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# CITY OF PITTSBURG, KANSAS COMMISSION AGENDA Tuesday, May 14, 2019 5:30 PM

#### **CALL TO ORDER BY THE MAYOR:**

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

#### **CONSENT AGENDA:**

- a. Approval of the April 23, 2019, Pittsburg City Commission Meeting minutes.
- b. Approval of the Dance Hall license renewal application submitted by Kyle Michael for The Pitt, located at 516 North Broadway and authorize the City Clerk to issue the license.
- c. Approval of staff request to contract J & M Displays, Inc., of Yarmouth, Iowa in the amount of \$20,000 for the Fourth of July fireworks display, and authorize the Mayor to sign the appropriate documents on behalf of the City.
- d. Approval of staff request to submit an Emergency Solutions Grant (ESG) application to the Kansas Housing Resources Corporation in the amount of \$236,500 for Homeless Services including prevention, rapid re-housing and day shelter services, and authorize the Mayor to sign the appropriate documents on behalf of the City.
- e. Approval of the Appropriation Ordinance for the period ending May 14, 2019 subject to the release of HUD expenditures when funds are received. **ROLL CALL VOTE.**

#### **SPECIAL PRESENTATION:**

a. ECONOMIC DEVELOPMENT QUARTERLY REPORT - Director of Economic Development Blake Benson and Darrell Pulliam, Director of the Kansas Polymer Research Center, will present the quarterly Economic Development Report. **Receive for file.** 

# CITY OF PITTSBURG, KANSAS COMMISSION AGENDA Tuesday, May 14, 2019 5:30 PM

# **CONSIDER THE FOLLOWING:**

a. ADDENDUM TO AGREEMENT FOR MUNICIPAL ADVISOR SERVICES - Consider staff recommendation to approve an Addendum to the Agreement for Municipal Advisor Services dated June 19th, 2017, with Baker Tilly Virchow Krause, LLP to provide financial analysis, project management and technical review and support. Approve or disapprove staff recommendation and, if approved, authorize the Mayor to sign the necessary documents on behalf of the City.

# **NON-AGENDA REPORTS & REQUESTS:**

a. BI-MONTHLY BUDGET REVIEW - Director of Finance Jamie Clarkson will provide the April 30, 2019 bi-monthly budget review. **Receive for file.** 

# **ADJOURNMENT**

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
April 23<sup>rd</sup>, 2019

A Regular Session of the Board of Commissioners was held at 5:30 p.m. on Tuesday, April 23<sup>rd</sup>, 2019, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor Patrick O'Bryan presiding and the following members present: Sarah Chenoweth, Dan McNally, Dawn McNay and Chuck Munsell.

Mayor O'Bryan led the flag salute.

#### PUBLIC INPUT -

Deb Williams, 215 West 23<sup>rd</sup> Street, encouraged the Governing Body to make the ownership of poultry within the City limits illegal.

William Strenth, 1515 Hampton, expressed concerns including the timing of events and notifications to citizens in relation to the Silverback Landing Project.

Michelle Sellars, 302 North Labette, Frontenac, owner of BKC Fireworks, spoke in opposition to the increase of fireworks stand license fees.

APPROVAL OF MINUTES – On motion of Munsell, seconded by McNally, the Governing Body approved the April 9<sup>th</sup>, 2019, City Commission Meeting minutes as presented. Motion carried.

VERITIV OPERATING COMPANY LEASE AGREEMENT – On motion of Munsell, seconded by McNally, the Governing Body approved staff recommendation to enter into a three-year lease agreement, with an additional two year option available. with Veritiv Operating Company, successor to Unisource Worldwide, Inc., d/b/a Rollsource, a Delaware corporation, for Lot Three (3) of the Pittsburg Regional Industrial Park in the amount of \$8,343 per month, and authorized the Mayor to execute the agreement on behalf of the City. Motion carried.

DISPOSITION OF BIDS – COOLING TOWER REPLACEMENT – On motion of Munsell, seconded by McNally, the Governing Body approved staff recommendation to award the bid for the Cooling Tower Replacement Project at Fire Station #1 to the lowest and/or best responsive bidder, Satterlee Mechanical, of Joplin, Missouri, with a lump sum bid of \$63,700.00, and authorized the Mayor and City Clerk to execute the contract documents once prepared. Motion carried.

APPROPRIATION ORDINANCE – On motion of Munsell, seconded by McNally, the Governing Body approved the Appropriation Ordinance for the period ending April 23<sup>rd</sup>, 2019, subject to the release of HUD expenditures when funds are received with the following roll call vote: Yea: Chenoweth, McNally, McNay, Munsell and O'Bryan. Motion carried.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
April 23<sup>rd</sup>, 2019

PURCHASE OF BOBCAT – On motion of O'Bryan, seconded by McNay, the Governing Body approved staff request to waive the City bid policy to purchase a Bobcat V519 through the National Joint Purchasing Alliance for use at the Wastewater Treatment Plant for a total purchase price of \$71,547.25 and authorized the issuance of the necessary purchase requisition. Motion carried.

SALES TAX STREET PROGRAM - Matt Bacon, Director of Public Utilities, presented an update on the Sales Tax Street Program.

DISPOSITION OF BIDS - 2019 SURFACE PRESERVATION PROJECT — On motion of Chenoweth, seconded by Munsell, the Governing Body approved staff recommendation to award the bid for the 2019 Surface Preservation Project on North and South Broadway Street (US-69B) and South Stilwell Street to Heckert Construction Co., Inc., of Pittsburg, Kansas, with a total bid of \$971,902.94, and authorized the Mayor and City Clerk to execute the contract documents once prepared. Motion carried.

FIREWORKS STAND LICENSE FEES – Commissioner Chenoweth moved to consider lowering the fireworks stand license fees. Commissioner Munsell seconded the motion. Motion failed with Commissioners McNally, McNay and O'Bryan voting in opposition.

NON-AGENDA REPORTS & REQUESTS -

BREED SPECIFIC ANIMAL REGULATIONS – Deputy Police Chief Tim Tompkins recommended no changes to the City's pit bull ordinance.

ADJOURNMENT: On motion of McNay, seconded by Munsell, the Governing Body adjourned the meeting at 6:49 p.m. Motion carried.

ATTEST:	Patrick J. O'Bryan, Mayor	
Tammy Nagel, City Clerk		



#### **Beard-Shanks Law Enforcement Center**

201 North Pine Street Pittsburg, Kansas 66762 (620) 235-0400

#### INTEROFFICE MEMORANDUM

To: City Manager Daron Hall

Chief of Police Brent Narges

From: Major Tim Tompkins

Date: Wednesday, May 8, 2019

RE: Dance Hall License Renewal

City Clerk Tammy Nagel has received a request for a Dance Hall License renewal submitted by Mr. Kyle Michael, owner of The Pitt, located at 516 N. Broadway. In accordance with the renewal request, I have reviewed the calls for service related to The Pitt from May 1, 2018 to May 1, 2019. During the review period, the police department received 12 calls for service, completed 1 offense report related to a call for service, and completed 8 routine bar checks and citizen engagement activities.

As this is the first renewal request received from Mr. Michael, there is no previous summation data for comparison to past calls for services and department response. In my opinion, the calls for services and the types of calls received do not indicate any issues or concerns related to bar operations. In fact, 5 off the calls for services received came from bar management requesting assistance in verifying identifications presented for purchasing alcohol, or to address patrons causing problems at the establishment.

Therefore, based on the review of information available, I would respectfully recommend the Dance Hall License renewal be approved by the Governing Body and the necessary license be issued by the City Clerk. Should you have any questions, please contact me.



#### PARKS AND RECREATION

710 West 9<sup>th</sup> Street · Pittsburg KS 66762

(620) 231-8310 www.pittks.org

# INTEROFFICE MEMORANDUM

To: Daron Hall, City Manager

From: Kim Vogel, Director of Parks and Recreation

CC: Tammy Nagel, City Clerk

Date: May 8, 2019

Subject: May 14, 2019 Agenda Item

Approval of Fireworks Display Contract

The Department of Parks and Recreation received bids for the Fourth of July fireworks display from J & M Displays, Inc. of Yarmouth, Iowa and Premier Pyrotechnics, Inc. of Richland, Missouri. Bidders proposed a show based on a \$20,000 budget.

J & M Displays, Inc. proposed a show that would last 20 minutes and include 407 shells that were 4" and above, with 79 of those being 6" and 8" shells.

Premier Pyrotechnics, Inc. proposed an 18 minute show that would include 394 shells that were 4" and above, with 19 of those being 6" and 8" shells.

City staff reviewed the quotes from both bidders and consulted with past pyrotechnics who confirmed that a 3" shell could be visible inside the park, clearing the tree line, but not be visible very far outside of the park. To ensure the quality of the display for all residents, regardless of location, we based our comparisons on shells 4" and above.

In this regard would you please place an item on the May 14, 2019 City Commission agenda for approval to contract the Fourth of July fireworks to J & M Displays, Inc. of Yarmouth, Iowa, and, if approved, authorize the Mayor to sign the contract.

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



# Acknowledgement of RFP's Received Parks & Recreation Department 2019 4<sup>th</sup> of July Fireworks Display Tuesday, April 23<sup>rd</sup>, 2019 – 2:00 pm

NAME/ADDRESS OF BIDDER	TOTAL CO	OST OF SHOW			
	\$	20,000.00			
J & M Displays, Inc. 18064 170 <sup>th</sup> Avenue Yarmouth, Iowa 52660-9772	1" 2" 3" 4" 5" 6" 8"  Choreographed Show Time				
	Free for Advertising - \$3,346.35 15% Free for Multiple Year Agreement - \$2,329.35 Total Free - \$5,675.70				
	\$20,000.00				
Premiere Pyrotechnics, Inc. 25255 Highway K Richland, Missouri 65556	Total Shot Count SHELL SIZE 1" 2" 3" 4" 5" 6" 8" CAKES	- 4,628 SHELL COUNT 43 36 461 273 110 8 11 3,686			
	Choreographed Show Time	- 18 minutes			



# COMMUNITY DEVELOPMENT PITTSBURG PUBLIC HOUSING

216 N Broadway, Ste G · Pittsburg KS 66762

(620) 232-1210 www.pittks.org

FAX: (620) 232-1210

# INTEROFFICE MEMORANDUM

To:

Pittsburg City Commission

From:

Quentin Holmes, Director of Community Development and Housing

CC:

Daron Hall

Tammy Nagel

Date:

May 6, 2019

Subject:

**Emergency Solutions Grant FFY 2019** 

Yearly, the City of Pittsburg submits an application to the Kansas Housing Resources Corporation for the Emergency Solutions Grant (ESG), funding which is dedicated to homeless services. Attached, you will find the FFY 2019 ESG application for the program year starting July 1, 2019 and ending June 30, 2020. We are applying for a total of \$236,500 which will be used for Homeless Prevention, Rapid Rehousing, and Day Shelter. The Day shelter is through partnership with Wesley House, therefore they are listed as a sub-recipient in the application. The match for this grant is provided through the in-kind cost of City staff salaries, in-kind cost of City services, Wesley House staff salaries, the cost of program rental space, meals, and volunteers at Wesley House.

The requested \$236,500 will be used in the following manner:

# Homeless Prevention: \$30,000

- Up to three months of rental subsidy
- Up to 2 months of rental arrears, plus fees
- Up to two months of current utilities
- Intensive Case Management

#### Rapid Re-Housing: \$72,500

- Rental deposit
- Utility deposit
- 3 months of rent
- Utility assistance
- Intensive Case Management

#### Day Shelter: \$134,000

- Access to shelter facilities
- Assistance eliminating barriers
- Cold Weather Shelter

It is my recommendation that the City Commission approve the application and authorize staff to submit it to the Kansas Housing Resources Corporation.

# RESOURCES CORPORATION

March 22, 2019

Dear Emergency Solutions Grant (ESG) Applicant,

Attached you will find the ESG Application for Program year 2019.

The amount of funding for the 2019 ESG is unknown. The expected amount is for the 2019 ESG is funding at 2018 levels of \$1.5 million.

Announcements of ESG awards will not be made until 2019 ESG funding is made available to KHRC.

This application requires that you certify that if awarded a 2019 ESG grant, your agency and your sub recipient agencies are in compliance with the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards at 2 CFR part 200.

All agencies must be using a Homeless Management Information System (HMIS) or HUD compliant, comparable database and able to meet all ESG and Continuum of Care reporting requirements.

One (1) original and three (3) copies of the application must be postmarked by; Friday, May 10, 2019. Applications submitted via mail or other delivery system should be sent using that company's return receipt process, as this will be your notice that the application has been received.

For 2019, The ESG grant period will be for twelve (12) months, July 01, 2019 through June 30, 2020. HMIS funds will be capped at 1.5% of the total amount of ESG funds awarded. All shelters must complete the ESG Shelter Habitability Checklist (att. 14).

Submit the application package to:

James Chiselom Kansas Housing Resources Corporation 611 S. Kansas Avenue, Suite 300 Topeka, Kansas 66603-3803

If you have questions or need additional information, please feel free to contact me at (785) 217-2046.

Sincerely,

James Chiselom Program Manager - ESG

Enclosure

# **Attachment Checklist**

These items must be tabbed as attachments and submitted with application in the following order.

# Applications submitted without tabbing and not in order will not be reviewed.

- 1. Program Partnerships
- 2. 501 (c) (3) Status (must be IRS Letter)
- 3. Certificate of Good Standing (must be current certificate from Kansas Secretary of State)
- 4. Certification of Local Unit of Government Approval Statement and Signature Form
- 5. Match Certification form
- 6. Documentation of membership to organizations
- 7. List of Board Members for Sub recipient
- 8. Organization Chart of Sub recipient
- 9. Most recent audit for Sub recipient
- 10. W-9 Form for Sub recipient
- 11. Copy of program rules and policies
- 12. Copy of program termination policy and procedures
- 13. Written Standards certification
- 14. Performance Outcomes certification
- 15. ESG Shelter Habitability Checklist (shelters only)

1

# 2019 KANSAS EMERGENCY SOLUTIONS GRANT APPLICATION

SECTION I: SUB RECIPIENT APPLICANT INFORMATION (City, County)

Sub Recipient is responsible for the administration of the ESG and coordination of the ESG programs in the geographical jurisdiction.

