMENT OF COMMERCE THAT FUNDS WILL BE CONTINUALLY PROVIDED FOR THE OPERATION AND MAINTENANCE OF IMPROVEMENTS TO THE FIRE DEPARTMENT SYSTEM TO BE FINANCED WITH COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

WHEREAS, The City/County of Pittsburg is applying for Small Cities Community Development Block Grant funds under the Community Improvement Category, as administered by the Kansas Department of Commerce; and,

WHEREAS, The City/County of Pittsburg wishes to utilize this funding for the purpose of constructing improvements to the city's/county's Fire Department system, as described in the Community Development Block Grant application submitted to the Kansas Department of Commerce; and,

WHEREAS, The City/County of Pittsburg has determined that the annual operation and maintenance costs of the Fire Department system improvements are anticipated to be approximately \$2,700.00; and,

WHEREAS, The annual Fire Department budget has been determined to be adequate to fund the operation and maintenance of the Fire Department system,

NOW, THEREFORE, BE IT RESOLVED THAT: The Governing Body of the City/County of Pittsburg, Kansas, hereby assures the Kansas Department of Commerce that sufficient funds will be provided for the continued operation and maintenance of the above described improvement; that these operation and maintenance costs will be reviewed annually; and that the budget will be adjusted, when necessary, to reflect and cover any increase in costs.

ADOPTED BY THE GOVERNING BODY OF THE CITY/COUNTY OF PITTSBURG, KANSAS THIS 14TH DAY OF OCTOBER, 2014.

ATTEST:

\_\_\_\_\_  
CITY CLERK/COUNTY CLERK  
Tammy Nagel, City Clerk  
(SEAL)

\_\_\_\_\_  
MAYOR/COMMISSIONER  
Monica Murnan, Mayor

**Kansas Department of Commerce**

**Applicant/Recipient Disclosure/Update Report**

**Instructions in General Application Requirements or Grantee Handbook**

**Applicant/Recipient Information**

Indicate whether this is an Initial Report  or an Update Report

1. Applicant/Recipient Name, Address, and Phone (include area code): City of Pittsburg 201 W. 4th, Pittsburg, KS 66762 (620) 231-4100	2. Social Security Number or Employer ID Number: 48-6041003
3. CDBG Grant Number:	4. Amount of HUD Assistance Requested/Received \$45,454.00
5. State the name and location (street address, City and State) of the project or activity: City limits of Pittsburg, Crawford County, Kansas.	

**Part I Threshold Determinations.**

1. Are you applying for assistance for a specific project or activity?  <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	2. Have you received or do you expect to receive assistance, involving the project or activity in this application, in excess of \$200,000 during this fiscal year.  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
---	--

If you answered "No" to either question 1 or 2, **Stop!** You do not need to complete the remainder of this form. **However,** you must sign the certification at the end of the report.

**Part II Other Government Assistance Provided or Requested / Expected Sources and Use of Funds.**

Such assistance includes, but is not limited to, any grant, loan subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/State/Local Agency Name and Address	Type of Assistance	Amount Requested/Provided	Expected Uses of the Funds

(Note: Use Additional pages if necessary.)

**Part III Interested Parties.** You must disclose:

- All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
- Any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	Social Security No. or Employee ID No.	Type of Participation in Project/Activity	Financial Interest in Project/Activity (\$ and %)

(Note: Use Additional pages if necessary.)

**Certification**

**Warning:** If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed \$10,000 for each violation.

I certify that this information is true and complete.

Signature:  X            Monica Murnan, Mayor	Date: (mm/dd/yyyy) 10/14/2010
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(Minimum required by all applicants for funding – must be submitted with application)

**Residential Anti-displacement and Relocation Assistance Plan  
under Section 104(d) of the  
Housing and Community Development Act of 1974, as Amended**

The jurisdiction will replace all occupied and vacant occupiable low- and moderate-income dwelling units demolished or converted to a use other than as low- moderate-income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended, as described in 24 CFR Part 570.488.

All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion. Before obligating or expending funds that will directly result in such demolition or conversion, the [jurisdiction] will make public and submit to the Kansas Department of Commerce the following information in writing:

1. A description of the proposed assisted activity;
2. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low- and moderate-income dwelling units as a direct result of the assisted activity;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as Section 104(d) replacement dwelling units;
5. The source of funding and a time schedule for the provision of Section 104(d) replacement dwelling units; and
6. The basis for concluding that each Section 104 (d) replacement dwelling unit will remain a low- and moderate-income dwelling unit for at least ten years from the date of initial occupancy.

The jurisdiction will provide relocation assistance, as described in Section 570.488 to each low- and moderate-income household displaced by the demolition of housing or by the conversion of a low- and moderate-income dwelling to another use as a direct result of assisted activities.

Consistent with the goals and objectives of activities assisted under the act, the jurisdiction will take the following steps to minimize the displacement of persons from their homes:

Based on initial review of project, the following occupied dwellings (by address) will be demolished with grant funds (should contain proposed demolitions):

None

As chief official of the jurisdiction, I hereby certify that the above plan was officially adopted by the jurisdiction of City of Pittsburg on the 14th day of October, 2014.

Date: 10/14/14

Signature – Chief Elected Official: \_\_\_\_\_

**Monica Murnan, Mayor**

Kansas Department of Commerce  
Community Development Block Grant (CDBG) Program  
1000 S.W. Jackson St., Suite 100  
Topeka, KS 66612-1354

**DETERMINATION OF LEVEL OF REVIEW**

ENVIRONMENTAL REVIEW RECORD (ERR)

Grantee Name & Project Number: City of Pittsburg

Project Location: City Limits of Pittsburg, Crawford County, Kansas

Project Description: The City of Pittsburg proposes to purchase of a fully equipped urban fire brush truck to service the City of Pittsburg, KS. The truck will be based at fire station #2 located at 1930 S Rouse, Pittsburg, KS. The acquisition timeline is estimated to be from March 2015 to August 2015. The total estimated project costs are \$84,407 with Community Development Block Grant funds of \$45,454 and local funds provided by the City's Fire Department Budget in the amount of \$38,953. There are no known environmental information or conditions that would impact the purchase and location of the fire truck.

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The subject project has been reviewed pursuant to HUD regulations 24 CFR Part 58, "Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities," and the following determination with respect to the project is made:

- Exempt from NEPA review requirements per 24 CFR 58.34(a)(\_\_\_\_)
- Categorical Exclusion NOT Subject to §58.5 authorities per 24 CFR 58.35(b)(3)
- Categorical Exclusion SUBJECT to §58.5 authorities per 24 CFR 58.35(a)(\_\_\_\_)
- An Environmental Assessment (EA) is required to be performed.
- An Environmental Impact Statement (EIS) is required to be performed.

The ERR (see §58.38) must contain all the environmental review documents, public notices and written determinations or environmental findings required by Part 58 as evidence of review, decision making and actions pertaining to a particular project. Include additional information including checklists, studies, analyses and documentation as appropriate.

<u>Monica Murnan, Mayor</u> Chief Elected Official (print name/title) <u>10/14/14</u> Date	   Chief Elected Official's Signature
---	--



## Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Chamber President/  
Economic Development Director

DATE: October 8, 2014

SUBJECT: October 14, 2014 Agenda Item  
Infrastructure improvements for Miller's expansion

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Miller's Professional Imaging, one of Pittsburg's most notable employers for over 75 years, recently secured a fulfillment agreement that necessitated a \$7 million expansion of the Pittsburg Miller's facility. This expansion will not only add equipment, production and storage space, it has also necessitated an earlier start to the company's seasonal hiring. Miller's recently held a job fair to add 140 seasonal workers, with a local media source reporting that some of those seasonal jobs will continue past the initial holiday rush.

The expansion is also expected to increase both employee and truck traffic near the Miller's facility. As a result, representatives of Miller's recently approached the Economic Development Advisory Committee to request infrastructure improvements near the Miller's facility. These consist primarily of widening Stilwell Street east of the Miller's facility and improving the storm sewer serving the area. Miller's estimates these improvements to cost approximately \$347,000, per the attached request.