A. APPLICAN	NT INF	ORMATIC	)N								
Sub Recipient	City of Pittsburg, Kansas										
Authorized Representative	·	Patrick O'Bryan <sub>Title</sub> Mayor, City of Pittsburg					urg				
Address		вох 6	BOX 688 City Pittsburg								
State	KS	Zip KS Federal I.D. Number 48-6041003									
		stions about	tions about this Magan Keener								
Telephone	620	-232-12	210			Fax	620-2	232	-3453		
E-mail Addres	ss _	megan	.kee	ner@	pitt	ks.or	9				
B. TOTAL ES	SG REC	QUEST (all	applyi	ng agenc	ies)						
ESG	Agenc	v		treet treach	Sł	nelter	Home Preven		Rapid Re-Housing	HMIS	Totals
	f Pittsbu		\$	-	\$	-	\$30,00	0.00	\$70,000.00	\$2,500.00	\$102,500.00
			\$	-	\$	-	\$	-	\$ -	\$ -	\$ -
Wes	ley Hous	e	\$	-	\$132	,000.00	\$		\$	\$2,000.00	\$134,000
			\$	-	\$	-	\$	-	\$ -	\$ -	\$ -
			\$	-	\$	-	\$	-	\$ -	\$ -	\$ -
			\$		\$	-	\$	-	\$ -	\$ -	\$ -
Sub Totals			\$	_	\$132	2,000.00	\$30,00	0.00	\$70,000.00	\$4,500.00	\$236,500.00
c. countie						_4					_
2						_ 5					
3						6					

Rev. 3/01/19

# D. PERFORMANCE OUTCOME MEASURES

The U. S. Department of Housing and Urban Development (HUD) is instituting performance measures to gather information to determine the effectiveness of programs funded with CDBG, ESG, HOME and HOPWA. Information obtained on the local level will be reported to HUD which will enable HUD to describe performance results at the National Level. HUD's outcome performance measurement system has three objectives and three outcomes which are listed below.

and a subject to the state of the second project	objective				
<ol> <li>Select one of the following that best fits your project</li> <li>X Suitable living environment</li> </ol>	objective.				
X Decent affordable housing					
Creating economic opportunity					
2. Select at least one of the following that describes the	outcome your project will achieve:				
opportunities available or accessible to low incon	at make services, infrastructure, nousing, sheller, or employment ne persons by improving or providing new services, etc.)				
3. Please describe the process to establish and select the core entities that comprise the local homeless service provider network include the following	he above objectives and outcomes. (Must be included) g: City of Pittsburg, Wesley House, Crawford County Mental Health, Catholic Charities, Pittsburg Police				
	ntities work together regularly, and design grant funded program to complement one another, with the				
goal of eliminating barriers to housing and streamlining processes. We have adjusted this grant application slightly from last year based on the services we have provided and the needs we are identifying					
has been duly authorized by the governing body of the ap	he data in this application are true and correct. This document plicant. The applicant will ensure compliance with the ESG ive Requirements Cost Principles and Audit Requirements for each and federal and state regulations if assistance is approved.				
	May 6, 2019				
Signature of Authorized Official of Governing Body	Date				
Mayor of Pittsburg, Kansas					
Title					

# Kansas 2020

SECTION II: ESG PROGRAM DESCRIPTION

EMERGENCY SOLUTIONS GRANTS (ESG)

CFDA Number: 14.231

Agency: Department of Housing and Urban Development Office: Office of Community Planning and Development (24 CFR Part 576 – Emergency Solutions Grants Program)

**Objectives:** 

The Emergency Solutions Grants Program (ESG) program provides funding to: (1) engage homeless individuals and families living on the street; (2) improve the number and quality of emergency shelters for homeless individuals and families; (3) help operate these shelters; (4) provide essential services to shelter residents, (5) rapidly re-house homeless individuals and families, and (6) prevent families and individuals from becoming homeless.

# **Eligibility Requirements:**

**Applicant Eligibility:** 

Kansas Housing Resources Corporation (KHRC) as a State Recipient must sub grant all of their ESG funds (except for funds for administrative costs and, under certain conditions, HMIS costs) to units of general-purpose local government and/or private nonprofit organizations. KHRC as recipient must consult with the Continuum(s) of Care operating within the jurisdiction in determining how to allocate ESG funds.

**Beneficiary Eligibility:** 

The minimum eligibility criteria for ESG beneficiaries are as follows: For essential services related to street outreach, beneficiaries must meet the criteria under paragraph (1)(i) of the "homeless" definition under § 576.2. For emergency shelter, beneficiaries must meet the "homeless" definition in 24 CFR 576.2. For essential services related to emergency shelter, beneficiaries must be "homeless" and staying in an emergency shelter (which could include a day shelter). For homelessness prevention assistance, beneficiaries must meet the requirements described in 24 CFR 576.103. For rapid rehousing assistance, beneficiaries must meet requirements described in 24 CFR 576.104. Further eligibility criteria may be established at the local level in accordance with 24 CFR 576.400(e).

# Credentials/Documentation:

Recipients must certify they will meet program requirements and applicable federal requirements. Government recipients and sub recipients must comply with Uniform Administrative Requirements Cost Principles and Audit Requirements for Federal Awards at 2 CFR part 200.

Regulations, Guidelines, and Literature:

The program regulations can be found at 24 CFR Part 576. Guidance on the program can be found at www.hudexchange.info/esg.

# SECTION III: ESG PROGRAM COMPONENTS AND ELIGIBLE ACTIVITIES

Emergency Solution Grant Funding can be used for five program activities: street outreach, emergency shelter, homelessness prevention, rapid re-housing assistance, and HMIS; as well as administrative activities.

- A) <u>Street Outreach</u> Funds may be used for costs of providing essential services necessary to reach out to unsheltered homeless people; connect them with emergency shelter, housing, or critical services; and provide urgent non-facility-based care to unsheltered homeless people who are unwilling or unable to access emergency shelter, housing or an appropriate health facility.
- B) <u>Emergency Shelter</u> Funds may be used for costs of providing essential services to families and individuals in emergency shelters, renovating buildings to be used as emergency shelter for homeless families and individuals, and operating emergency shelters.

  Eligible Activities:
- C) <u>Homeless Prevention</u> Funds may be used to provide housing relocation and stabilization services and short- or medium-term rental assistance necessary to prevent an individual or family from moving into an emergency shelter and prevent incidences of homelessness.
- D) <u>Rapid Re-Housing</u> ESG funds may be used to provide housing relocation and stabilization services and short- or medium-term rental assistance necessary to help a homeless individual or family move as quickly as possible into permanent housing and achieve stability in that housing.
- E) <u>HMIS</u> ESG funds may be used to pay the costs of contributing to the HMIS designated by the Continuum of Care for the area including the costs of purchasing hardware, software licenses or equipment, obtaining technical support, completing data entry and analysis, monitoring and reviewing data quality, training, reporting, and coordinating and integrating the system. The HMIS funds will be limited to 1.5% of the total funds awarded.

Assistance to Eligible Persons/Households funded through the Emergency Solutions Grant cannot exceed 24 months of rental assistance, 24 months of utility payment assistance or 6 months of arrears (utility/rent) during any three-year period. Evaluation and documentation of client eligibility for financial assistance shall be reassessed at least every three months for program participants receiving homelessness prevention assistance and not less than once annually for program participants receiving rapid re-housing assistance (576.401 (b)) to ensure they meet the eligibility criteria, review program and appropriateness standards and to re-evaluate the continuation of services.

F) <u>ADMINISTRATION</u> - KHRC as the recipient may use up to 7.5 percent of its ESG grant for the payment of administrative costs related to the planning and execution of ESG activities. This does not include staff and overhead costs directly related to carrying out activities eligible under ESG, because those costs are eligible as part of those activities. As such KHRC will provide 2.5% of ESG awarded funds as administrative costs to all ESG Sub recipients. (576.108. (4) (B))

# SECTION IV: ESG APPLICATION (completed by each agency providing ESG services)

Sub r	UB RECIPIENT ecipient agency is	required to be an existing En	nergency Shelter	, Homeles	ss Services Provider or Other Program tha
					ment or nonprofit 501 (c) (3).
		City of Pittsburg,			
Street	<sup>t/P.O. Box:</sup> 216	S N Broadway, Ste	e G	Phone :	<sub>#</sub> <u>620-232-1210</u>
City:	Pittsburg	KS	Zip: 6670	62 <sub>Co</sub>	ounty: Crawford
		City Manager - Da	ron Hall		daron hall@nittks.org
Chief	Financial Officer	Dir. of Finance = Jamie	e Clarkson <sub>CFC</sub>	O Email:	jamie.clarkson@pittks.org
ESG	Contact Person: (1	name and title):			9
Emai	l of ESG Contact	Person: megan.keene	r@pittks.or	g Phone	<sub>#</sub> 620-232-1210
A lt	ESG Contact Pers	on (required): (Name and Tit	<sub>:le):</sub> Doe Su	snik, l	Housing Manager
Emai	l of Alt. ESG Con	tact Person (required):	susnik@pittks.o	rg Phone	<sub>#</sub> <u>620-232-1210</u>
	GENCY TYPE:				
	Homeless Serv	elter – 90 days or less ices Provider (Homeless Pred Description) HUD Sec			
Pleas		nary at risk homeless catego	ory the program v	will serve.	. Please check the appropriate categories
	<ul> <li>HIV/AIDS</li> <li>Elderly</li> <li>Veterans</li> <li>Mental Health</li> <li>Youth</li> <li>Domestic Viol</li> <li>Substance abus</li> </ul>				

# Kansas **ESG** 2020

# C. PROGRAM PARTNERSHIPS

Please <u>identify and describe</u> all partnerships with other agencies related to service delivery to your identified program beneficiaries needs. Agency contact (<u>name of person, email and phone</u>) information *must* be included. (att. 1)

D. PROPOSED PROJECT ACCOMPLISHMENTS	
Please list expected program accomplishment(s) if funding (Accomplishments must be described in terms of household)	is awarded: ds served, people served, etc.)
PROPOSED ACCOMPLISHMENTS:	
Total number of households to be served: 67	
Total unduplicated individuals to be served: 135	
Indicate the number of unduplicated adults to be served: 93	3
Indicate the number of unduplicated children to be served:	47
Prior ESG (if previous grantee) accomplishments: YES	S_X_NO
Total number of households to be served: 65	
Total unduplicated individuals to be served: 130	
Indicate the number of unduplicated adults to be served: $9$	0
Indicate the number of unduplicated children to be served:	45
E. Attach 501 (C) 3 status letter (must be IRS letter) (a	att. 2)
F. Attach Certificate of Good Standing (must be copy	of current certificate from Kansas Secretary of State) (att. 3
G. Attach Certification of Local Unit of Government A	Approval Statement and Signature Form. (att. 4)
<b>Agency Certification:</b> To the best of my knowledge and are true and correct.	belief, the data in this agency's portion of this ESG application
	May 6, 2019
Signature	Date
Director of Housing and CD	
Title	
THE	

# SECTION V: ESG ACTIVITY FUNDING

Please provide details on EACH activity your agency will provide if funded.

# A. Street Outreach

Street Outreach	Amount Requested
Engagement Activities	
Case Management	
Emergency Health Services	
Emergency Mental Health Services	
Transportation	
	TOTAL

Street Outreach: Please provide a <u>detailed description</u> of your program and service delivery.				
No Street outreach activities will be conducted by the City of Pittsburg				

# **B.** Emergency Shelter

Emergency Shelter	Amount Requested
Essential Services	
Renovation Activities	
Shelter Operations	
Vouchers (Hotel or Motel where ES unavailable)	
TOTAL	

Emergency Shelter: Please provide	Emergency Shelter: Please provide a <u>detailed description</u> of your program and service delivery					
No emergency shelter activities	No emergency shelter activities will be conducted by the City of Pittsburg.					
,						

#### C. Homeless Prevention

<b>Homeless Prevention</b>	Amount Requested
Rental Assistance (Short-Term / Medium-Term)	\$10,000.00
Utility Assistance	\$3,000.00
Rental Arrears (1-time payments of up to 6 months)	\$3,000.00
Security Deposits (up to 2 months)	\$3,000.00
Moving Costs	\$1,000.00
Services Costs	\$10,000.00
TOT	AL \$30,000.00

Homeless Prevention: Please provide a <u>detailed description</u> of your program and service delivery

The City anticipates 12 households will have a request for Homeless Prevention services made through the "Homeless Services Case Manager," during the 12 month project period. All eligible households will meet the homeless definition for Homeless Prevention (Category 2, 3, & 4), have annual income at or below 30% of AMI, and additional eligibility criteria. Enrolled households will receive housing relocation and stabilization services through the "Homeless Services Case Manager" along with short-term rental assistance through the City. Estimated 50% of households will need financial assistance to pay at least one month of rent and utility arrears, plus current rent and utility expenses. As this funding will prevent households from becoming homeless and enabling them to remain in their current rental housing, only \$1,000 is budgeted for moving costs.

See policies setting forth how eligible households will assist in prioritizing assistance, determining share of costs, length of rental assistance and type, amount and duration of housing stabilization of relocation services. Under Homeless Prevention, we will provide short-term rental assistance (up to 3 months), and payment of rental arrears (including late fees for up to 2 months). All households must have a legally binding written lease in order to receive assistance and the household cannot be receiving rental assistance from another public source for the same time period.

The City of Pittsburg will be hiring a new "Homeless Service Case Manager" and we have decided to serve a small area. We still anticipate serving the same number of households during the 12 month project period. There is a lot of need for these services in Crawford County and the City feels we can utilize these funds more sufficiently by just serving Crawford County and it will allow our Homeless Service Case Manager to serve the clients more appropriate.

D. Rapid Re-Housing

Rapid Re-Housing		Amount Requested
Rental Assistance (Short-Term / Medium-Term)		\$18,000.00
Utility Assistance		\$8,000.00
Rental Arrears (1-time payments of up to 6 months)		\$0.00
Security Deposits (up to 2 months)		\$2,000.00
Moving Costs		\$2,000.00
Services Costs		\$40,000.00
	TOTAL	\$70,000.00

# Rapid Re-Housing: Please provide a <u>detailed description</u> of your program and service delivery

Projection of 55 households will qualify for rapid re-housing Services due to meeting the eligibility of being literally homeless. These households will receive housing relocation and stabilization services along with short-term rental assistance. We estimate all households will need financial assistance with rental deposit, utility deposit, along with up to 3 months of rental assistance in order to achieve stabilization. Utility assistance will also be available. Because these households have been literally homeless, we project lesser need to provide rental arrear assistance compared to household qualifying for Homeless Prevention.

See policies setting forth how eligible households will assist in prioritizing assistance, determining share of costs, length of rental assistance and type, amount and duration of housing stabilization of relocation services. All households must have a legally binding written lease in order to receive assistance and the household cannot be receiving rental assistance from another public source for the same time period. Utility assistance will also be available for up to two months, based on average monthly use.

The City of Pittsburg will be hiring a new "Homeless Service Case Manager" and we have decided to serve a small area. We still anticipate serving the same number of households during the 12 month project period. There is a lot of need for these services in Crawford County and the City feels we can utilize these funds more sufficiently by just serving Crawford County and it will allow our Homeless Service Case Manager to serve the clients more appropriate.

# E. HMIS

HMIS – up to 1.5% of the total ESG funds requested	Amount Requested
Hardware / Software	
Equipment Costs	
Data Entry / Analysis	
Data Quality	
Training	\$2,500.00
Reporting	
TOTAL	\$2,500.00

HMIS: Please provide a <u>detailed description</u> of your program and service delivery				
The Homeless Services Case Manager through the City of Pittsburg will conduct the HMIS date entry and reporting. The Homeless Services Case Manager is new to HMIS and will need training on the program and how to report the data correctly.				

# F. MATCH REQUIRMENTS

ESG requires a 100% match. The sub recipient must make matching contributions to supplement the ESG program in an amount that equals the amount of ESG funds provided by KHRC. The sub recipient must identify the source of match at the time of applying for ESG.

Matching contributions may be obtained from any source, including any federal source other than the ESG program, as well as state, local, and private sources. However, the following requirements apply to matching contributions from a federal source of funds:

- The sub recipient must ensure the laws governing any funds to be used as matching contributions do not prohibit those funds from being used to match Emergency Solutions Grant (ESG) funds.
- If ESG funds are used to satisfy the matching requirements of another federal program, then funding from that program may not be used to satisfy the matching requirements under this section.

The sub recipient may count as match the value specified in 2 CFR 200.306(d) for any building the recipient or subrecipient donates for long-term use in the recipient's ESG program, provided that depreciation on the building is not counted as match or charged to any Federal award. If a third party donates a building to the recipient or subrecipient, the recipient may count as match either depreciation of the building and fair rental charges for the land for each year the building is used for the recipient's ESG program or, if the building is donated for long-term use in the recipient's ESG program, the fair market value of the capital assets, as specified in 2 CFR 200.306(h)(2), (i), and (j). To qualify as a donation for long-term use, the donation must be evidenced by a recorded deed or use restriction that is effective for at least 10 years after the donation date. If the donated building is renovated with ESG funds, the minimum period of use under §576.102(c) may increase the period for which the building must be used in the recipient's ESG program.

- (d) Eligible types of matching contributions. The matching requirement may be met by one or both of the following:
- (1) Cash contributions. Cash expended for allowable costs, as defined in OMB Circulars A-87 (2 CFR part 225) and A-122 (2 CFR part 230), of the recipient or subrecipient.
- (2) Noncash contributions. The value of any real property, equipment, goods, or services contributed to the recipient's or subrecipient's ESG program, provided that if the recipient or subrecipient had to pay for them with grant funds, the costs would have been allowable. Noncash contributions may also include the purchase value of any donated building.
- (e) Calculating the amount of noncash contributions. (1) To determine the value of any donated material or building, or of any lease, the recipient must use a method reasonably calculated to establish the fair market value.
- (2) Services provided by individuals must be valued at rates consistent with those ordinarily paid for similar work in the recipient's or subrecipient's organization. If the recipient or subrecipient does not have employees performing similar work, the rates must be consistent with those ordinarily paid by other employers for similar work in the same labor market.
- (3) Some noncash contributions are real property, equipment, goods, or services that, if the recipient or subrecipient had to pay for them with grant funds, the payments would have been indirect costs. Matching credit for these contributions must be given only if the recipient or subrecipient has established, along with its regular indirect cost rate, a special rate for allocating to individual projects or programs the value of those contributions.
- (f) Costs paid by program income. Costs paid by program income shall count toward meeting the recipient's matching requirements, provided the costs are eligible ESG costs that supplement the recipient's ESG program.

Match Certification form (att. 5)

# SECTION VI: AGENCY CAPACITY

A. How long has your organization served homeless populations?
■ 10 or more years □ 5-9 years □ Less than 5 years
<b>B</b> . Is your organization an active member of any of the following? Please check those that apply.
<ul> <li>■ Balance of State Continuum of Care:</li> <li>■ Regional/Local Planning Meetings</li> <li>□ State/Local Consolidated Plan Process</li> <li>□ Regional/Local Homeless Committees</li> </ul>
<ol> <li>Please provide documentation of membership to organizations (letter signed by organization chair). (att.</li> <li>6)</li> </ol>
C. How does sub recipient agency staff participate in these meetings/groups? Please describe level of involvement. The City of Pittsburg has representation at every BoS CoC SEK Regional Meeting. The City of Pittsburg plays an active role in the Point of Time count every year. The Housing and Community Development department works as a liaison between the codes enforcement
and building officials of the City's Building Services Department and homeless services.
<b>D.</b> Briefly describe the organization's board of director's fiscal oversight committee. How many members does it have, how often does it meet, and what are its responsibilities? Are there policies and procedures? If so, what entity is responsible for oversight?
The City of Pittsburg is operated by a City Manager, who reports directly to a five member
elected Commission, who meet the second and fourth Tuesday of each month. The finance
department conducts an audit yearly, including an A133.
1. Attach List of Board Members for sub recipient agency (att. 7)

**E.** What type of financial management system does the organization have? Describe the organization's system of checks and balances in its fiscal management. What is the division of responsibilities to ensure good fiscal oversight? Explain who maintains the organization's accounting records and if there is a software system utilized, please be specific as to the type and capabilities of the software or accounting system.

The Finance Director reports to the City Manager, who in turns reports to the Commission. Two signatures are required on all checks, purchasing policies and procedures are in place, and each manager or director within the city is responsible for approving expenditures prior to sending a request to finance. Records are maintained by the staff of the finance dept.

1. Attach a copy of the agency's most recent audit. (att. 9)

2. Attach an Organization Chart of sub recipient agency (att. 8)

2. Attach a completed W-9 Form for Sub recipient. (att. 10)

- F. Does your agency have pending civil or criminal proceedings filed or being processed currently or have been processed over the past three years? If the answer is "yes" an explanation must be provided with official documentation or court record that demonstrates the status of the issue:
  No.
- G. Provide an address and physical description of the shelter and/or service delivery site. Domestic Violence providers provide only physical description: RRH and HP financial are processed through the City of Pittsburg's Housing and Community Development office and the Finance Department, located at 216 N Broadway, Ste G and 201 W. 4th St. respectively, in Pittsburg, Kansas.
- H. Explain how your agency will identify and document homeless status of a client. Per 576.500 Recordkeeping and reporting requirements (b) Homeless Status:
  The City of Pittsburg staff will verify that the Homeless Services Case Manager has identified people who are experiencing homelessness by completing a Kansas Emergency Shelter Grant Program certification of Homelessness form. The homeless client will then do an intake through the MAAC Link as well as a VI-SPDATT.
- I. Are there any current HUD findings against the agency? If yes, please explain: Yes. When reporting to the Voucher Management System (VMS), the agency did not report Unit Months Leased (UML) correctly. The agency is in the process of filling out a Corrective Action Plan due April 30th, 2019. Please see in the attachments for documentation.
- J. Attach a copy of all program rules and policies. (att. 11)
- K. Attach agency termination / grievance policy and procedures Per 576.402 Terminating assistance. (att. 12)

# SECTION VII: PERFORMANCE OUTCOMES

# A. Written Standards for Provision of ESG Assistance

- 1. Standard policies and procedures for evaluating individuals' and families' eligibility for assistance under Emergency Solutions Grant (ESG). The policies and procedures must be consistent with the recordkeeping requirements and definitions of "homeless" and "at-risk of homelessness" in the federal ESG regulations at: 24 CFR 576.2 and 24 CFR 576.500 (b-e).
- 2. Standards for targeting and providing essential services related to street outreach.
- **3.** Policies and procedures for admission, diversion, referral, and discharge by emergency shelters assisted under ESG, including standards regarding length of stay, if any, and safeguards to meet the safety and shelter needs of special populations, (*e.g.*, victims of domestic violence, dating violence, sexual assault, and stalking; and individuals and families who have the highest barriers to housing and are likely to be homeless the longest).
- **4.** Policies and procedures for assessing, prioritizing, and reassessing individuals' and families' needs for essential services related to emergency shelter.
- **5.** Policies and procedures for coordination among emergency shelter providers, essential services providers, homelessness prevention, and rapid re-housing assistance providers; other homeless assistance providers; and mainstream service and housing providers. The required coordination may be done over an area covered by the Continuum of Care or a larger area.
- **6.** Policies and procedures for determining and prioritizing which eligible families and individuals will receive homelessness prevention assistance and which eligible families and individuals will receive rapid re-housing assistance. For homeless prevention, include the risk factors used to determine who would be most in need of this assistance to avoid becoming homeless.
- 7. Standards for determining what percentage or amount (if any) of rent and utilities costs each program participant must pay while receiving homelessness prevention or rapid re-housing assistance. If the assistance will be based on a percentage of the participant's income, specify this percentage, and how income will be calculated.
- **8.** Standards for determining how long a particular program participant will be provided with rental assistance and whether and how the amount of that assistance will be adjusted over time. One-year lease required for project-based assistance. Annual participant evaluations required with rapid re-housing assistance; three-month evaluations required with homeless prevention assistance. Individual assistance cannot exceed 24 months in a three-year period.
- **9.** Standards for determining the type, amount, and duration of housing stabilization and/or relocation services to provide to a program participant, including the limits, if any, on the homelessness prevention or rapid re-housing assistance that each program participant may receive, such as the maximum amount of assistance, maximum number of months the program participant may receive assistance, or the maximum number of times the program participant may receive assistance. Note: ESG regulations limit this assistance to no more than 24 months in a three-year period. Housing stability case management is limited as specified on pp. 75979-80 of the federal regulations.
- **10.** Participation in HMIS. The recipient must ensure that data on all persons served and all activities assisted under ESG are entered into the applicable community-wide HMIS in the area in which those persons and activities are located, or a comparable database, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS.

Please certify you have established applicable Written Standards for ESG.

(Do not attach at this time, agencies will be required Name Quentin Holmes	to submit standards before receiving an award). (att.13)	
Signature	<sub>Date</sub> May 6, 2019	
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# B. ANTICIPATED PROJECT OUTCOMES

The chart below describes two significant outcome(s) for each activity funded by ESG. These outcomes will apply to all projects funded for the 2019 ESG period.

<u>Outcomes</u>: An outcome represents a specific result a program is intended to achieve. An outcome can also be defined as the specific objective of a specific program.

<u>Performance Measurement</u>: Performance measurement is generally defined as regular measurement of outcomes and results, which generates reliable data on the effectiveness and efficiency of programs.

Please certify you understand the performance outcomes and measurements for your ESG activities. (att. 14)

ESG ACTIVITY	EXPECTED OUTCOME	PERFORMANCE MEASUREMENT			
Shelter	75% of clients with more than permanent destinations.	75% of clients with more than 90 days in shelter exit to permanent destinations.			
Shelter	75% of clients with less than 9 destination other than the stree		data quality report (submitted quarterly)		
Street Outreach	50% of clients will access hou PSH)	50% of clients will access housing (ES, TH, SH, PH or PSH)			
Street Outreach	75% of clients will access Esse	Service Summary (submitted quarterly)			
Homeless Prevention	75% of clients will maintain P (6) months.	Agency follow up procedure (submitted quarterly)			
Homeless Prevention	75% of clients will access peri	data quality report (submitted quarterly)			
Rapid Re Housing	75% of clients will maintain P (6) months.	Agency Follow up procedure (submitted quarterly)			
Rapid Re Housing	75% of clients will access permanent housing		data quality report (submitted quarterly)		
1st Quarter 7/01/18 – 9/30/18 Report due 10/20/ 18	2 <sup>nd</sup> Quarter 10/01/18 – 12/31/18 Report due 01/20/19	01/18 - 12/31/18 $01/01/19 - 3/31/19$			

Name Quentin Holmes	<sub>Title</sub> Director of CD & H
Signature	May 6, 2019

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# SECTION IV: ESG APPLICATION (completed by each agency providing ESG services)

# A) SUB RECIPIENT AGENCY

Sub recipient agency is required to be an existing Emergency Shelter, Homeless Services Provider or Other Program that provides services to homeless clients. It is also required to be a Local Government or nonprofit 501 (c) (3).