The Economic Development Advisory Committee (EDAC) considered this request at its October 1, 2014, meeting and voted unanimously to recommend to the City Commission that the Revolving Loan Fund (RLF) allocate up to \$375,000 to fund the requested improvements.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, October 14, 2014. Action being requested is the approval or denial of the EDAC recommendation and, if approved, authorize the Mayor to sign the appropriate documents.



P.O. Box 777  
610 EAST JEFFERSON  
PITTSBURG, KANSAS 66762  
620.231.8050  
WWW.MILLERSLAB.COM

## Economic Development Advisory Committee

October 1, 2014

Miller's Professional Imaging is requesting funding for the following Street and Storm Sewer projects at our facilities.

1. Storm Sewer south parking lot.	\$57,000.00
2. Street Paving / Storm Sewer Stilwell Street at Miller's Warehouse Expansion	138,000.00
3. Street Paving / Storm Sewer Stilwell Street From Miller's Warehouse Expansion South to Madison	<u>152,000.00</u>
	\$347,000.00

A handwritten signature in black ink that reads 'Todd Coleman'.

Todd Coleman

President



## Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Chamber President/Economic Development Director

DATE: October 8, 2014

SUBJECT: October 14, 2014 Agenda Item  
Strahan Enterprises, LLC - downtown event venue

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On September 3, 2014, the Economic Development Advisory Committee (EDAC) considered a request from Strahan Enterprises, LLC, to help provide gap financing for a new concert/event venue in downtown Pittsburg. Jeff Strahan, a sole member of Strahan Enterprises, has purchased property at 112 West Fifth Street and plans to locate the new business there. Mr. Strahan has been a successful business owner in Pittsburg for more than 17 years, having established Fifth Street Bar & Grill in 1996 and operating it until its sale in 2013.

The new business, yet to be named, would be open on Wednesday, Friday and Saturday evenings from 7 pm – 2 am as a live music venue. Outside of these normal operating hours, the facility will be available for weddings, receptions, business meetings and other events. The project is valued at more than \$729,000, which includes \$413,000 for building improvements as the property has fallen into considerable disrepair. Mr. Strahan has provided a significant cash injection and has secured conventional financing from Labette Bank. However, a financing gap of \$70,000 still remains. Strahan Enterprises has requested \$70,000 from the Revolving Loan Fund (RLF) to cover this gap financing need.

The EDAC considered this request over a period of three months before recommending the RLF provide Strahan Enterprises with \$70,000 in gap financing to complete the project. Key to their recommendation was the goal of further enhancing the downtown Pittsburg area and providing local residents with an additional venue to host special events.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, October 14, 2014. Action being requested is the approval or denial of the EDAC recommendation and, if approved, authorize the Mayor to sign the appropriate documents.



DEPARTMENT OF PUBLIC WORKS

201 West 4<sup>th</sup> Street · Pittsburg KS 66762

(620) 231-4170

www.pittks.org

## Interoffice Memorandum

**TO:** DARON HALL  
City Manager

**FROM:** WILLIAM A. BEASLEY  
Director of Public Works

**DATE:** October 7, 2014

**SUBJECT:** AGENDA ITEM – October 14, 2014  
Final Payment and Change Order No. 1  
Atkinson Municipal Airport  
Rehabilitate Airfield Lighting and NAVAIDS  
AIP Project No. 3-20-0069-014

---

Strukel Electric, Inc., of Girard, Kansas, has completed all work on the above-referenced project and is now requesting final payment in the amount of \$9,994.14. The contractor has also submitted a change order for consideration. This change order reconciles as-built pay items for the project and decreases the contract cost by \$209.50 making a new contract construction amount of \$356,638.25. This project is funded by a 90% FAA/10% City grant. The City's portion of the grant is being paid by STCO funds.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, October 14, 2014. Action necessary will be approval or disapproval of Change Order No. 1 decreasing the contract cost by \$209.50 and final payment due the contractor in the amount of \$9,994.14.

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

Attachment: Final Payment Documents

**I. SUMMARY OF PROJECT PROGRESS**

**A. Project Scope**

BASE BID

- Replace Runway 16-34 Threshold Lights (MIRL)
- Replace Runway 16-34 Medium Intensity Runway Lights (MIRL)
- Replace Runway 16 Turnaround Medium Intensity Taxiway Lights (MITL)
- Replace Runway 16-34 Runway End Identifier Lights (REIL)
- Replace Runway 4-22 Runway End Identifier Lights (REIL)
- Install Runway 16-34 Holding Position and Runway Distance Remaining Signs
- Install Runway 16 Supplemental Wind Cones
- Install Runway 4 and 22 Supplemental Wind Cones

ADD ALTERNATE NO. 2

- Replace Connecting Taxiway and Hangar Taxilane Medium Intensity Taxiway Lighting System (MITL)

**B. Project Milestone Dates**

Bid Opening -----07-10-13  
 Notice to Proceed -----01-06-14  
 Substantial Completion -----05-07-14  
 Final Inspection\Final Acceptance -----05-21-14

**C. Contract Time**

The contract documents indicated a contract time of 50 Calendar Days for Phase 1 and 30 Calendar Days for Phase 2 & 3 (Add Alternate 2) of the project. The contractor did utilize more than the allowable contract time, however the Airport did not incur any additional costs as a result of this overage; therefore liquidated damages were not assessed.

**D. Contract Labor Provisions**

Certified payroll records were obtained and periodically reviewed for compliance with contract labor provisions. Random wage rate interviews were conducted on-site.

**II. SUMMARY OF PROJECT COSTS**

**A. Administrative Costs**

Brief Explanation of Claimed Cost:	
Advertisements	\$ 163.63
Independent Estimates	\$1,800.00
<b>Total Administrative Costs</b>	<b>\$1,963.63</b>

**B. Engineering Costs**

Brief Explanation of Claimed Cost	
Basic Services (Preliminary, Design, Bidding, etc.)	\$ 46,450.00
Construction Services	\$ 80,050.00
<b>Total Engineering Costs</b>	<b>\$126,500.00</b>

**C. Force Account / FAA Reimbursable Agreement**

FAA Reimbursable Agreement for REIL Flight Check = \$6,814.00

**D. Construction Costs**

Project Cost Breakdown	
Original Contract Price – Strukel Electric	\$356,847.75
Change Order – Strukel Electric	(\$ 209.50)
Owner Purchased Threshold Lights	\$ 7,886.24
<b>Final Construction Cost</b>	<b>\$364,524.49</b>

**E. Change Order/Supplemental Agreement Summary**

**Change Order Number 1:**

This change order reconciles as-built pay items for the project. See the Appendix for a more detailed description of each pay item.

**F. Summary of DBE Participation**

Subcontractor/Supplier	Description of Work Item	Total
Perry Fulsom Construction Inc.	Seeding and Mulching	\$ 4,000.00
Fulsom Brothers Inc.	Traffic Control	\$ 16,500.00
DBE Subtotal		\$ 20,500.00
Final Construction Cost (Strukel Electric)		\$356,644.11
Actual DBE Participation		5.75%

**G. Buy American Provisions**

Based on reviewed material submittals, catalog cut sheets, and contractor/vendor certifications the project materials were found to be substantially in compliance with the requirements of the Buy American Preferences (Title 49 U.S.C. Chapter 501).

**H. Airfield Lighting Equipment Provisions**

Material cut sheets/vendor certifications were found to be substantially compliant with the Airport Lighting Equipment Certification Program described in Advisory Circular (AC) 150/5345-53.

**I. CONSTRUCTION OBSERVATION AND MATERIAL TESTING****A. Construction Progress Narrative**Period Ending January 12, 2014

Notice to Proceed was issued on 01/06/2014.

Weather and existing conditions at airport did not allow any progress this period.

Period Ending January 19, 2014

The contractor laid out light locations this week. They completed layout on the taxiway and connectors as part of Phase II. Furthermore, they also laid out REILs and threshold lights on Phase I.

Period Ending January 26, 2014

Strukel Electric started work on the Add Alternate. They started by removing cable and lights off existing base cans. They pulled new taxiway and homerun circuit cable from first taxiway light along runway to vault. They also installed Medium Intensity Taxiway Lights (MITL's) on the existing base cans and created a temporary jump so they could take hangar taxiway out of system. Strukel Electric began removing existing lights at the hangar taxilane. Finally they also plowed in bare counterpoise wire around Runway 16-34 and turnaround.