Ag	ency's Legal Name: <u>First United Methodist Church- Wesley House</u> Federal ID#: <u>48-055909</u>
Str	eet/P.O. Box: 411 E 12th Phone # 620-232-3760
Cit	y: <u>Pittsburg</u> State: <u>Kansas</u> Zip: <u>66762</u> County: <u>Crawford County</u>
Ch	ief Executive Officer: n/a CEO Email:
Ch	ief Financial Officer: n/a CFO Email:
ES	G Contact Person: (name and title): Marcee Binder, Executive Director
Em	ail of ESG Contact Person: wesleyhousepastor@yahoo.com Phone # 620-232-3760 ext. 206
Alt	. ESG Contact Person (required): (Name and Title): Kelly Pulliam, Homeless Case Manager
Em	ail of Alt. ESG Contact Person (required): <a href="mailto:homelesscasemanager@yahoo.com">home # 620-232-3760 ext. 202</a>
B.	AGENCY TYPE:
	Day Shelter Emergency Shelter – 90 days or less Homeless Services Provider (Homeless Prevention or Rapid Re Housing) Street Outreach Other (Provide Description)
Ple	ase identify the <b>primary at risk</b> homeless category the program will serve. Please check the appropriate categories ow:
KKKKKKKKKKK	Chronically homeless Persons or families HIV/AIDS Elderly Veterans Mental Health Youth Domestic Violence Victims Substance abuse Other

1

# 2019 KANSAS EMERGENCY SOLUTIONS GRANT APPLICATION

SECTION I: SUB RECIPIENT APPLICANT INFORMATION (City, County)

Sub Recipient is responsible for the administration of the ESG and coordination of the ESG programs in the geographical jurisdiction.

A. APPLICA	NT INI	ORMATION								
Sub Recipient	Sub Recipient Wesley House									
Authorized Representative		Marcee B	nder			Title	E	xecutive D	Director	
Address	411	1 E 12th			City	Pi	ttsburg			
State	KS	Zip	KS		Federa Numbe	l I.D. er 48-0	0559	9096		
Contact to who application sho		stions about this directed:	Marc	ee	Binde	er				
Telephone	620	-232-3760	ext 20	06	_ Fax	620-2	32	-6602		
E-mail Addres	s _	wesleyhou	sepas	tor	@yah	100.CO	m			
B. TOTAL ES	G REC	UEST (all apply	ing agenc	ies)						
ESG	Agency		Street atreach	S	Shelter	Homele Preventi		Rapid Re-Housing	HMIS	Totals
	ey Hous		-	\$13	2,000.00				\$2,000.00	\$134,000.00
		\$		\$	-	\$	-	\$ -	\$ -	\$ -
		\$				\$		\$		
		\$		\$	-	\$	-	\$ -	\$ -	\$ -
		\$	-	\$	-	\$	-	\$ -	\$ - \$ -	\$ - \$ -
Sub Totals		\$		\$ \$13	2,000.00	\$		\$ -	\$2,000.00	\$134,000.00
C. COUNTIES		SG SERVICES:		14.0						
<sub>1.</sub> Southea	st R	egion of Ka	ansas		4					
2				-	5					
3					6					

Rev. 3/01/19

# Kansas ESG

#### C. PROGRAM PARTNERSHIPS

Please *identify and describe* all partnerships with other agencies related to service delivery to your identified program beneficiaries needs. Agency contact (name of person, email and phone) information must be included. (att. 1)

#### D. PROPOSED PROJECT ACCOMPLISHMENTS

Please list expected program accomplishment(s) if funding is awarded: (Accomplishments must be described in terms of households served, people served, etc.)

#### PROPOSED ACCOMPLISHMENTS:

Total number of households to be served: 45 Total unduplicated individuals to be served: 55

Indicate the number of unduplicated adults to be served: 50 Indicate the number of unduplicated children to be served: 5

Prior ESG (if previous grantee) accomplishments: YES X NO

Total number of households to be served: 54

Total unduplicated individuals to be served: 75

Indicate the number of unduplicated adults to be served: 66 Indicate the number of unduplicated children to be served: 9

- E. Attach 501 (C) 3 status letter (must be IRS letter) (att. 2)
- F. Attach Certificate of Good Standing (must be copy of current certificate from Kansas Secretary of State) (att. 3)
- G. Attach Certification of Local Unit of Government Approval Statement and Signature Form. (att. 4)

Agency Certification: To the best of my knowledge and belief, the data in this agency's portion of this ESG application

are true and correct

Signature

Title

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# SECTION V: ESG ACTIVITY FUNDING

Please provide details on EACH activity your agency will provide if funded. A. Street Outreach

Street Outreach	Amount Requested
Engagement Activities	•
Case Management	
Emergency Health Services	
Emergency Mental Health Services	
Transportation	
TOTAL	

Street Outreach: Please provide a <u>detailed description</u> of your program and service delivery.		
No outreach		
		*
		A.

# **B.** Emergency Shelter

Emergency Shelter		Amount Requested
Essential Services		\$101,500
Renovation Activities		\$5,000
Shelter Operations		\$26,000
Vouchers (Hotel or Motel where ES unavailable)		
	TOTAL	\$132,500

Emergency Shelter: Please provide a detailed description of your program and service delivery

#### Day time Homeless Drop in Shelter:

- From 7/1/18-3/31/19, 77% of our day shelter clients with more than 90 days in shelter exited to permanent destinations.
- From 7/1/18-3/31/19, 23% of our day shelter clients with fewer than 90 days in shelter exited to destination other than homelessness.
- Currently there is a significant deficit of emergency sheltering in Southeast Kansas. 2019 PIT data shows that there are 65 homeless individuals in Southeast Kansas. In 2018, there were 52. Crawford County reported that there were 32 households and 36 individuals. There were 32 households and 43 homeless individuals in 2018.
- Wesley House Day Sheltering will offer clients intensive case management, SBIRT screening, assistance through our Identification Support Program, computers for the purpose of searching for housing, jobs and to stay up to date on emails, free breakfast and lunch, access to showers and laundry facilities, day-to-day storage in lockers, and provide telephone usage.
- Shelter hours are Monday-Friday from 9-4pm. Weekend and holiday food assistance is offered to homeless clients upon request.
- Homeless case manager will be full-time. This is the only type of program like this in the area. This position is a
  year to year contract.

- Homeless coordinator will be part-time. This position is a year-to-year contract.
- Shelter operations will involve utilities, trash, insurance, monthly security system fee, Internet, Norton, Microsoft
   360 subscription and phone.
- In June of 2019, Wesley House ID cards will be part of the day time drop in protocol. They will be issued at the time of intake.
- Monthly HOMEless events take place on the last Thursday of every month. This event features support agencies
  that can assist the clients with a variety of programs, a delicious hot lunch, a free haircut and a Blessing Bag.
- \*Compliant clients are also eligible to receive items such as a tent, blanket and clothing from the Timmons Grant.
- \*Homeless case manager will maintain all files in MAAClink as well as hard copy.

# **Cold Weather Shelter:**

- The cold weather shelter would be open from November 1 to February 28 for roughly 13 hours a night.
- Fourteen homeless people would be housed during cold weather months.
- During operational hours, there would be a full-time cold weather shelter who would work closely with the homeless case manager to provide shelter to the most vulnerable individuals using the VISPADT.
- Homeless clients who are compliant with the day shelter and score higher than a 9 on the VISPADT will be more
  likely to receive a bed during night time shelter service hours.
- Three 30 hour a week Cold Weather Coordinators and five 20 hour a week Shelter Employees would be needed to supply every shift with one Cold Weather Coordinator and one Shelter Employee.
- There is no program like this available in Crawford County.

- Currently 24 homeless people in Southeast Kansas are scoring a 9 or above of the VISPADT making them very
  vulnerable on the street. 37% of the homeless people in our servicing region are classified as vulnerable and
  more likely to die on the streets.
- All staff will be CPR and First Aid certified, Mental Health First Aid certified, Safe Gatherings certified and have deescalation training
- Shelter operations will involve utilities, Internet, Norton, Microsoft 360 subscription and phone.
- Renovation will include upgrading of utility room and appropriate bedding for night time sheltering.

\*Cold Weather Shelter Manager will maintain all files in MAAClink as well as hard copy.

C. Homeless Prevention

Homeless Prevention	Amount Requested		
Rental Assistance (Short-Term / Medium-Term)			
Utility Assistance			
Rental Arrears (1-time payments of up to 6 months)			
Security Deposits (up to 2 months)			
Moving Costs			
Services Costs			

Homeless Prevention: Please provide a <u>detailed description</u> of your program and service delivery								
			M					

# **2019-** Kansas **2020** ESG

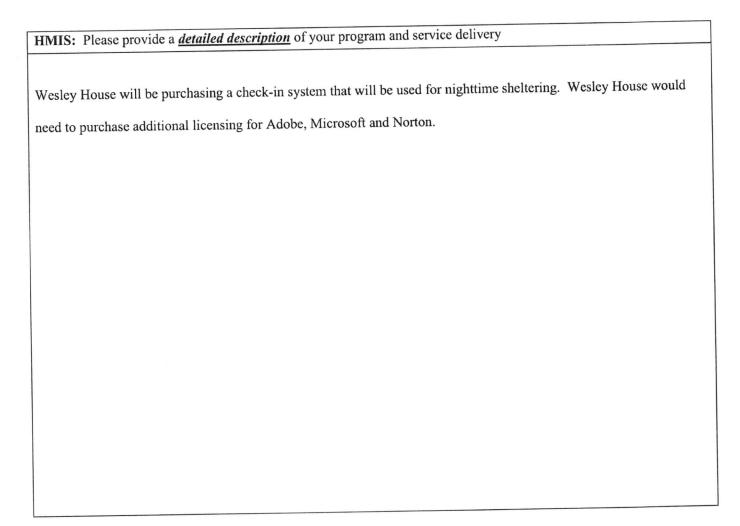
D. Rapid Re-Housing

Rapid Re-Housing	Amount Requested
Rental Assistance (Short-Term / Medium-Term)	
Utility Assistance	
Rental Arrears (1-time payments of up to 6 months)	
Security Deposits (up to 2 months)	
Moving Costs	
Services Costs	

Rapid Re-Housing: Please provide a <u>detailed description</u> of your program and service delivery					
~					
9					

#### E. HMIS

HMIS – up to 1.5% of the total ESG funds requested	Amount Requested
Hardware / Software	\$500
Equipment Costs	\$1500
Data Entry / Analysis	
Data Quality	
Training	
Reporting	
TOTAL	, \$2,000



## 2019- Kansas 2020 ESG

#### F. MATCH REQUIRMENTS

ESG requires a 100% match. The sub recipient must make matching contributions to supplement the ESG program in an amount that equals the amount of ESG funds provided by KHRC. The sub recipient must identify the source of match at the time of applying for ESG.

Matching contributions may be obtained from any source, including any federal source other than the ESG program, as well as state, local, and private sources. However, the following requirements apply to matching contributions from a federal source of funds:

- The sub recipient must ensure the laws governing any funds to be used as matching contributions do not prohibit those funds from being used to match Emergency Solutions Grant (ESG) funds.
- If ESG funds are used to satisfy the matching requirements of another federal program, then funding from that program may not be used to satisfy the matching requirements under this section.

The sub recipient may count as match the value specified in 2 CFR 200.306(d) for any building the recipient or subrecipient donates for long-term use in the recipient's ESG program, provided that depreciation on the building is not counted as match or charged to any Federal award. If a third party donates a building to the recipient or subrecipient, the recipient may count as match either depreciation of the building and fair rental charges for the land for each year the building is used for the recipient's ESG program or, if the building is donated for long-term use in the recipient's ESG program, the fair market value of the capital assets, as specified in 2 CFR 200.306(h)(2), (i), and (j). To qualify as a donation for long-term use, the donation must be evidenced by a recorded deed or use restriction that is effective for at least 10 years after the donation date. If the donated building is renovated with ESG funds, the minimum period of use under §576.102(c) may increase the period for which the building must be used in the recipient's ESG program.

- (d) Eligible types of matching contributions. The matching requirement may be met by one or both of the following:
- (1) Cash contributions. Cash expended for allowable costs, as defined in OMB Circulars A-87 (2 CFR part 225) and A-122 (2 CFR part 230), of the recipient or subrecipient.
- (2) Noncash contributions. The value of any real property, equipment, goods, or services contributed to the recipient's or subrecipient's ESG program, provided that if the recipient or subrecipient had to pay for them with grant funds, the costs would have been allowable. Noncash contributions may also include the purchase value of any donated building.
- (e) Calculating the amount of noncash contributions. (1) To determine the value of any donated material or building, or of any lease, the recipient must use a method reasonably calculated to establish the fair market value.
- (2) Services provided by individuals must be valued at rates consistent with those ordinarily paid for similar work in the recipient's or subrecipient's organization. If the recipient or subrecipient does not have employees performing similar work, the rates must be consistent with those ordinarily paid by other employers for similar work in the same labor market.
- (3) Some noncash contributions are real property, equipment, goods, or services that, if the recipient or subrecipient had to pay for them with grant funds, the payments would have been indirect costs. Matching credit for these contributions must be given only if the recipient or subrecipient has established, along with its regular indirect cost rate, a special rate for allocating to individual projects or programs the value of those contributions.
- (f) Costs paid by program income. Costs paid by program income shall count toward meeting the recipient's matching requirements, provided the costs are eligible ESG costs that supplement the recipient's ESG program.

Match Certification form (att. 5)

## 2019- Kansas 2020 ESG

#### SECTION VI: AGENCY CAPACITY

A.	How lo	ng has your organization served homeless populations?
		<ul><li>✓ 10 or more years</li><li>□ 5-9 years</li><li>□ Less than 5 years</li></ul>
В.	Is your	organization an active member of any of the following? Please check those that apply.
		Balance of State Continuum of Care:  Regional/Local Planning Meetings  State/Local Consolidated Plan Process Regional/Local Homeless Committees
	1.	Please provide documentation of membership to organizations (letter signed by organization chair). (att. 6)
C.	How d	oes sub recipient agency staff participate in these meetings/groups? Please describe level of involvement.
W	esley H	ouse regularly attends the SE Region of BOS COC monthly meetings. Wesley House is an active part of the

**D.** Briefly describe the organization's board of director's fiscal oversight committee. How many members does it have, how often does it meet, and what are its responsibilities? Are there policies and procedures? If so, what entity is responsible for oversight?

Statewide Homeless Coalition. The Homeless Case Manager is the secretary of the SE Region BOS COC.

Wesley House has an 18 person advisory board. We meet the first Wednesday of every month. The board is an advisory committee who acts as a liaison between First UMC, the community and Wesley House. Wesley House has policy and procedures in place.

BOS as the primary facilitator for the yearly PIT count. The Executive Director is the current chair of the Kansas

- 1. Attach List of Board Members for sub recipient agency (att. 7)
- 2. Attach an Organization Chart of sub recipient agency (att. 8)
- E. What type of financial management system does the organization have? Describe the organization's system of checks and balances in its fiscal management. What is the division of responsibilities to ensure good fiscal oversight? Explain who maintains the organization's accounting records and if there is a software system utilized, please be specific as to the type and capabilities of the software or accounting system.

# **2019-** Kansas **ESG**

All of the Wesley House financials are handled by FUMC. All checks, financial statements and agreed upon procedures are processed through the accounting firm of Diehl, Banwart and Bolton. All checks are required to have two signatures. There is a finance committee as well as a church treasurer at FUMC and all financial statements are reviewed by them.

- 1. Attach a copy of the agency's most recent audit. (att. 9)
- 2. Attach a completed W-9 Form for Sub recipient. (att. 10)

## 2019- Kansas 2020 ESG

F. Does your agency have pending civil or criminal proceedings filed or being processed currently or have been processed over the past three years? If the answer is "yes" an explanation must be provided with official documentation or court record that demonstrates the status of the issue:

No

**G**. Provide an address and physical description of the shelter and/or service delivery site. Domestic Violence providers provide only physical description:

411 E 12th

Pittsburg, KS 66762

H. Explain how your agency will identify and document homeless status of a client. Per 576.500 Recordkeeping and reporting requirements (b) Homeless Status:

Wesley House staff and the Emergency Food Intake Specialist will work together to identify those who are homeless.

Those identified will complete the Kansas ESG Program Certification of Homeless Form, an intake packer and be entered into the MAAClink system to be compliant.

I. Are there any current HUD findings against the agency? If yes, please explain:

No

J. Attach a copy of all program rules and policies. (att. 11)

K. Attach agency termination / grievance policy and procedures - Per 576.402 Terminating assistance. (att. 12)

#### SECTION VII: PERFORMANCE OUTCOMES

#### A. Written Standards for Provision of ESG Assistance

- 1. Standard policies and procedures for evaluating individuals' and families' eligibility for assistance under Emergency Solutions Grant (ESG). The policies and procedures must be consistent with the recordkeeping requirements and definitions of "homeless" and "at-risk of homelessness" in the federal ESG regulations at: 24 CFR 576.2 and 24 CFR 576.500 (b-e).
- 2. Standards for targeting and providing essential services related to street outreach.
- 3. Policies and procedures for admission, diversion, referral, and discharge by emergency shelters assisted under ESG, including standards regarding length of stay, if any, and safeguards to meet the safety and shelter needs of special populations, (e.g., victims of domestic violence, dating violence, sexual assault, and stalking; and individuals and families who have the highest barriers to housing and are likely to be homeless the longest).
- 4. Policies and procedures for assessing, prioritizing, and reassessing individuals' and families' needs for essential services related to emergency shelter.
- 5. Policies and procedures for coordination among emergency shelter providers, essential services providers, homelessness prevention, and rapid re-housing assistance providers; other homeless assistance providers; and mainstream service and housing providers. The required coordination may be done over an area covered by the Continuum of Care or a larger area.
- 6. Policies and procedures for determining and prioritizing which eligible families and individuals will receive homelessness prevention assistance and which eligible families and individuals will receive rapid re-housing assistance. For homeless prevention, include the risk factors used to determine who would be most in need of this assistance to avoid becoming homeless.
- 7. Standards for determining what percentage or amount (if any) of rent and utilities costs each program participant must pay while receiving homelessness prevention or rapid re-housing assistance. If the assistance will be based on a percentage of the participant's income, specify this percentage, and how income will be calculated.
- 8. Standards for determining how long a particular program participant will be provided with rental assistance and whether and how the amount of that assistance will be adjusted over time. One-year lease required for project-based assistance. Annual participant evaluations required with rapid re-housing assistance; three-month evaluations required with homeless prevention assistance. Individual assistance cannot exceed 24 months in a three-year period.
- 9. Standards for determining the type, amount, and duration of housing stabilization and/or relocation services to provide to a program participant, including the limits, if any, on the homelessness prevention or rapid re-housing assistance that each program participant may receive, such as the maximum amount of assistance, maximum number of months the program participant may receive assistance, or the maximum number of times the program participant may receive assistance. Note: ESG regulations limit this assistance to no more than 24 months in a three-year period. Housing stability case management is limited as specified on pp. 75979-80 of the federal regulations.
- 10. Participation in HMIS. The recipient must ensure that data on all persons served and all activities assisted under ESG are entered into the applicable community-wide HMIS in the area in which those persons and activities are located, or a comparable database, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS.

Please certify you have established applicable Written Standards for ESG.

(Do not attach at this time, age	encies will be required to submit standards before receiving an award). (att.	13)
Name Marcee Bindery	Title Executive Director	
Signature	Date 4-18-19	
20	Rev.	3/01/19

#### **B. ANTICIPATED PROJECT OUTCOMES**

The chart below describes two significant outcome(s) for each activity funded by ESG. These outcomes will apply to all projects funded for the 2019 ESG period.

Outcomes: An outcome represents a specific result a program is intended to achieve. An outcome can also be defined as the specific objective of a specific program.

<u>Performance Measurement</u>: Performance measurement is generally defined as regular measurement of outcomes and results, which generates reliable data on the effectiveness and efficiency of programs.

Please certify you understand the performance outcomes and measurements for your ESG activities. (att. 14)

ESG ACTIVITY	EXPECTED OUTCOME	EXPECTED OUTCOME		
Shelter	75% of clients with more that permanent destinations.	75% of clients with more than 90 days in shelter exit to permanent destinations.		
Shelter	75% of clients with fewer that to destination other than the s	n 90 days in shelter exit treets.	data quality report (submitted quarterly)	
Street Outreach	50% of clients will access hor PSH)	50% of clients will access housing (ES, TH, SH, PH or PSH)		
Street Outreach	75% of clients will access Ess	75% of clients will access Essential Services		
Homeless Prevention	75% of clients will maintain I (6) months.	75% of clients will maintain Permanent Housing for six (6) months.		
Homeless Prevention	75% of clients will access per	75% of clients will access permanent housing		
Rapid Re Housing	75% of clients will maintain F (6) months.	75% of clients will maintain Permanent Housing for six (6) months.		
Rapid Re Housing		75% of clients will access permanent housing		
1 <sup>st</sup> Quarter 7/01/18 – 9/30/18 Report due 10/20/ 18	2nd Quarter       3rd Quarter         10/01/18 – 12/31/18       01/01/19 – 3/31/19         Report due 01/20/19       Report due 4/20/19		4 <sup>th</sup> Quarter 4/01/19 – 6/30/19 Report due 7/20/19	

Name Marce	e Binder	Title_Executive Director
	Man h	A
Signature	-Waunh	Date <u>4-18-19</u>

# MINIMUM HABITABILITY STANDARDS FOR EMERGENCY SHELTERS: CHECKLIST 2019 ESG: (att. 15)

The Emergency Solutions Grants (ESG) Program Interim Rule establishes different habitability standards for emergency shelters and for permanent housing (the Rapid Re-housing and Homelessness Prevention components).

- Emergency Shelter Standards.
  - Emergency shelters that receive ESG funds for renovation or shelter operations must meet the minimum standards for safety, sanitation, and privacy provided in §576.403(b).
  - In addition, emergency shelters that receive ESG funds for renovation (conversion, major rehabilitation, or other renovation) also must meet state or local government safety and sanitation standards, as applicable.
- Permanent Housing Standards. The recipient or subrecipient cannot use ESG funds to help a program
  participant remain in or move into housing that does not meet the minimum habitability standards under
  §576.403(c). This restriction applies to all activities under the Homelessness Prevention and Rapid Re-housing
  components.

Recipients and subrecipients must document compliance with the applicable standards. Note that these checklists do not cover the requirements to comply with the Lead-Based Paint requirements at §576.403(a). For more discussion about how and when the standards apply, see *ESG Minimum Standards for Emergency Shelters and Permanent Housing*, located at <a href="http://OneCPD.info/esg">http://OneCPD.info/esg</a>.

The checklists below offer an optional format for documenting compliance with the appropriate standards. These are intended to:

- 1. Provide a clear summary of the requirements and an adaptable tool so recipients and subrecipients can formally assess their compliance with HUD requirements, identify and carry out corrective actions, and better prepare for monitoring visits by HUD staff.
- 2. Provide a tool for a recipient to monitor that its subrecipient is in compliance with HUD requirements. Where non-compliance is identified, the ESG recipient can use this information to require or assist the subrecipient to make necessary changes.

Prior to beginning the review, the subrecipient should organize relevant files and documents to help facilitate their review. For instance, this may include local or state inspection reports (fire-safety, food preparation, building/occupancy, etc.), or policy and procedure documents related to emergency shelter facility maintenance or renovations.

Carefully read each statement and indicate the shelter's or unit's status for each requirement (Approved or Deficient). Add any comments and corrective actions needed in the appropriate box. The reviewer should complete the information about the project, and sign and date the form. This template includes space for an "approving official," if the recipient or subrecipient has designated another authority to approve the review. When the assessment is complete, review it with program staff and develop an action plan for addressing any areas requiring corrective action.

### MINIMUM STANDARDS FOR EMERGENCY SHELTERS

**Instructions**: Place a check mark in the correct column to indicate whether the property is approved or deficient with respect to each standard. A copy of this checklist should be placed in the shelter's files.

Approved	Deficient	<b>Standard</b> (24 CFR part 576.403(b))
X		Structure and materials:     a. The shelter building is structurally sound to protect the residents from the elements and not pose any threat to the health and safety of the residents.     b. Any renovation (including major rehabilitation and conversion) carried out with ESG assistance uses Energy Star and Water Sense products and appliances.
X		<ul> <li>2. Access. Where applicable, the shelter is accessible in accordance with:</li> <li>a. Section 504 of the Rehabilitation Act (29 U.S.C. 794) and implementing regulations at 24 CFR part 8;</li> <li>b. The Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 CFR part 100; and</li> <li>a. Title II of the Americans with Disabilities Act (42 U.S.C. 12131 et seq.) and 28 CFR part 35.</li> </ul>
X		3. Space and security: Except where the shelter is intended for day use only, the shelter provides each program participant in the shelter with an acceptable place to sleep and adequate space and security for the measures and their belongings.
X		4. Interior air quality: Each room or space within the shelter has a natural or mechanical means of ventilation. The interior air is free of pollutants at a level that might threaten or harm the health of residents.
X		5 Water Supply: The shelter's water supply is free of contamination.
X		6. Sanitary Facilities: Each program participant in the shelter has access to sanitary facilities that are in proper operating condition, are private, and are adequate for personal cleanliness and the
X		7. <i>Thermal environment</i> : The shelter has any necessary heating/cooling facilities in proper operating condition.
X		<ul> <li>8. Illumination and electricity:</li> <li>a. The shelter has adequate natural or artificial illumination to permit normal indoor activities and support health and safety.</li> <li>b. There are sufficient electrical sources to permit the safe use of electrical appliances in the shelter.</li> </ul>
X		9. Food preparation: Food preparation areas, if any, contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner.
X		10. Sanitary conditions: The shelter is maintained in a sanitary condition.
X		<ul> <li>11. Fire safety:</li> <li>a. There is at least one working smoke detector in each occupied unit of the shelter. Where possible, smoke detectors are located near sleeping areas.</li> <li>b. All public areas of the shelter have at least one working smoke detector.</li> <li>c. The fire alarm system is designed for hearing-impaired residents.</li> <li>d. There is a second means of exiting the building in the event of fire or other emergency.</li> </ul>
N/A		12. If ESG funds were used for renovation or conversion, the shelter meets state or local governmen safety and sanitation standards, as applicable.
N/A		13. Meets additional recipient/subrecipient standards (if any).