Period Ending February 2, 2014

Strukel Electric completed installation of the 7.5kW and the 15.0kW constant current regulators for taxiway and runway circuits. They also finished replacing the pilot control system.

Period Ending February 9, 2014

No progress was made on project this week due to weather conditions.

Period Ending February 16, 2014

No progress was made on project this week due to poor site conditions.

Period Ending February 23, 2014

No progress was made on project this week due to poor site conditions.

Period Ending March 2, 2014

Strukel Electric completed the installation of the supplemental wind cone west of Runway 4. Furthermore, they installed the retroreflective markers on the east side of the west hangar taxilane. The contractor installed Runway End Identifier Light (REIL) systems for Runway 4 and Runway 22. They installed 13 MITL's along the west side of west hangar taxilane. They also installed 5 MITL's on the east side of west hangar taxilane.

Period Ending March 9, 2014

No progress possible this period.

Period Ending March 16, 2014

Strukel Electric completed removal of existing MITL's on north turnaround, Runway 16 thresholds and REIL system. Strukel Electric installed temporary threshold lights on Runway 16. They completed layout of lights and REILs, along with installation of base cans complete with concrete backfill. Strukel Electric also installed 1" PVC trench and duct for runway homerun on the north side of connecting taxiway, along with specified junction cans in this same location.

Period Ending March 23, 2014

Strukel Electric completed installation of REIL system and threshold lights for Runway 16. They also completed installation of MITL's on North turnaround of Runway 16. They also installed lighted guidance (P1) on north turnaround. Strukel Electric installed 5kV cable for runway homerun along the north side of connecting taxiway.

Period Ending March 30, 2014

Strukel Electric completed removal of lighting system on Add Alternate phase. They also installed bare counterpoise wire and ground rods around the parking apron area up to first hangar on east hangar taxilane. Strukel Electric installed 1" PVC & duct and base cans for MITL's on the north side of connecting taxiway. They also placed concrete backfill for 18 lights and the pad for lighted guidance sign on north side of connecting taxiway.

Period Ending April 6, 2014

Strukel Electric completed boring under pavement at the EagleMed hangar on east hangar taxilane. They also completed installation of MITLs on east apron. This includes counterpoise, ground rods, 1" PVC duct and trench, concrete backfill around base cans and erection of lights.

Period Ending April 13, 2014

Strukel Electric completed installation of 24 MITLs on the parking apron area and east end of connecting taxiway. They also removed threshold lights on Runway 34 and set up a temporary threshold system for this area. The contractor also removed the REIL system for Runway 34.

Period Ending April 20, 2014

Strukel Electric completed installation of all MITLs on add alternate phase. They also completed installation of 9 MIRLs on the west side of Runway 16-34, south of Runway 4-22. Strukel Electric completed the installation of threshold lights and primary & secondary REIL system for Runway 34. They also installed concrete bases for lighted signs and one wind cone.

Period Ending April 27, 2014

Strukel Electric drilled holes for light base cans, plowed in 1" PVC duct, set light base cans including concrete backfill and erected MIRLs, including C/C and C/Y. Strukel Electric also erected lighted guidance and distance remaining signs and installed supplemental wind cone bases with the complete erection of one wind cone. All work this week was performed on Runway 16-34.

Period Ending May 4, 2014

Strukel Electric continued to drill for light cans, plow in 1" PVC and duct, place concrete backfill and erect MIRLs on Runway 16-34. They continued with installation of junction cans and lighted guidance signs for base bid items.

Period Ending May 7, 2014

Strukel Electric completed installation of all MIRLs, junction cans, lighted guidance signs and erection of wind cone. General clean up and mobilizing off project was completed this period.

**B. Items Accepted by Manufacturer's and/or Vendor's Certification**

- Supplemental Wind Cone (8 Foot), L-107
- Installation of Cable in Duct (1/c, #8 AWG, 5kV, XLP/USE), L-108
- Bare Counterpoise Wire (#6 AWG), L-108
- 7.5 kW and 15.0 kW Constant Current Regulator and Controls, L-109
- Pilot Control System, L-109
- 1" and 2" PVC Electrical Ducts, L-110
- L-867 Junction Box, L-115
- Installation of Airport Lighting Systems and Guidance Signs, L-125
- Seeding, T-901
- Mulching, T-908

# CHANGE ORDER



U.S. Department  
of Transportation

Federal Aviation  
Administration

Central Region  
Iowa, Kansas,  
Missouri, Nebraska

901 Locust  
Kansas City, Missouri 64108  
(816) 329-2800

August 26, 2014

Bill Beasley  
Public Work Director  
City of Pittsburg  
201 west 4th Street  
Pittsburg, Ks 66762

Dear Mr. Beasley:

Atkinson Municipal  
AIP No. 3-20-0069-014  
Rehabilitate Airfield Lighting and NAVAIDS  
Change Order No. 1

**Change Order**

Change order number 1 to the contract between Strukel Electric, Inc., and City of Pittsburg, Ks is approved. This work is eligible for Federal participation subject to the limitations of the grant agreement.

This change order which decreases the contract cost by \$210 and adjusts the contract time by 0 days provides for:

" This change order reconciles as-built pay items for the project. See the attached sheet for further explanation of the changes in quantities."

**Questions**

If you have any questions regarding this change order you may contact me at (816) 329-2623, or via e-mail at [Timothy.McClaran@faa.gov](mailto:Timothy.McClaran@faa.gov).

Sincerely,

Timothy McClaran  
State Airport Engineer – Kansas

**CONTRACTOR'S PROGRESS ESTIMATE**

Contractor:	Strukel Electric, Inc.	Sheet:	1 of 3
Address:	1375 W. Walnut Street	Date:	08/29/14
	Girard, KS 66743	Lochner Job Number:	000008474
and Sponsor:	City of Pittsburg, KS	Estimate No.:	7 FINAL
Project:	Atkinson Municipal Airport	AIP No.:	3-20-0069-014

=====  
 We submit herewith Estimate Number 7.FINAL under contract 3-20-0069-014 for the  
 above-named improvement. A detailed account of the work completed and a record of the materials on site or in an  
 approved storage is attached hereto.

STATEMENT OF ACCOUNT

Original Contract Amount .....	\$	358,847.75
Contract Revisions:		
(Through Change Order 1) .....	(\$209.50)	
(Through Supplement 0) .....	\$0.00	
Amount of Contract Revisions .....		(\$209.50)
New Contract Amount .....		\$356,638.25
Value of Work Performed to Date .....	\$356,638.25	
Value of Materials on Hand .....	\$0.00	
Total Value of Work and Materials .....		\$356,638.25
Less Previous Due Amount .....	\$346,644.11	
Less Previous Retainage Amount .....	\$10,000.00	
Total of Previous Requests .....		\$356,644.11
Amount of this Request .....		(\$5.86)
Less Amount to be Retained .....		\$0.00
Amount of Previous Retainage to be Released .....		\$10,000.00
BALANCE DUE CONTRACTOR .....		\$9,994.14

This payment estimate has been verified and  
 payment recommended in accordance with the  
 Specifications.

PROJECT ENGINEER:  
 Lochner

By: Matthew J. Jacobs

Dated: 9/25/2014

CONTRACTOR:  
 Strukel Electric, Inc.

By: [Signature]

Dated: 9/24/2014

Project Name: Atkinson Municipal Airport  
 Sponsor: City of Pittsburg, KS  
 Contractor: Strukel Electric, Inc.  
 Project Number: 3-20-0069-014

Sheet: 2 of 3  
 Date: 8/29/14  
 Lochner Job Number: 000008474

PROGRESS ESTIMATE NO.: 7 FINAL

ITEM NO.	DESCRIPTION	ORIGINAL CONTRACT QUANTITY	** QUANTITY OVERRUN/UNDERRUN	CURRENT CONTRACT QUANTITY	QUANTITY COMPLETE TO DATE	UNIT	UNIT PRICE	EARNED TO DATE
<b>Base Bid</b>								
1	Mobilization	1.00	0.00	1.00	1.00	L.S.	\$ 1,000.00	\$1,000.00
2	Temporary Marking, Lighting and Barricades	1.00	0.00	1.00	100%	L.S.	\$ 35,000.00	\$35,000.00
3	Supplemental Wind Cone (8 Foot)	3	0	3	3	Each	\$ 5,300.00	\$15,900.00
4	Install Cable In Duct (1/c, #8 AWG, 5kV, XLP/USE)	17,070	1,129	18,199	18,199	L.F.	\$ 1.00	\$18,199.00
5	Bare Counterpoise Wire (#6 AWG) Installed in Same Trench as Conductors	595	0	595	595	L.F.	\$ 1.00	\$595.00
6	Bare Counterpoise Wire (#6 AWG) Installed in Separate Trench	11,695	0	11,695	11,695	L.F.	\$ 1.00	\$11,695.00
7	Install 15.0 kW Constant Current Regulator and Controls	1	0	1	1	Each	\$ 11,500.00	\$11,500.00
8	Replace Pilot Control System	1	0	1	1	L.S.	\$ 5,000.00	\$5,000.00
9	1" PVC Electrical Duct and Trench	13,715	494	14,209	14,209	L.F.	\$ 1.75	\$24,865.75
10	L-867 Junction Box	28	(2)	26	26	Each	\$ 410.00	\$10,660.00
11	M.I.R.L. (LED) Base Mounted (Clear/Yellow Lens)	39	0	39	39	Each	\$ 875.00	\$34,125.00
12	M.I.R.L. (LED) Base Mounted (Clear/Clear Lens)	13	0	13	13	Each	\$ 850.00	\$11,050.00
13	M.I.T.L. (LED) Base Mounted (Blue Lens)	18	0	18	18	Each	\$ 610.00	\$10,980.00
14	New 1 Module (LED) Lighted Holding Position Sign (Size 3, Style 2)	2	0	2	2	Each	\$ 2,500.00	\$5,000.00
15	New 1 Module (LED) Lighted R/W Distance Remaining Sign (Size 5, Style 2)	4	0	4	4	Each	\$ 2,500.00	\$10,000.00
16	Install R.E.I.L. System	4	0	4	4	Each	\$ 11,000.00	\$44,000.00
17	Removal of Existing Electrical System	100%	0%	100%	100%	L.S.	\$ 2,000.00	\$2,000.00
18	Seeding	1	0	1	1	L.S.	\$ 3,100.00	\$3,100.00
19	Mulching	1	(1)	0	0	L.S.	\$ 3,100.00	\$0.00

\*\* Quantity Changed by Change Order or Supplemental Agreement.

Project Name: Atkinson Municipal Airport  
 Sponsor: City of Pittsburg, KS  
 Contractor: Strukel Electric, Inc.  
 Project Number: 3-20-0069-014

Sheet: 3 of 3  
 Date: 8/29/14  
 Lochner Job Number: 000008474

PROGRESS ESTIMATE NO.: 7 FINAL

ITEM NO.	DESCRIPTION	ORIGINAL CONTRACT QUANTITY	** QUANTITY OVERRUN/UNDERRUN	CURRENT CONTRACT QUANTITY	QUANTITY COMPLETE TO DATE	UNIT	UNIT PRICE	EARNED TO DATE
<b>Add Alternate 2</b>								
1	Install Cable In Duct (1/c, #8 AWG, 5 kV, XLP/USE)	9,070	2,041	11,111	11,111	L.F.	\$ 1.00	\$11,111.00
2	Bare Counterpoise Wire (#6 AWG) Installed in Separate Trench	4,030	156	4,186	4,186	L.F.	\$ 1.00	\$4,186.00
3	Install 7.5 kW Constant Current Regulator and Controls	1	0	1	1	L.S.	\$ 12,500.00	\$12,500.00
4	2" PVC, Schedule 80, Bore Duct Under Pavement	100	0	100	100	L.F.	\$ 25.00	\$2,500.00
5	1" PVC Electrical Duct and Trench	4,170	0	4,170	4,170	L.F.	\$ 1.95	\$8,131.50
6	Retroreflective Markers	4	0	4	4	Each	\$ 75.00	\$300.00
7	M.I.T.L. (LED) Base Mounted (Blue Lens)	86	1	87	87	Each	\$ 620.00	\$53,940.00
8	M.I.T.L. (LED) Mounted on Existing Base (Blue Lens)	15	0	15	15	Each	\$ 380.00	\$5,700.00
9	Removal of Existing Electrical System	100%	0%	100%	100%	L.S.	\$ 2,500.00	\$2,500.00
10	Seeding	1	0	1	1	L.S.	\$ 1,100.00	\$1,100.00
11	Mulching	1	(1)	0	0	L.S.	\$ 1,100.00	\$0.00

% Project Complete Dollars: 100.0%  
 \*\* Quantity Changed by Change Order or Supplemental Agreement.

**Total Work Performed to Date: \$356,638.25**  
**Original Contract Amount: \$356,847.75**  
**Total Revisions to Date: (\$209.50)**  
**Total Value of Contract: \$356,638.25**



## Interoffice Memorandum

**TO:** Daron Hall, City Manager

**FROM:** Jamie Clarkson, Director of Finance

**DATE:** October 3, 2014

**SUBJECT:** Agenda Item – Audit Contract 2014 Fiscal Year

---

City Finance staff solicited “requests for proposals” (RFP) from qualified firms of certified public accountants to audit the City’s financial statements for fiscal year ending December 31, 2014, with the option of auditing the City’s financial statements for the two subsequent fiscal years. Proposals were received from the following firms:

- Berberich Trahan & Company, Topeka, Kansas
- Cochran Head Vick & Company, Merriam, Kansas
- Hinkle & Company, Tulsa, Oklahoma
- Holtman Gordon & Associates, Manhattan, Kansas
- Mize Houser & Company, Lawrence, Kansas

Historically the City has conducted RFP’s every three to five years with Berberich Trahan & Company being retained for the City’s annual audit since fiscal year 1998. This is the first time that I recall that so many qualified firms have submitted proposals.

After careful review of all proposals and rating each firm based upon select criteria, staff is requesting permission to retain the firm of Mize Houser & Company for the fiscal year 2014 City audit at a cost of \$33,500 with a potential savings over three years of \$11,215 compared to Berberich Trahan & Company. Finance staff personally interviewed the firm of Mize Houser & Company and feel that their service and approach will satisfy the City’s needs. Please see the attached audit RFP analysis.

If you have any questions concerning this matter, please contact me.

cc: Tammy Nagel, City Clerk

City of Pittsburg, Kansas  
 Audit RFP Analysis  
 September 2014

Firms Submitting Proposals	Mandatory - 30 Points				Technical Quality - 50 Points									Price-20 Points			Ranking
	Independent & Licensed in Kansas	Conflict of Interest w/Pittsburg	Adheres to RFP Instructions	Included Peer Review/Quality of Work	Expertise & Experience	Quality of Personnel & Mgt Support	CAFR Experience	Includes Single Audit(s)	Staffing Adequacy	Sampling Adequacy	Analytical Adequacy	Estimated Audit Hours Required	Able to Meet Time Requirements	Fiscal Year 2014	Fiscal Year 2015	Fiscal Year 2016	Finance Staff
Mize Houser & Co.	yes/yes	no	yes	yes	yes	yes	yes	yes 1-3	yes	yes	yes	410	yes	\$ 33,500	\$ 34,500	\$ 35,535	1
Berberich Trahan & Co.	yes/yes	no	yes	yes	yes	yes	yes	yes 1-2	yes	yes	yes	435	yes	\$ 37,000	\$ 38,250	\$ 39,500	2
Cochran Head Vick Co .	* ** ***	yes/yes	no	yes	yes	yes	yes	yes 1	yes	yes	yes	265	yes	\$ 32,825	\$ 33,810	\$ 34,825	3
Holtman, Gordon, & Assoc.	^^ ~	yes/yes	no	yes	yes	yes	no	yes 1	yes	?	?	?	yes	\$ 35,000	\$ 36,750	\$ 38,500	4
Hinkle & Co.	^ ^^ ^^~	yes/yes	no	no	yes	yes	no	?	?	?	?	300	yes	\$ 33,500	\$ 34,500	\$ 35,500	5

\*Recognized the impact of transitioning from a previous auditor-but didn't add hours to the audit.