2019- Kansas 2020 ESG

#### **CERTIFICATION STATEMENT**

I certify that I have evaluated the property located at the address below to the best of my ability and find the following:  Property meets <u>all</u> of the above standards.  Property does not meet all of the above standards.				
<u>COMMENTS</u> :				
ESG Recipient Name: Kansas Housing Resources Corporation				
ESG Subrecipient Name (if applicable):				
Emergency Shelter Name: Wesley House				
Street Address: 411 E 12th				
City: Pittsburg State: KS Zip: 66762				
Evaluator Signature: Date of review:4-30-19				
Evaluator Name: Marcee Binder				
Approving Official Signature (if applicable): Date:				
Approving Official Name (if applicable):				

#### CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

a. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of an cooperative agreement and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form III "Disclosure Form to Report Lobbying", in accordance with its instructions.

c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

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

**Authorized Signature** 

Mayor, City of Pittsburg

Title

May 6, 2019

Date

#### CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

**Executive Director** 

Title

4-18-19 Date

# 2019- Kansas 2020 ESG

#### STATEMENT REGARDING DISCRIMINATION

discriminate or permit discrimination again physical disability including, but not limit prevents performance of work involved in	the performance of an executed third party contract with the state that it will no nst religious creed, age, marital status, national origin, sex, mental retardation of ited to, blindness, unless it can be shown by the applicant that such disability any manner prohibited by the laws of the United States or of the State of Kansas the Commission on Equal Opportunities with such information requested by the
	as they relate to the provisions of this section.
^,	e in this application are true and correct, to the best of my knowledge and belief.
Authorized Signature	
•	
Mayor, City of Pittsburg	_
Title	
May 6, 2019	
Date	

#### STATEMENT REGARDING DISCRIMINATION

The applicant agrees and warrants that in the performance of an executed third party contract with the state that it will not discriminate or permit discrimination against religious creed, age, marital status, national origin, sex, mental retardation or physical disability including, but not limited to, blindness, unless it can be shown by the applicant that such disability prevents performance of work involved in any manner prohibited by the laws of the United States or of the State of Kansas, and the applicant further agrees to provide the Commission on Equal Opportunities with such information requested by the Commission concerning the employment as they relate to the provisions of this section.

I, Marcee Binder (the duly authorized representative of the applicant) do hereby certify that all the facts, figures and representations made in this application are true and correct, to the best of my knowledge and belief.

**Executive Director** 

Title

4-18-19

Date

# STATEMENT ASSURING COMPLIANCE WITH APPLICABLE ENVIRONMENTAL REGULATIONS

The use of federal funds triggers the requirement of compliance with federal environmental regulations developed by the Department of Housing and Urban Development (HUD). These regulations, contained in 24 CFR Part 50 and Part 58 "Environmental Review Procedures for Recipients Assuming HUD Responsibilities", require compliance with the National Environmental Policy Act (NEPA), as well as several related federal laws, regulations and Executive Orders. In order to ensure compliance with these environmental regulations, the state shall require a complete description of all physical work to be undertaken, including specifications and drawings where applicable. This information is necessary to ensure that all environmental reviews and paperwork can be completed by the state in order to satisfy HUD requirements. No funds will be released, or vouchers paid for physical activities unless environmental clearance has been obtained from HUD. NO construction activities may occur without formal notification from the City that the release of environmental conditions has occurred.

All physical projects must comply, where applicable, with environmental requirements, guidelines and statutory obligations in the following areas, as outlined in 24 CFR Parts 50 and 58, Historic Properties Protection; Flood plain Management and Wetland Protection; Coastal Zone Management Requirements; Sole Source Aquifer Protection; Wildlife, Endangered Species, and Wild and Scenic River Protection; Water Quality Regulations; Air Quality; Solid Waste Management Regulations; Farmland Protection; and other HUD Environmental Standards.

All work plans will be reviewed to ensure compliance with applicable environmental standards. The following sections briefly outline the statutory compliance areas which will affect most physical activities undertaken with CDBG funds.

Historic Properties: All properties to be rehabilitated, renovated, demolished or physically changed in any manner will be reviewed to determine if they are contained on the State of Kansas Historic List. If a structure is contained on the Historic List, rehabilitation or renovation activities must adhere to the National Secretary of the Interior's Standards for Rehabilitation. Any proposed activity which does not adhere to the Secretary of the Interior's Standards must be reviewed by the Kansas State Historic Preservation Office (SHPO) prior to commencement of the activity. All requirements outlined by SHPO and, where necessary, the Advisory Council on Historic Preservation, must be met before funds can be released. These requirements also pertain to demolition activities.

Air Quality/Asbestos Abatement: Prior to any rehabilitation, demolition or heating and ventilation improvement activity, all areas to be disturbed must be inspected for the presence of asbestos containing materials (ACM's). If asbestos is found in areas to be disturbed, all asbestos-containing materials must be completely removed by a NESHAP certified asbestos removal contractor and disposed of in accordance with all local, state and federal laws and requirements prior to the commencement of any construction or demolition work. All records documenting compliance with local, state and federal laws and regulations must be presented to the state prior to the commencement of any construction activity to obtain the release of funds. If the inspection determines that no asbestos is present in the areas to be disturbed, a signed letter stating the date of inspection and the absence of asbestos must be presented to the state.

Lead-Based Paint Abatement: Prior to the rehabilitation of any residential structure or non-dwelling facility commonly used by children under seven years, all applicable surfaces of units constructed prior to 1978 shall be inspected to determine if lead-based paint surfaces exist. If defective lead-based painted surfaces are present, notification and abatement, in accordance with all local, state and federal laws and regulations must occur prior to the release of funds. If no lead-based paint is present, a signed letter, stating the date of inspection, the name of the inspector, and the absence of lead-based paint, must be presented to the state.

# 2019- Kansas 2020 ESG

Other Applicable Statutory Requirements: If a property to be rehabilitated is located within a flood zone, wetland area or coastal zone, the proposed project must be reviewed to ensure consistency with applicable local, state and federal regulations. If the subject property is located in an airport clear zone or within an industrial/commercial area, the project must be reviewed to ensure that any potential site safety hazards are addressed.

To the best of your knowledge: <b>Does the proposed project area contain lead-b</b> Yes × No Unsure	ased paint?
Does the proposed project area contain asbest	os containing materials?
Yes x No Unsure	
As the applicant, the undersigned assures the con	nmitment to compliance with the environmental Regulations outlined by
HUD.	
Authorized Signature	
Mayor, City of Pittsburg	
Title	
May 6, 2019	
Date	

# Kansas **ESG**

Other Applicable Statutory Requirements: If a property to be rehabilitated is located within a flood zone, wetland area or coastal zone, the proposed project must be reviewed to ensure consistency with applicable local, state and federal regulations. If the subject property is located in an airport clear zone or within an industrial/commercial area, the project must be reviewed to ensure that any potential site safety hazards are addressed.

To th	e best of	your	knowled	lge:		
Does	the pro	posed	l project	area contain	lead-based	paint
***************************************	Yes	X	No	Unsure		-

Does the proposed project area contain asbestos containing materials?

Yes X No

As the applicant, the undersigned assures the commitment to compliance with the environmental Regulations outlined by

**Executive Director** 

Title

4-18-19 Date

Sub Recipient Agency:	Sub Recipient Agency DUNS #:				
City of Pittsburg	48-6041003				
Address:	City/State/Zip:				
PO BOX 688	Pittsburg, KS 66762				
Executive Director:	Executive Director Email:	Executive Director Phone:			
Daron Hall	daron.hall@pittks.org	620-231-4100			

#### **MATCH CERTIFICATION:**

- The ESG applicant completing this Match Certification has verified the eligibility of the match item(s) to which this certification relates;
- The ESG applicant has reviewed the Federal Guidelines regarding the match requirement (24 CFR 576.201 and 2 CFR 200.306)
- The ESG applicant has verified that the funds used to Match the ESG Program are not being used to match any other grant;
- The ESG applicant has / will collect valid documentation of Match for which this certification relates; and,
- The ESG applicant Executive Director has reviewed the Match documentation to which this Match Certification relates and has verified that all the representations made in this Match Certification are true and correct.

Requested Activity	Amount Requested	Amount of Match	Match Description
Street Outreach	\$0.00	\$0.00	n/a
Emergency Shelter	\$0.00	\$0.00	n/a
Homeless Prevention	\$30,000.00	\$58,688.40	Staff Salaries
Rapid Re Housing	\$70,000.00	\$32,296.82	In-kind Services
HMIS	\$2,500.00	\$18,425.00	In-kind HQS Inspector Services
Total	\$102,500.00	\$109,410.22	

Signature:	Date: May 6, 2019
Title: Mayor, City of Pittsburg	

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Sub Recipient Agency: First United Methodist Church	Sub Recipient Agency DUNS #:	
Address: 411 E 12 <sup>th</sup>	City/State/Zip: Pittsburg/Kansas/66762	
Executive Director: Marcee Binder	Executive Director Email: wesleyhousepastor@yahoo.com	Executive Director Phone: 620-341-3708
MATCH CERTIFICATION		

#### MATCH CERTIFICATION:

- The ESG applicant completing this Match Certification has verified the eligibility of the match item(s) to which this certification relates;
- The ESG applicant has reviewed the Federal Guidelines regarding the match requirement (24 CFR 576.201 and 2 CFR 200.306)
- The ESG applicant has verified that the funds used to Match the ESG Program are not being used to match any other grant;
- The ESG applicant has / will collect valid documentation of Match for which this certification relates; and,
- The ESG applicant Executive Director has reviewed the Match documentation to which this Match Certification relates and has verified that all the representations made in this Match Certification are true and correct.

Requested Activity	Amount Requested	Amount of Match	Match Description
Street Outreach			
Emergency Shelter	\$132,500	\$129,741	Building, Executive Director and Operations Manager partial salaries, SER workers, in kind volunteer help and food donations
Homeless Prevention			and to de donations
Rapid Re Housing			
HMIS	\$2,000	\$5,100	In kind kitchen volunteer help
Total	\$134,500	\$134,841	

	\$2,000	Ψ3,100	in kind kitchen volunteer neip
Γotal	\$134,500	\$134,841	
Signature:	MM		Date: 4-30-19
Title: Executive Direc	tor		

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# CERTIFICATION OF LOCAL GOVERNMENT APPROVAL FOR NONPROFIT ORGANIZATIONS RECEIVING 2019 EMERGENCY SOLUTIONS GRANT (ESG)

<sub>I,</sub> Patrick O'Bryan, Mayor	(name and title), duly authorized to act on behalf of
City of Pittsburg (name of juri.	sdiction), hereby approve the following emergency solutions
grant activities proposed by Pittsburg and Wesl	ey House (name of nonprofit organization), which are to
be located in Pittsburg, Kansas	_(name(s) of jurisdiction(s)):
By: Signature and Date	
C	
Patrick O'Bryan	
Typed or Written Name of Signatory Local Of	fficial
Mayor	
Title	<del></del>

5/07/2019 2:40 PM A/P HISTORY CHECK REPORT

VENDOR SET: 99 City of Pittsburg, KS BANK: \* ALL BANKS

DATE RANGE: 4/17/2019 THRU 5/07/2019

VENDOR I.D. NAME CHECK UNVOICE AMOUNT DISCOUNT NO STATUS AMOUNT

C-CHECK VOID CHECK V 4/26/2019 184494

PAGE: 1

C-CHECK C-CHECK	VOID CHECK		V V	4/26/2019 4/26/2019		18449 18449	
* * TOTALS * *	NC	)			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	(	)			0.00	0.00	0.00
HAND CHECKS:	0	)			0.00	0.00	0.00
DRAFTS:	C	)			0.00	0.00	0.00
EFT:	C	)			0.00	0.00	0.00
NON CHECKS:	(	)			0.00	0.00	0.00
VOID CHECKS:	2	2 VOID DEBITS		0.00			
		VOID CREDITS		0.00	0.00	0.00	
TOTAL ERRORS: 0							
	NC				INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: *	TOTALS: 2	2			0.00	0.00	0.00
BANK: * TOTALS:	2	2			0.00	0.00	0.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0026	STANDARD INSURANCE COMPANY	D	5/01/2019			000000	1	,248.67
0224	KDOR	D	5/07/2019			000000	7	7,527.41
0321	KP&F	D	4/19/2019			000000	46	5,337.88
0321	KP&F	D	5/03/2019			000000	47	7,100.59
0728	ICMA	D	4/19/2019			000000		660.00
0728	ICMA	D	5/03/2019			000000		660.00
1050	KPERS	D	4/19/2019			000000	42	2,401.99
1050	KPERS	D	5/03/2019			000000	40	,767.20
3079	COMMERCE BANK	D	4/26/2019			000000	65	5,410.56
3570	AMERICAN EXPRESS, INC	D	5/06/2019			000000		195.77
4520	ETS CORPORATION	D	5/02/2019			000000	8	3,119.96
5677	BANK OF AMERICA, INC	D	5/03/2019			000000		658.17
5904	TASC	D	4/19/2019			000000	6	5,489.20
5904	TASC	D	5/03/2019			000000	6	5,482.71
6415	GREAT WEST TANDEM KPERS 457	D	4/19/2019			000000	4	1,363.83
6415	GREAT WEST TANDEM KPERS 457	D	5/03/2019			000000	4	1,363.83
6952	ADP INC	D	4/19/2019			000000	7	7,038.95
7290	DELTA DENTAL OF KANSAS INC	D	4/19/2019			000000	1	,954.40
7290	DELTA DENTAL OF KANSAS INC	D	4/26/2019			000000	3	3,105.60
7290	DELTA DENTAL OF KANSAS INC	D	5/03/2019			000000	4	1,074.20
7877	CORESOURCE	D	4/18/2019			000000	35	5,246.69
7877	CORESOURCE	D	4/25/2019			000000	10	,554.90