\*\*Pension Plan Audits

\*\*\*Pertinent Policy Reviews

^ Doesn't mention number of staff available other than the three assigned

^^ Doesn't provide specific audit plan w/# of hours per activity

^^^ No current Kansas clients

~ No GFOA CAFR clients



# MIZE & HOUSER COMPANY P.A.

PROPOSAL

TO PROVIDE PROFESSIONAL AUDIT SERVICES  
FOR THE YEARS ENDED 2014-2016 FOR THE  
CITY OF PITTSBURG, KANSAS

---

Audrey M. Odermann, CPA  
Mize Houser & Company P.A.  
Certified Public Accountants  
211 East 8<sup>th</sup> Street  
Lawrence, Kansas 66044  
785-842-8844  
[www.mizehouser.com](http://www.mizehouser.com)  
[aodermann@mizehouser.com](mailto:aodermann@mizehouser.com)

August 25, 2014

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MIZE & HOUSER  
& COMPANY P.A.

August 25, 2014

Jamie Clarkson  
Director of Finance  
City of Pittsburg, Kansas  
201 West Fourth Street  
Pittsburg, KS 66762

Mize Houser & Company P.A. is pleased to have the opportunity to submit this proposal to provide professional auditing services to the City of Pittsburg, Kansas, for the year ended December 31, 2014 and with options to renew for two additional years. Through this proposal, we will demonstrate the benefits Mize Houser & Company P.A. can bring to the City of Pittsburg.

Mize Houser & Company P.A. is a regional certified public accounting firm founded in the 1950s that employs over 200 people, with offices in Lawrence, Topeka and Overland Park, Kansas. Our emphasis on providing quality professional services benefits our clients and also provides professional growth and career satisfaction for our associates. As a result, the firm has attracted and retains quality people and, thus, the City may anticipate continuity in the client service team.

At Mize Houser & Company P.A. we have a group of highly experienced staff that comprises our public sector team. This team consists of individuals dedicated solely to the public sector industry and through their work, both as external auditors and in some cases previous employees of local governments, have gained a tremendous understanding of the complex issues encountered by local governments in their daily operations. We understand that local governments are faced with high levels of public accountability and continued demands for efficiency. We continue to commit to providing experienced management personnel to each engagement who are readily available to discuss complex issues with the City throughout the year. For this reason, our retention history as a firm for municipal audits has been excellent. We invite you to contact any of the governments listed in this proposal.

We are also members of several professional organizations that allow us access to the most recent developments in professional standards and industry related issues. This access allows us to educate our staff in areas that may directly affect your audit. In addition, we are able to communicate relevant issues to our clients that may assist the City in complying with various state and national requirements.

[www.mizehouser.com](http://www.mizehouser.com) ■ [mhco@mizehouser.com](mailto:mhco@mizehouser.com)

534 S Kansas Ave, Suite 700 ■ Topeka, KS 66603-3465 ■ 785.233.0536 p ■ 785.233.1078 f  
534 S Kansas Ave, Suite 400 ■ Topeka, KS 66603-3454 ■ 785.234.5573 p ■ 785.234.1037 f  
7101 College Blvd, Suite 900 ■ Overland Park, KS 66210-1984 ■ 913.451.1882 p ■ 913.451.2211 f  
211 E Eighth St, Suite A ■ Lawrence, KS 66044-2771 ■ 785.842.8844 p ■ 785.842.9049 f

We understand the scope of work as follows:

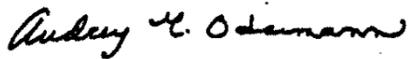
- We will perform an annual audit of the City's financial records and the expression of an opinion on the fair presentation of the City's basic financial statements in conformity with generally accepted accounting principles.
- We will also provide an "in-relation-to" opinion on the combining and individual fund statements and schedules, and the Schedule of Expenditures of Federal Awards, if applicable. The audit is to be performed in accordance with auditing standards generally accepted in the United States of America, the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and the Kansas Municipal Audit and Accounting Guide.
- We will prepare and issue the report on the fair presentation of the financial statements in conformity with generally accepted accounting principles, a report on the internal control over financial reporting and on compliance and other matters based on an audit performed in accordance with *Government Auditing Standards*, an in relation to report on the schedule of expenditures of federal awards, and a report on compliance with requirements that could have a direct and material effect on each major program and on the internal control over compliance in accordance with OMB A-133.

We commit to perform the audit in the specified timeline described in the request for proposal and as listed below:

Detailed Audit Plan Provided to the City Staff	No later than December 31, 2014
Completion of the Fieldwork	By March 13, 2015
Delivery of Draft Report	By April 13, 2015
Delivery of Final Report	By May 15, 2015
Presentation to the City Commission	By May 26, 2015

We believe the attached proposal meets the requirements of the City's request for proposals and we look forward to discussing this proposal with the City's staff in the near future. This proposal is our firm and irrevocable offer for a period of ninety days after the date of the proposal. Once again thank you for the opportunity to present this proposal.

Cordially,



Audrey M. Odermann, CPA

## INDEPENDENCE AND LICENSE TO PRACTICE

### Independence

Mize Houser & Company P.A. is independent of the City of Pittsburg as defined by generally accepted auditing standards and the U.S. Government Accountability Office's *Government Auditing Standards* and has no conflict of interest with the City of Pittsburg.

Mize Houser & Company P.A. is also independent of the City's component unit, the Pittsburg Public Library, as defined by generally accepted auditing standards and the U.S. Government Accountability Office's *Government Auditing Standards* and has no conflict of interest with the Pittsburg Public Library.

Mize Houser & Company P.A. has not provided professional services to the City of Pittsburg, Kansas or the Pittsburg Public Library over the past five years.

### License to Practice in Kansas

Mize Houser & Company P.A. and all assigned key professional staff, is properly licensed to practice in Kansas.

## FIRM QUALIFICATIONS AND EXPERIENCE

Mize Houser & Company P.A., is a full service firm of approximately two hundred full time employees. *Inside Public Accounting* lists Mize Houser & Company P.A. in the list of the 200 largest firms in the United States. We provide a wide range of services, including traditional audit, tax and accounting services, as well as computer system outsourcing, information systems design and programming, personal financial planning, management advisory and administration services. The clients we serve tell us they appreciate the fact that our firm is locally owned and managed. Our owners are the client's primary contacts and make it a priority to understand the client's services and goals.

The firm's public sector services group consists of two shareholders, four managers and ten professional staff available to serve the City. Our Lawrence office public sector group is comprised of one shareholder, three managers and eight professional staff and would be the office conducting the City audit. The governmental audit staff used for the City of Pittsburg audit would include five full time professionals. The five full time professional staff would include a partner, a manager, an in-charge, and two staff auditors. The firm would also provide an individual to perform the quality control review of the City's audited financial statements.

Mize Houser & Company P.A. is not a joint venture or consortium. We will serve as the only auditor and will not use subcontractors on your engagement.

The firm's quality control policy includes extensive guidance in the areas of leadership responsibilities over the audit, relevant ethical requirements, personnel assignment including recruitment and hiring of staff, firm independence, acceptance and continuance of clients, professional development, engagement documentation, and engagement performance and monitoring. All of our audits are reviewed by both the partner in charge of the audit and an independent quality control reviewer. These reviews include a detailed inspection of every workpaper and the completed financial statements. As part of our quality control policy, we completed a quality control review performed by external certified public accountants in accordance with the requirements of the American Institute of Certified Public Accountants. This review resulted in a "pass" or "unmodified" opinion with no letter of comments. Attached for your reference is a copy of our most recent external quality control review report, which included the review of several government audits.

Mize Houser & Company P.A. values the expansion of our associate's knowledge in the accounting industry. As a member of BKR, International we have access to industry updates and a network of sophisticated practitioners from over 135 independently owned accounting and consulting firms from around the world. Firm personnel are also active members in several professional organizations. The assigned staff members listed are members of the following organizations:

1. American Institute of Certified Public Accountants
2. Kansas Society of Certified Public Accountants
3. Government Finance Officers Association
4. Government Audit Quality Center

The firm's membership in the AICPA Government Audit Quality Center promotes the importance of quality governmental audits and the value of the audits to all of our public sector clients. This membership requires the firm establish an expertise in governmental audit, the maintenance of additional levels of continuing professional education and the establishment of policies and procedures specific to the quality of the firm's governmental audit practice.

Our clients have certain expectations from their audit service provider. At Mize Houser & Company P.A. we strive to use our technical expertise to not only perform the audit, but also provide timely communication to our clients regarding new auditing and accounting standards. Our biweekly electronic newsletter is an excellent resource we use to provide all of our clients with those new standards as well as suggested solutions regarding regulatory issues that may be affecting our clients. Additionally, the firm's associates are available throughout the year for complex accounting, payroll, and technology security questions as well as operational internal control suggestions.

Mize Houser & Company P.A. has not been subject to any federal or state desk reviews or field reviews of its audits during the past three years. In addition, the firm has not had any disciplinary action taken or pending against the firm during the past three years with a state regulatory body or professional organization.

## PARTNER, SUPERVISORY AND STAFF QUALIFICATIONS AND EXPERIENCE

The following individuals have extensive government audit experience and have all met the GAO Continuing Education requirement for in-charge personnel and are available to staff the audit of the City of Pittsburg:

### Audrey M. Odermann CPA, Shareholder In Charge

Mrs. Odermann is a shareholder in our office, has a practice focus in the area of local governments and would direct all activities regarding the City's audit services. Her responsibilities on the City's audit would include the planning, review and approval of the audit plan, monitoring the audit progress through a presence in the field, reviewing the workpapers and the reports, providing answers to technical research issues and communicating with the management of the City in a timely and professional manner.

Mrs. Odermann is a member of the Government Finance Officers Association (GFOA) and is a special review committee member for the GFOA certificate of achievement program. Mrs. Odermann is also a member of the firm's quality control committee and represents the firm as a participating member of the AICPA Governmental Audit Quality Center. Mrs. Odermann has also served as a board member of the Kansas Municipal Audit and Accounting Guide Editorial Board. She has worked for the firm for fifteen years.

### Brian Nyp, CPA, Manager

Mr. Nyp became a CPA in 2005 and has worked for the firm since 2003. He has ten years of public accounting experience in auditing, review and tax services. Mr. Nyp will serve as the engagement manager and would be responsible for planning and directing the audit staff, developing the audit plan, completing technical audit workpapers and managing the audit staff. Mr. Nyp works as the audit manager on the City of Topeka, Kansas, the City of Mission, Kansas, the City of Junction City, Kansas, and the Kansas City Kansas USD audits.

Mr. Nyp is also a member of the Government Finance Officers Association (GFOA), the Kansas Society of Certified Public Accountants and the American Institute of Certified Public Accountants and was selected to participate in the Kansas CPA Society 20 Under 40 Leadership Committee.

### Abram Chrislip, CPA, In-Charge

Mr. Chrislip became a CPA in 2003 and has worked for the firm since 2002. He has eleven years of public accounting experience in auditing, review and tax services. He obtained his undergraduate degree from the University of Kansas. Mr. Chrislip works as the manager on both Shawnee Mission USD and the City of Salina, Kansas.

Mr. Chrislip is also a member of the Government Finance Officers Association (GFOA), the Kansas Society of Certified Public Accountants and the American Institute of Certified Public Accountants.

We intend to staff the audit, in subsequent years, with the same partner, manager and at least one staff member.

All of the staff listed above receives a significant amount of continuing professional education. A substantial portion of the education is dedicated to governmental accounting and auditing as required by *Government Auditing Standards* issued by the Comptroller General of the United States. Our staff attend both internal and external training sessions. Those training sessions include annual conferences focusing on governmental accounting and auditing updates. The most recent conference included the following topics: GASB Update, Governmental Auditing Standards Update, Single Audit Update, Risk Assessment Standards and Fraud in Governmental Organizations. Audit staff are also required to attend monthly continuing education meetings. The monthly continuing education meetings focus on recent changes in auditing and accounting standards and how these changes have an effect on our local governmental clients.

Additional firm resources available for the City of Pittsburg include:

Specialty Tax Expert – Leta Collie, CPA

Leta is a manager in the technical tax service department of Mize Houser & Company P.A. Leta represents and advises clients in a multi state environment with governmental notices, audits and compliance in the areas of sales and use tax, payroll and personal property tax reports.

Internal Workshops

Our internal training includes workshops that all of our clients are invited to attend. The most recent workshop included industry experts in the areas of payroll compliance, workplace management, human resource law and the municipal bond market.

See the engagement team bios and related experience in the appendix.

## SIMILAR ENGAGEMENTS WITH OTHER GOVERNMENTAL ENTITIES

The following five clients represent the most significant audits performed in the last five years that are similar to the City.

### City of Shawnee, Kansas

Scope of Engagement: Audit of the financial statements in accordance with auditing standards generally accepted in the United States of America, *Governmental Auditing Standards* issued by the Comptroller General of the United States. The City prepares a Comprehensive Annual Financial Report that receives the Certificate of Achievement for Excellence in Financial Reporting.

Total Hours: 325  
Year End: December 31  
Audit Dates: 2006 to present  
Principal Client Contact: Maureen Rogers, Finance Director (913) 631-2500  
Engagement Partner: Audrey Odermann  
Engagement Manager: Brian Nyp

### City of Mission, Kansas

Scope of Engagement: Audit of the financial statements in accordance with auditing standards generally accepted in the United States of America, *Governmental Auditing Standards* issued by the Comptroller General of the United States. The City prepares a Comprehensive Annual Financial Report that receives the Certificate of Achievement for Excellence in Financial Reporting.

Total Hours: 300  
Year End: December 31  
Audit Dates: 2004 to present  
Principal Client Contact: Laura Smith, Assistant City Administrator (913) 676-8350  
Engagement Partner: Audrey Odermann  
Engagement Manager: Brian Nyp

### City of Lawrence, Kansas

Scope of Engagement: Audit of the financial statements in accordance with auditing standards generally accepted in the United States of America, *Governmental Auditing Standards* issued by the Comptroller General of the United States. The City prepares a Comprehensive Annual Financial Report that receives the Certificate of Achievement for Excellence in Financial Reporting.

Total Hours: 475  
Year End: December 31  
Audit Dates: 2002 to present  
Principal Client Contact: Ed Mullins, Finance Director (785) 832-3214  
Engagement Partner: Audrey Odermann  
Engagement Manager: Brian Nyp

## City of Salina, Kansas

Scope of Engagement: Audit of the financial statements in accordance with auditing standards generally accepted in the United States of America, *Governmental Auditing Standards* issued by the Comptroller General of the United States.

Total Hours: 420  
Year End: December 31  
Audit Dates: 2002 to present  
Principal Client Contact: Rod Franz, Finance Director (785) 309-5735  
Engagement Partner: Audrey Odermann  
Engagement Manager: Abram Chrislip

## City of Junction City, Kansas

Scope of Engagement: Audit of the financial statements in accordance with auditing standards generally accepted in the United States of America, *Governmental Auditing Standards* issued by the Comptroller General of the United States.