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7877	CORESOURCE	D	5/02/2019			000000	37	7,424.22
8051	AFLAC GROUP INSURANCE	D	4/19/2019			000000	3	3,245.72
0046	ETTINGERS OFFICE SUPPLY	E	4/22/2019			004258		289.82
0101	BUG-A-WAY INC	E	4/22/2019			004259		60.00
0117	THE MORNING SUN	E	4/22/2019			004260		157.73
0128	VIA CHRISTI HOSPITAL	E	4/22/2019			004261		536.00
0135	PITTSBURG AREA CHAMBER OF COMM	E	4/22/2019			004262		320.00
0181	INGRAM	E	4/22/2019			004263		24.56
0207	PEPSI-COLA BOTTLING CO OF PITT	E	4/22/2019			004264		78.15
0276	JOE SMITH COMPANY, INC.	E	4/22/2019			004265		183.81
0289	TITLEIST	E	4/22/2019			004266		677.64
0335	CUSTOM AWARDS, LLC	E	4/22/2019			004267		39.98
0438	SEWERS, DRAINS & MORE	E	4/22/2019			004268		65.00
0551	CRAMER COMPUTER SUPPLIES, INC	E	4/22/2019			004269		169.29
0577	KANSAS GAS SERVICE	E	4/22/2019			004270		11.45
0607	QUALITY FLOOR COVERING	E	4/22/2019			004271		330.00
0746	CDL ELECTRIC COMPANY INC	E	4/22/2019			004272		75.00
0806	JOHN L CUSSIMANIO	E	4/22/2019			004273		255.00
0823	TOUCHTON ELECTRIC INC	E	4/22/2019			004274		989.46
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	4/22/2019			004275	1	1,164.82
2161	RECORDED BOOKS, LLC	E	4/22/2019			004276		178.95
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	4/22/2019			004277	2	2,238.85

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO		CHECK AMOUNT
2678	MID AMERICA ROOFING,	E	4/22/2019			004278		100.00
4307	HENRY KRAFT, INC.	E	4/22/2019			004279		500.12
4452	RYAN INSURANCE, LLC	E	4/22/2019			004280	365	,261.15
5506	MICHAEL E BROWN	E	4/22/2019			004281		210.00
5591	GILMORE PLUMBING & HEATING	E	4/22/2019			004282		240.72
5855	SHRED-IT US JV LLC	E	4/22/2019			004283		96.90
6175	HENRY C MENGHINI	E	4/22/2019			004284		240.00
6528	GALE GROUP/CENGAGE	E	4/22/2019			004285		71.97
6595	AMAZON.COM, INC	E	4/22/2019			004286	15	,578.83
7038	SIGNET COFFEE ROASTERS	E	4/22/2019			004287		45.00
7049	ED ROEHR AUTO RADIO, INC	E	4/22/2019			004288		878.00
7284	TRANSYSTEMS CORPORATION	E	4/22/2019			004289	1	,034.00
7367	HECK AND WICKER, INC	E	4/22/2019			004290	106	,768.53
7423	SARAH CHENOWETH	E	4/22/2019			004291		267.05
7841	AD-WEAR & SPECIALTY OF TEXAS I	E	4/22/2019			004292		170.80
7930	SANDERSON PIPE CORPORATION	E	4/22/2019			004293	7	,735.40
7932	JEFFERY A SIMPSON	E	4/22/2019			004294		100.00
8077	NATIONAL STORMWATER CENTER, LL	E	4/22/2019			004295	1	,498.00
5340	COMMERCE BANK TRUST	E	4/29/2019			004296	22	,307.62
0046	ETTINGERS OFFICE SUPPLY	E	4/29/2019			004297		748.69
0054	JOPLIN SUPPLY COMPANY	E	4/29/2019			004298	5	,974.96
0055	JOHN'S SPORT CENTER, INC.	E	4/29/2019			004299		360.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0068	BROOKS PLUMBING LLC	E	4/29/2019			004300		2,093.52
0087	FORMS ONE, LLC	E	4/29/2019			004301		70.40
0105	PITTSBURG AUTOMOTIVE INC	E	4/29/2019			004302		1,545.77
0133	JIM RADELL CONSTRUCTION INC	E	4/29/2019			004303		6,640.00
0142	HECKERT CONSTRUCTION CO INC	E	4/29/2019			004304		956.25
0181	INGRAM	E	4/29/2019			004305		36.60
0272	BO'S 1 STOP INC	E	4/29/2019			004306		259.20
0294	COPY PRODUCTS, INC.	E	4/29/2019			004307		1,968.74
0300	PITTSBURG FORD-MERCURY, INC.	E	4/29/2019			004308		110.96
0335	CUSTOM AWARDS, LLC	E	4/29/2019			004309		115.17
0363	FISHER SCIENTIFIC CO, LLC	E	4/29/2019			004310		217.90
0364	CRAWFORD COUNTY SHERIFF'S DEPA	E	4/29/2019			004311		5,562.79
0409	WISEMAN'S DISCOUNT TIRE INC	E	4/29/2019			004312		214.85
0516	AMERICAN CONCRETE CO INC	E	4/29/2019			004313		1,386.59
0526	KDHE	E	4/29/2019			004314		20.00
0589	BERRY TRACTOR & EQUIPMENT	E	4/29/2019			004315		269.73
0746	CDL ELECTRIC COMPANY INC	E	4/29/2019			004316		2,994.11
0753	COUNTY OF CRAWFORD	E	4/29/2019			004317		150.00
0786	RICHARD RHUEMS	E	4/29/2019			004318		238.00
0823	TOUCHTON ELECTRIC INC	E	4/29/2019			004319		20.00
0844	HY-FLO EQUIPMENT CO	E	4/29/2019			004320		16.56
0866	AVFUEL CORPORATION	E	4/29/2019			004321	2	0,741.78

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0961	KANSAS JUDICIAL COUNCIL	E	4/29/2019			004322		45.00
1097	BARCO MUNICIPAL PRODUCTS INC	E	4/29/2019			004323		420.98
1238	SEWARD ELECTRIC, INC.	E	4/29/2019			004324	1	1,522.66
1478	KANSASLAND TIRE OF PITTSBURG	E	4/29/2019			004325		577.30
2025	SOUTHERN UNIFORM & EQUIPMENT I	E	4/29/2019			004326	1	1,096.43
2161	RECORDED BOOKS, LLC	E	4/29/2019			004327		42.94
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	4/29/2019			004328		750.00
2825	STATE OF KANSAS	E	4/29/2019			004329		453.90
2960	PACE ANALYTICAL SERVICES INC	E	4/29/2019			004330	2	2,603.00
3571	LARRY'S DIESEL REPAIR LLC	E	4/29/2019			004331		383.82
3802	BRENNTAG MID-SOUTH INC	E	4/29/2019			004332	2	2,259.00
4390	SPRINGFIELD JANITOR SUPPLY, IN	I E	4/29/2019			004333		221.90
4452	RYAN INSURANCE, LLC	E	4/29/2019			004334		300.00
4603	KANSAS GOLF AND TURF INC	E	4/29/2019			004335		177.08
4766	ACCURATE ENVIRONMENTAL	E	4/29/2019			004336		718.55
5552	NATIONAL SIGN CO INC	E	4/29/2019			004337		169.00
5770	KANSAS CITY FREIGHTLINER SALES	S E	4/29/2019			004338		383.79
5862	HEATHER HORTON	E	4/29/2019			004339	1	1,166.40
6203	THE SOUTHWEST PAPER CO INC	E	4/29/2019			004340		198.51
6508	JOHN H BAILEY	E	4/29/2019			004341		156.35
6528	GALE GROUP/CENGAGE	E	4/29/2019			004342		145.53
6875	DARON HALL	E	4/29/2019			004343		11.78

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7028	MATTHEW L. FRYE	E	4/29/2019			004344		400.00
7167	MAILFINANCE, INC	E	4/29/2019			004345		345.93
7275	MIZE HOUSER & COMPANY	E	4/29/2019			004346	34	1,500.00
7620	POMP'S TIRE SERVICE INC	E	4/29/2019			004347	1	,293.70
8050	ELITE K9 INC	E	4/29/2019			004348	3	3,069.90
8079	GWG JOPLIN, LLC	E	4/29/2019			004349		40.00
0044	CRESTWOOD COUNTRY CLUB	E	5/06/2019			004458		629.41
0046	ETTINGERS OFFICE SUPPLY	E	5/06/2019			004459	2	2,761.57
0055	JOHN'S SPORT CENTER, INC.	E	5/06/2019			004460	1	1,054.00
0062	LINDSEY SOFTWARE SYSTEMS, INC.	E	5/06/2019			004461		961.00
0073	K P & P INC	E	5/06/2019			004462		260.00
0084	INTERSTATE EXTERMINATOR, INC.	E	5/06/2019			004463		430.00
0087	FORMS ONE, LLC	E	5/06/2019			004464		406.76
0105	PITTSBURG AUTOMOTIVE INC	E	5/06/2019			004465		289.27
0112	MARRONES INC	E	5/06/2019			004466		98.23
0117	THE MORNING SUN	E	5/06/2019			004467		23.56
0135	PITTSBURG AREA CHAMBER OF COMM	I E	5/06/2019			004468		526.02
0142	HECKERT CONSTRUCTION CO INC	E	5/06/2019			004469	6	5,013.05
0203	GADES SALES CO INC	E	5/06/2019			004470	3	3,000.00
0207	PEPSI-COLA BOTTLING CO OF PITT	E	5/06/2019			004471		24.90
0345	VICTOR L PHILLIPS CO	E	5/06/2019			004472	1	,360.14
0409	WISEMAN'S DISCOUNT TIRE INC	E	5/06/2019			004473		89.95

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0534	TYLER TECHNOLOGIES INC	E	5/06/2019			004474		390.00
0806	JOHN L CUSSIMANIO	E	5/06/2019			004475		255.00
0823	TOUCHTON ELECTRIC INC	E	5/06/2019			004476		177.50
1478	KANSASLAND TIRE OF PITTSBURG	E	5/06/2019			004477		413.31
1792	B&L WATERWORKS SUPPLY, LLC	E	5/06/2019			004478	3	3,430.88
2025	SOUTHERN UNIFORM & EQUIPMENT I	E	5/06/2019			004479		17.99
2707	THE LAWNSCAPE COMPANY, INC.	E	5/06/2019			004480	1	,260.50
2767	BRENNTAG SOUTHWEST, INC	E	5/06/2019			004481	6	5,981.60
3192	MUNICIPAL CODE CORP	E	5/06/2019			004482		968.00
4059	PSU - PRINTING & DESIGN SERVI	E	5/06/2019			004483		204.43
4307	HENRY KRAFT, INC.	E	5/06/2019			004484		189.25
4572	KANSAS RURAL WATER ASSOCIATION	E	5/06/2019			004485		615.00
5396	MIDWEST REGIONAL BALLET, LLC	E	5/06/2019			004486	7	7,119.50
6630	PATRICK WALKER	E	5/06/2019			004487		140.00
6851	SCHULTE SUPPLY INC	E	5/06/2019			004488	2	2,024.82
7087	PITTSBURG STATE UNIVERSITY FOU	E	5/06/2019			004489	175	5,000.00
7100	FIRST UNITED METHODIST CHURCH	E	5/06/2019			004490	27	7,011.84
7213	TIMOTHY HENDERSON	E	5/06/2019			004491	1	1,115.00
7283	CORESOURCE, INC	E	5/06/2019			004492	46	5,623.16
7407	LIMELIGHT MARKETING LLC	E	5/06/2019			004493	2	2,891.00
7559	MEGAN LYNN MUNGER	E	5/06/2019			004494		312.00
7572	OZARK MOUNTAIN ENERGY, INC	E	5/06/2019			004495	19	779.19