Total Hours: 400  
Year End: December 31  
Audit Dates: 2010 to present  
Principal Client Contact: Cheryl Beatty, Finance Director (785) 238-3103  
Engagement Partner: Audrey Odermann  
Engagement Manager: Brian Nyp

We have performed the audits of cities, counties and school districts in the State of Kansas and Missouri. Our reputation for retention of clients is excellent. The following is a list of our governments currently served:

City of Baldwin, KS	City of Troy, KS
City of Bonner Springs, KS - SA	City of Wathena, KS
City of Clay Center, KS - SA	City of Valley Center, KS
City of De Soto, KS	Brown County, KS - SA
City of Edgerton, KS, SA	Jefferson County, KS
City of Elwood, KS	Consolidated Fire District #2
City of Eudora, KS	Blue Valley USD 229 - SA, CAFR
City of Garnett, KS	Burlington USD 244 - SA
City of Junction City, KS - SA	Clay Center USD 379 - SA
City of Lake Quivira, KS	Emporia USD 253 - SA
City of Lawrence, KS - SA, CAFR	Geary County USD 475 - SA
City of Louisburg, KS	Hiawatha USD 415 - SA
City of Mission Hills, KS	Kansas City Kansas Public Schools USD 500 - SA
City of Ottawa, KS - SA	Lawrence USD 497 - SA
City of Plattsburg, MO	Louisburg USD 416
City of Sabetha, KS	Olathe USD 233 - SA, CAFR
City of Salina, KS - SA	Prairie View USD 362
City of Shawnee, KS - SA, CAFR	Shawnee Mission School District USD 512 - SA, CAFR
City of Spring Hill, KS	South Brown County USD 430 - SA
City of Tonganoxie, KS	Turner USD 202 - SA
City of Topeka, KS - SA	Valley Falls USD 338

SA - Subject to Single Audit/A-133 Audit  
CAFR - Comprehensive Annual Financial Report

## SPECIFIC AUDIT APPROACH

Our firm's policies and procedures are designed to insure that we comply with all professional standards. As these standards relate to the audit of the City of Pittsburg, we would plan our audit to comply with generally accepted auditing standards, *Government Auditing Standards*, the Single Audit Act Amendments of 1996 and OMB Circular A-133, if required.

The following is a summary of the level of staff and number of hours to be assigned to the engagement:

<u>Responsibility</u>	<u>Staff Assigned</u>	<u>Hours</u>
Planning, development of program, client conferences, general review, report review and quality control review.	Partners	30
Planning, development of program, client conferences, internal control review, review of workpapers and report review.	Manager	50
Planning, development of program, client conferences, internal control review, and preparation of key workpapers.	Supervisory Staff	140
Preparation of workpapers and general fieldwork.	Staff Auditor	<u>190</u>
Total Hours		<u><u>410</u></u>

Mize Houser & Company has implemented policies and procedures to streamline our audit process and monitor the status of each of our audit projects. The firm's extensive information technology development staff has created an automated due date monitoring system. This system provides associates with a tool to assist in monitoring the status of the entire audit project as well as tracking the stages of the audit to assure that all audit projects are completed in a timely and professional manner.

Our audit approach is also an implementation of the policies and procedures established by the firm to comply with our professional standards and can be divided into three distinct segments as follows:

- Planning, Risk Assessment and Obtaining an Understanding of Internal Controls
- Audit Testing
- Completing the Audit and Reporting

### **Planning**

In planning the audit of the City of Pittsburg we would first obtain an understanding of the City's operating environment. We would conduct extensive meetings with City staff to review the audit timeline and key dates. We would ask key personnel and members of management if they had any concerns related to the audit and if they had any recent changes in accounting principles or internal control systems. In addition to these interviews we would also obtain an understanding of the City's operating environment by a review of City policies and procedures, reading governing body meeting minutes and reviewing City ordinances that relate to the financial management of the City. In addition, we would request organizational charts, financial manuals and programs, financial statements, budgets and final trial balances for the current and prior years.

Audit staff would perform multiple analytical reviews and analyze the trends of the financial information over several years. This analysis would assist in identifying major areas of audit concern and begin to define our major audit objectives. Once a preliminary audit plan had been established we would meet with the City's staff to discuss the timing for our evaluation of the City's internal control systems.

Our review of the City's internal control systems provides us with information to determine the extent to which we can rely on the internal controls of the City. Our review of the internal control systems would include documenting the flow of accounting transactions throughout the City. Our review would help to identify potential deficiencies in internal controls and also assist in determining strengths in the City's internal control systems. During this time and throughout the audit, we would discuss these potential deficiencies and strengths in internal control with the City's management staff. Our assessments and open communication methods with City staff assists in our development of a meaningful management recommendation letter that management can use to implement best practices for the City

### **Audit Testing**

Once we have reviewed the systems, we would develop a customized audit program. The audit program would include compliance testing as well as substantive testing. We would test compliance with control procedures documented during the evaluation of the City's control systems.

Compliance testing will be completed over established control procedures to determine that the significant strengths within each control system are functioning as designed. Emphasis will be placed on controls over major areas of the audit. We will also test for compliance with applicable laws, including State statutes, regulations and governmental policies, including single audit test work.

Samples would be used as necessary to test controls using random audit sampling techniques. If the sample population does not lend itself to random sampling, a haphazard sample will be selected from the population. The sample size will vary based on the size of the population, our risk assessment, our planned reliance on the control test results, and the accuracy we determine appropriate for testing.

Substantive tests are designed to provide reasonable assurance as to the validity of the information produced by the accounting system that appears on the financial statements. The extent of the substantive testing will be determined by the results of the tests performed over the City's internal control systems. The substantive tests would include third party confirmation of financial institution accounts, grant and tax revenue, debt expenditures, and other financial statement accounts that lend themselves to confirmation. A detailed analytical review would be performed to identify unusual trends which may indicate the need for further testing. Supporting documentation evidence would be obtained and reviewed to assist in the testing of various areas of the audit. We will also evaluate management's determination of significant estimates and the significant accounting issues, including the application of new accounting principles.

We will also conduct preliminary reviews of the draft CAFR during this phase. The initial review provides for an opportunity to identify, communicate and address financial reporting issues with management staff early in the audit process.

### **Completing the Audit and Reporting**

At the conclusion of fieldwork, both the partner in charge of the audit and the quality control partner would review all detailed workpapers as well as the financial statements. The GFOA Certificate of Excellence in Financial Reporting reviewer checklist would be utilized by the partner in charge of the audit to assist the City in applying for the certification. The final report will be reviewed by our technical, quality control reviewer during this phase.

In addition, we will review for contingencies and subsequent events, evaluate the overall audit results and reasonableness of the financial statements, issue the audit reports and the management letter that details comments and suggestions resulting from the audit and we will conduct the presentations of the audit to the governing body.

### **Identification of Anticipated Potential Audit Problems**

We do not anticipate any potential audit problems.

Our use of technology provides significant efficiencies and neatly prepared work papers. In addition to accessing the City's information system, we utilize the following software to generate these efficiencies:

Prosystem fx Engagement – This paperless audit software utilizes automated workpapers and trial balances. The audit team will remotely access the Mize Houser & Company P.A. servers through a secure link to share and review workpapers in the field or from our office in Lawrence. This software allows us to share information and completely eliminates the reproduction costs of a paper audit.

Thomson Reuters Checkpoint – This web based research tool provides access to all of our audit staff to the most up to date auditing and accounting standards available. This allows our staff to research and report results on technical questions to the City in the field as the questions are brought to our attention.

Thomson Reuters Smart Practice Aids – This tool provides automated and customizable audit programs and checklists in electronic form. This software allows us to share information between team members and completely eliminates the reproduction costs of a paper audit.

EZAccess Web Tools – We use a secure file transfer system and web client portal, which allows us to securely transmit sensitive information between team members and clients. The tool is also a secure portal to access the City's financial statements and other management reports.

**MIZE HOUSER & COMPANY P.A.**  
**PRICING RESPONSE**  
**EXTERNAL AUDITING SERVICES**

<b>DESCRIPTION</b>	<b>ANNUAL FEE</b>
FISCAL YEAR 2014 AUDIT	<u>\$ 33,500</u>
FISCAL YEAR 2015 AUDIT	<u>\$ 34,500</u>
FISCAL YEAR 2016 AUDIT	<u>\$ 35,535</u>

## APPENDIX A TEAM MEMBER PROFILES

### SHAREHOLDER IN CHARGE

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#### **AUDREY M. ODERMANN, CPA**

##### **EXPERIENCE**

- Fifteen years experience in public accounting
- Practice focus in governmental accounting and auditing
- Firm's public sector team leader
- Leadership role as employee of largest Kansas county
  - Served on the health care cost reduction committee
  - Assisted with the development of internal audit procedures to develop efficient and effective internal control systems
  - Prepared CAFRs for several years, all of which earned the GFOA Certificate of Achievement for Excellence in Financial Reporting
- Member of the firms Quality Control committee



##### **RELEVANT EXPERIENCE WITH SIMILAR CLIENTS**

- City of Shawnee, Kansas
- City of Mission, Kansas
- City of Mission Hills, Kansas
- City of Lawrence, Kansas
- City of Bonner Springs, Kansas
- City of Basehor, Kansas
- City of Junction City, Kansas
- City of Valley Center, Kansas
- City of Salina, Kansas
- City of Spring Hill, Kansas
- City of Topeka, Kansas
- Blue Valley Unified School District No. 229
- Olathe Unified School District
- Shawnee Unified School District

##### **EDUCATION**

Bachelor of Science, Accounting, North Dakota State University (Fargo, North Dakota)

##### **PROFESSIONAL ORGANIZATIONS**

- Kansas Society of Certified Public Accountants
  - Served on the Editorial Board of the Kansas Municipal Accounting and Audit Guide
- Government Finance Officers Association
- American Institute of Certified Public Accountants
- Government Audit Quality Center – Firm Quality Control Representative

##### **PROFESSIONAL CERTIFICATIONS**

Certified Public Accountant, Missouri and Kansas

## ENGAGEMENT MANAGER

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### **BRIAN W. NYP, CPA**

#### **EXPERIENCE**

- Ten years experience in public accounting
- Practice focus in governmental accounting and auditing
- Firm's public sector team manager
- Member of the firms Quality Control committee

#### **RELEVANT EXPERIENCE WITH SIMILAR CLIENTS**

- City of Shawnee, Kansas
- City of Mission, Kansas
- City of Lawrence, Kansas
- City of Junction City, Kansas
- City of Valley Center, Kansas
- Blue Valley Unified School District No. 229

#### **EDUCATION**

Bachelor of Arts, Accounting, University of Kansas

#### **PROFESSIONAL ORGANIZATIONS**

- Kansas Society of Certified Public Accountants
  - 20 Up to 40 Leadership Committee
- Government Finance Officers Association
- American Institute of Certified Public Accountants
- Government Audit Quality Center

#### **PROFESSIONAL CERTIFICATIONS**

Certified Public Accountant, Missouri and Kansas



## ENGAGEMENT IN CHARGE

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### **ABRAM CHRISLIP, CPA**

#### **EXPERIENCE**

- Eleven years experience in public accounting
- Practice focus in governmental accounting and auditing
- Individual tax practice manager
- Firm's public sector team manager
- Member of the firm's Tax Committee

#### **RELEVANT EXPERIENCE WITH SIMILAR CLIENTS**

- City of Garnett, Kansas
- City of Salina, Kansas
- Blue Valley Unified School District No. 229
- Shawnee Unified School District

#### **EDUCATION**

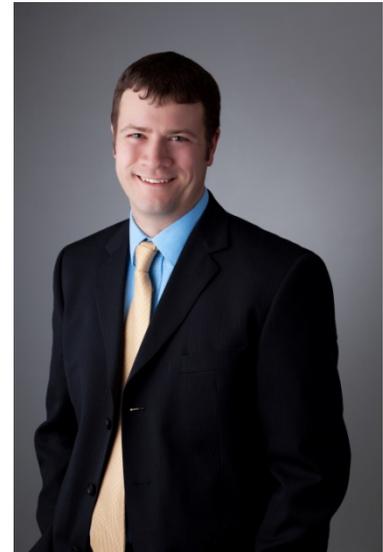
Bachelor of Arts, Accounting, University of Kansas

#### **PROFESSIONAL ORGANIZATIONS**

- Government Finance Officers Association
- American Institute of Certified Public Accountants
- Government Audit Quality Center

#### **PROFESSIONAL CERTIFICATIONS**

Certified Public Accountant, Kansas





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## SYSTEM REVIEW REPORT

October 31, 2012

Shareholders  
Mize Houser & Company P.A.

and the  
Peer Review Committee of the Kansas Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of **Mize Houser & Company P.A.** (the "Firm") in effect for the year ended September 30, 2012. Our peer review was conducted in accordance with the *Standards for Performing and Reporting on Peer Reviews* ("standards") 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](http://www.aicpa.org/prsummary).

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of **Mize Houser & Company P.A.** in effect for the year ended September 30, 2012, 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*. **Mize Houser & Company P.A.** has received a peer review rating of *pass*.

Rehmann is an independent member of Nexia International.

CPAs & Consultants Wealth Advisors Corporate Investigators





**FINANCE AND ADMINISTRATION**  
201 West 4<sup>th</sup> Street · Pittsburg KS 66762

(620) 231-4100  
[www.pittks.org](http://www.pittks.org)

## Interoffice Memorandum

**TO:** Daron Hall, City Manager

**FROM:** Jamie Clarkson, Finance Director

**DATE:** October 3, 2014

**SUBJECT:** City Budgetary Reserve Policy

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After several months of review and revisions, staff is recommending approval of a newly created City Budgetary Reserve Policy. The Government Finance Officers Association recommends that governments adopt policies aimed at achieving and maintaining a structurally balanced budget. Reserves are the portion of fund balance that is set aside to mitigate risks and provide for revenue shortfalls.

cc: Tammy Nagel, City Clerk



## CITY OF PITTSBURG, KANSAS BUDGETARY RESERVE POLICY

### **INTRODUCTION**

Effective financial management practices ensure that the City has available cash reserves in order to:

- Provide resources in case of emergency or disruption of revenues
- Reduce the need to issue debt
- Provide financial stability

The Government Finance Officers Association (GFOA) recommends analyzing the areas of risk that will influence the level of reserves an organization will need to prepare for uncertainty and loss. The factors that need to be assessed are as follows:

- Revenue Volatility
- Infrastructure condition
- Likelihood of extreme events such as extreme weather conditions
- Outside influences such as unfunded pension liabilities, etc.

At a minimum, GFOA recommends a baseline of 16% of general fund revenues or two months of expenditures. The City of Pittsburg has determined that the equivalent of two months expenditures will meet its reserve requirements.

### **PURPOSE**

The purpose of the Budgetary Reserve Policy is to establish a framework from which the City Commission, City Manager, and other city departments may work to provide quality services and financial stability.

### **SCOPE**

This policy will apply to all of the City's operating funds that are required to be budgeted by the State of Kansas budget laws and capital funds.

## POLICY STATEMENT

The City of Pittsburg is committed to:

- Establishing a cash reserves level that is equivalent to a two month annual expenditure and transfers out level for the general fund, special revenue funds, capital funds, debt service fund, and enterprise funds
- Avoiding the need for issuing debt through the effective use of reserves
- Budgeting enough reserves to maintain the equivalent of two months of expenditures level
- Monies allocated in the reserve lines shall only be used with prior authorization of the City Finance Director and City Manager.
- Excess unreserved amounts above the minimum balance requirements may be used in the following ways:
  - Debt reduction
  - One-time expenditures that do not increase recurring operating costs, but that cannot be funded through current revenues, and will reduce future operating costs
  - Establishing or increasing reserves for risk management programs, equipment replacement, capital projects, emergencies, or disaster recovery
- Excess unreserved amounts above the minimum balance requirements may **not** be used to increase recurring operating costs.
- Preparing and implementing a plan for restoration of reserve levels that are below the reserves goal, which will restore the shortfall over a three year period.
- Reviewing and updating this policy every three years

## GLOSSARY

**Unreserved Fund balance:** The unreserved cash balance at the end of a budget year.

**Reserved Fund Balance:** The reserved cash balance is that amount that is legally restricted and is not available for appropriation or expenditure.

**Designated Fund Balance:** Designated fund balance is that portion of unreserved fund balance that reflects the city's self-imposed limitations on the use of otherwise available expendable financial resources.

**Undesignated Fund Balance:** The financial resources which have not been obligated for a specific purpose.

**General Fund:** The City's primary operating fund that accounts for services not otherwise specified in a separate fund.

**Special Revenue Funds:** Funds that account for revenue sources and uses that are designated for a specific purpose.

**Capital Funds:** Funds that account for capital improvements funded by issuing debt, special assessments, or certain grants.

**Enterprise Funds:** Funds that account for activities for which a fee is charged to external users for goods and services, such as water, wastewater, sewer, and storm water.