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7615	MARY JO HARPER	E	5/06/2019			004496		693.00
7620	POMP'S TIRE SERVICE INC	E	5/06/2019			004497	3	3,305.00
7705	JOANNA L DERFELT	E	5/06/2019			004498	1	1,000.00
7852	TRIA HEALTH, LLC	E	5/06/2019			004499	1	1,475.32
7959	ALL ABOARD FOUNDATION	E	5/06/2019			004500	2	2,448.34
0650	HOME CENTER CONSTRUCTION	E	5/07/2019			004501	79	9,012.13
4452	RYAN INSURANCE, LLC	R	4/17/2019			184437		150.00
1	1230CP	R	4/19/2019			184438		750.00
8069	JAMES CLARK	R	4/19/2019			184439		29.70
6865	MICHAEL S COLE	R	4/19/2019			184440		175.00
0748	CONRAD FIRE EQUIPMENT INC	R	4/19/2019			184441		69.79
4263	COX COMMUNICATIONS KANSAS LLC	R	4/19/2019			184442		83.28
4263	COX COMMUNICATIONS KANSAS LLC	R	4/19/2019			184443		97.08
4263	COX COMMUNICATIONS KANSAS LLC	R	4/19/2019			184444		25.21
8074	DEHN DAVENPORT	R	4/19/2019			184445		80.00
8076	JONATHAN D DELANGE	R	4/19/2019			184446		324.00
8073	JOAN L HOBBS	R	4/19/2019			184447		60.00
8072	MIKE KNAUP	R	4/19/2019			184448		175.00
7945	LUCKY-BUT LAWN CARE, LLC	R	4/19/2019			184449		40.00
8075	JOHN GARY MADISON	R	4/19/2019			184450		60.00
0175	REGISTER OF DEEDS	R	4/19/2019			184451		140.00
0175	REGISTER OF DEEDS	R	4/19/2019			184452		140.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0175	REGISTER OF DEEDS	R	4/19/2019			184453		21.00
0175	REGISTER OF DEEDS	R	4/19/2019			184454		21.00
8071	DENNIS ROY	R	4/19/2019			184455		60.00
8067	HAROLD LEROY SMITH	R	4/19/2019			184456		835.00
7882	PATRICK JAMES SARWINSKI	R	4/19/2019			184457		105.00
7270	SECURITY 1ST TITLE, LLC	R	4/19/2019			184458		240.00
6377	SOUTHEAST KANSAS RECYCLING CEN	R	4/19/2019			184459		682.00
7892	KIRSTEN STEINLE	R	4/19/2019			184460		210.00
7881	LOGAN VANBECELAERE	R	4/19/2019			184461		210.00
7607	VGM CLUB	R	4/19/2019			184462		500.00
1108	WESTAR ENERGY	R	4/19/2019			184463	2	,742.55
5371	PITTSBURG FAMILY YMCA	R	4/19/2019			184464		392.50
1	JOHNSON, CURTIS	R	4/24/2019			184465		335.72
2004	AIRE-MASTER OF AMERICA, INC.	R	4/26/2019			184466		17.22
1222	ALL SEASONS CARPET, LLC	R	4/26/2019			184467		89.00
6126	AMERICAN LAW ENFORCEMENT RADAR	. R	4/26/2019			184468		440.00
5561	AT&T MOBILITY	R	4/26/2019			184469		131.20
8043	BRITTAN BRENNER	R	4/26/2019			184470		153.69
1369	CITY ATTORNEYS ASSOCIATION OF	R	4/26/2019			184471		65.00
5283	CLASS LTD	R	4/26/2019			184472		17.70
0375	WICHITA WATER CONDITIONING, IN	R	4/26/2019			184473		18.00
1	CUSTOM UPHOLSTERY & DRAPERIES	R	4/26/2019			184474		50.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7443	DALTON'S BACK 9 BAR & GRILL, L	R	4/26/2019			184475		695.75
1	DE LUNA, VANESSA	R	4/26/2019			184476		37.50
7682	ISHMAEL ELKAMIL	R	4/26/2019			184477		105.00
6358	FIRE X INC	R	4/26/2019			184478		26.00
7651	K & D'S LIQUORS, LLC	R	4/26/2019			184479		221.34
8075	JOHN GARY MADISON	R	4/26/2019			184480		60.00
7804	MARTIN PROFESSIONAL, LLC	R	4/26/2019			184481		350.00
5159	MOTION INDUSTRIES INC	R	4/26/2019			184482		255.10
7151	TOTALFUNDS	R	4/26/2019			184483	1	,000.00
1991	OFFICE OF STATE FIRE MARSHAL	R	4/26/2019			184484		30.00
7802	CHRISTOPHER L PATTERSON	R	4/26/2019			184485		271.96
5911	PB HOIDALE CO INC	R	4/26/2019			184486		385.80
7480	RODGER PETRAIT	R	4/26/2019			184487		200.00
0175	REGISTER OF DEEDS	R	4/26/2019			184488		21.00
0175	REGISTER OF DEEDS	R	4/26/2019			184489		21.00
0175	REGISTER OF DEEDS	R	4/26/2019			184490		17.00
8022	SOUTHWEST COMMUNICATIONS SYSTE	R	4/26/2019			184491	1	,730.00
4839	VB ENTERPRISES, INC	R	4/26/2019			184492	1	,870.00
2350	WASTE CORPORATION OF MISSOURI	R	4/26/2019			184493	1	,028.29
3516	CITY OF PITTSBURG	R	4/29/2019			184498		200.00
6154	4 STATE MAINTENANCE SUPPLY INC	R	5/03/2019			184509		221.30
1	COUNTRYSIDE CHRISTIAN CHURCH	R	5/03/2019			184510		40.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	CHECK DISCOUNT NO	CHECK CHECK STATUS AMOUNT
4263	COX COMMUNICATIONS KANSAS LLC	R	5/03/2019		184511	39.91
7935	CANDACE BREWSTER GAYOSO	R	5/03/2019		184512	1,000.00
5533	GN-BANK	R	5/03/2019		184513	30,870.42
8061	HORSE CREEK CATTLE LLC	R	5/03/2019		184514	10,277.60
1900	ICMA	R	5/03/2019		184515	1,298.00
1	KANSAS TURNPIKE AUTHORITY	R	5/03/2019		184516	19.88
0226	KDOR LIQUOR TAX	R	5/03/2019		184517	119.82
8082	KASEY MCCOY KING	R	5/03/2019		184518	800.00
7030	PRAETORIAN GROUP, INC	R	5/03/2019		184519	3,175.00
8067	HAROLD LEROY SMITH	R	5/03/2019		184520	875.00
1	STEVE WATKINS OFFICE SUPPLY	R	5/03/2019		184521	124.75
6836	DOE SUSNIK	R	5/03/2019		184522	1.25
7881	LOGAN VANBECELAERE	R	5/03/2019		184523	40.00
5589	VERIZON WIRELESS SERVICES, LLC	R	5/03/2019		184524	228.41
1108	WESTAR ENERGY	R	5/03/2019		184525	74.43
6832	WICHITA STATE UNIVERSITY	R	5/03/2019		184526	475.00
5371	PITTSBURG FAMILY YMCA	R	5/03/2019		184527	392.50
* * T O T A L S * *  REGULAR CHECKS:  HAND CHECKS:  DRAFTS:  EFT:  NON CHECKS:	NO 77 0 24 136 0			INVOICE AMOUNT 68,334.65 0.00 385,432.45 1,039,897.24 0.00	DISCOUNTS 0.00 0.00 0.00 0.00 0.00	CHECK AMOUNT 68,334.65 0.00 385,432.45 1,039,897.24 0.00
VOID CHECKS:	0 VOID DEBITS VOID CREDIT		0.00	0.00	0.00	
TOTAL ERRORS: 0						
VENDOR SET: 99 BANK: 801	NO 237			INVOICE AMOUNT 1,493,664.34	DISCOUNTS 0.00	CHECK AMOUNT 1,493,664.34
BANK: 80144 TOTALS:	237			1,493,664.34	0.00	1,493,664.34

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7581	REX LINVILLE	E	5/03/2019			004350		205.00
7717	LAWRENCE E GIGER	E	5/03/2019			004351		573.00
7837	MARJI RENTALS, LLC	E	5/03/2019			004352		294.00
0372	CONNER REALTY	E	5/03/2019			004353		550.00
0855	CHARLES HOSMAN	E	5/03/2019			004354		20.00
1008	BENJAMIN M BEASLEY	E	5/03/2019			004355	1	,619.00
1231	JOHN LOVELL	E	5/03/2019			004356		532.00
1609	PHIL O'MALLEY	E	5/03/2019			004357	4	1,476.00
1982	KENNETH N STOTTS, SR	E	5/03/2019			004358		358.00
2304	DENNIS HELMS	E	5/03/2019			004359		625.00
2542	YOST PROPERTIES	E	5/03/2019			004360		403.00
2624	ESTATE OF JAMES ZIMMERMAN	E	5/03/2019			004361		316.00
2913	KENNETH N STOTTS JR	E	5/03/2019			004362		283.00
3067	STEVE BITNER	E	5/03/2019			004363	3	3,057.00
3082	JOHN R JONES	E	5/03/2019			004364		334.00
3114	PATRICIA BURLESON	E	5/03/2019			004365	1	,101.00
3142	COMMUNITY MENTAL HEALTH CENTER	. E	5/03/2019			004366		574.00
3162	THOMAS A YOAKAM	E	5/03/2019			004367		175.00
3218	CHERYL L BROOKS	E	5/03/2019			004368		612.00
3272	DUNCAN HOUSING LLC	E	5/03/2019			004369	4	1,668.00
3273	RICHARD F THENIKL	E	5/03/2019			004370	1	,007.00
3294	JOHN R SMITH	E	5/03/2019			004371		665.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3668	MID AMERICA PROPERTIES OF PITT	E	5/03/2019			004372		3,006.00
3724	YVONNE L. ZORNES	E	5/03/2019			004373		249.00
3746	JAROLD BONBRAKE	E	5/03/2019			004374		295.00
3946	THOMAS E SPURGEON	E	5/03/2019			004375		547.00
4054	MICHAEL A SMITH	E	5/03/2019			004376		1,413.00
4218	MEADOWLARK TOWNHOUSES	E	5/03/2019			004377	:	2,423.00
4492	PITTSBURG SENIORS	E	5/03/2019			004378		3,834.00
4786	JENNIFER STANLEY	E	5/03/2019			004379		418.00
5039	VANETA MATHIS	E	5/03/2019			004380		269.00
5393	CARLOS ANGELES - HAP	E	5/03/2019			004381	:	2,252.00
5549	DELBERT BAIR	E	5/03/2019			004382		289.00
5653	PEGGY HUNT	E	5/03/2019			004383		103.00
5656	EARL HARTMAN	E	5/03/2019			004384		631.00
5658	DEANNA J HIGGINS	E	5/03/2019			004385		166.00
5676	BARBARA TODD	E	5/03/2019			004386		51.00
5796	JOHN A ESLICK	E	5/03/2019			004387		600.00
5834	DENNIS TROUT	E	5/03/2019			004388		204.00
5896	HORIZON INVESTMENTS GROUP INC	E	5/03/2019			004389		337.00
5906	JOHN HINRICHS	E	5/03/2019			004390		279.00
5957	PASTEUR PROPERTIES LLC	E	5/03/2019			004391		6,276.00
5961	LARRY VANBECELAERE	E	5/03/2019			004392		113.00
6002	SALLY MELLNICK	E	5/03/2019			004393		303.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6090	RANDAL BENNEFELD	E	5/03/2019			004394		280.00
6130	T & K RENTALS LLC	E	5/03/2019			004395		427.00
6161	MICHAEL J STOTTS	E	5/03/2019			004396		167.00
6172	ANDREW ALEX WACHTER	E	5/03/2019			004397		293.00
6269	EDWARD SWOR	E	5/03/2019			004398	1	1,330.00
6295	DAVID L PETERSON	E	5/03/2019			004399	1	1,612.00
6298	KEVAN L SCHUPBACH	E	5/03/2019			004400	g	9,525.00
6306	BALKANS DEVELOPMENT LLC	E	5/03/2019			004401		403.00
6322	R JAMES BISHOP	E	5/03/2019			004402		306.00
6394	KEVIN HALL	E	5/03/2019			004403	1	1,811.00
6441	HEATHER D MASON	E	5/03/2019			004404		289.00
6464	PRO X PROPERTY SOLUTIONS, LLC	E	5/03/2019			004405	4	4,203.00
6657	OZARKS AREA COMMUNITY ACTION C	E	5/03/2019			004406		658.49
6673	JUDITH A COLLINS	E	5/03/2019			004407		224.00
6694	DELBERT BAIR	E	5/03/2019			004408		491.00
6708	CHARLES MERTZ	E	5/03/2019			004409		68.00
6886	DELBERT BAIR	E	5/03/2019			004410		473.00
6916	STILWELL HERITAGE & EDUCATIONA	E	5/03/2019			004411	3	3,198.00
6953	CARL ULEPICH	E	5/03/2019			004412		346.00
7027	CALVIN L THOMAS	E	5/03/2019			004413		67.00
7083	PITTSBURG HEIGHTS, LP	E	5/03/2019			004414	ŗ	5,762.00
7112	RANDY VILELA	E	5/03/2019			004415		793.00

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VENDOR SET: 99 City of Pittsburg, KS

BANK: HAP BMO HARRIS BANK-HAP

DATE RANGE: 4/17/2019 THRU 5/07/2019

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7220	TIMOTHY ADAM	E	5/03/2019			004416		234.00
7222	MICHAEL WILBER	E	5/03/2019			004417		241.00
7294	AMMP PROPERTIES, LLC	E	5/03/2019			004418		789.00
7312	JASON HARRIS	E	5/03/2019			004419		466.00
7326	RANDY ALLEE	E	5/03/2019			004420		294.00
7344	TERRY O BARTLOW	E	5/03/2019			004421		307.00
7413	JERRY STANDLEE	E	5/03/2019			004422		301.00
7431	R&R RENTALS OF PITTSBURG LLC	E	5/03/2019			004423		550.00
7524	SOUTHEAST KANSAS COMMUNITY ACT	E	5/03/2019			004424		260.00
7554	TRAVIS R RIDGWAY	E	5/03/2019			004425		290.00
7587	DAVID RUA	E	5/03/2019			004426		485.00
7612	ENDICOTT RENTALS, LLC	E	5/03/2019			004427		735.00
7645	SEWARD RENTALS, LLC	E	5/03/2019			004428		322.00
7654	A & R RENTALS, LLC	E	5/03/2019			004429	2	2,245.00
7668	JOHN BEST	E	5/03/2019			004430		649.00
7669	CHARLES GILMORE	E	5/03/2019			004431		518.00
7741	SUSAN E ADAMS	E	5/03/2019			004432		206.00
7781	TAWIL PROPERTIES, LLC	E	5/03/2019			004433		203.00
7861	CLARENCE M TRENT 2017 FAMILY T	E	5/03/2019			004434		227.00
7864	CB HOMES LLC	E	5/03/2019			004435	=	1,095.00
7866	JAMES MICHAEL HORTON	E	5/03/2019			004436		513.00
7913	DANIEL CANADY	E	5/03/2019			004437		40.00

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VENDOR SET: 99 City of Pittsburg, KS
BANK: HAP BMO HARRIS BANK-HAP
DATE RANGE: 4/17/2019 THRU 5/07/2019

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BANK: HAP TOTALS:

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	CHECK DISCOUNT NO	CHECK CHECK STATUS AMOUNT
7915	DENNY L GRISSOM	E	5/03/2019		004438	800.00
7918	CITY OF LEAVENWORTH	E	5/03/2019		004439	658.34
7934	DIANA L OERTLE	E	5/03/2019		004440	307.00
7936	PITTSBURG HIGHLANDS LP	E	5/03/2019		004441	1,183.00
7996	ERIC SCHIEFELBEIN	E	5/03/2019		004442	238.00
8005	REMINGTON SQUARE APARTMENTS OF	E	5/03/2019		004443	5,126.00
8080	SUNNYVALE INVESTMENT PROPERTIE	E E	5/03/2019		004444	527.00
7955	CBA BUSINESS SOLUTIONS LLC	R	5/02/2019		184499	918.00
6585	CLASS HOMES 1 LLC	R	5/02/2019		184500	152.00
7616	STEVE KUPLEN	R	5/02/2019		184501	797.00
1601	GRAIG MOORE	R	5/02/2019		184502	633.00
1800	DAN RODABAUGH	R	5/02/2019		184503	802.00
6451	NAZAR SAMAN	R	5/02/2019		184504	851.00
0472	LARRY SPRESSER, LLC	R	5/02/2019		184505	740.00
4897	JOHN VINARDI	R	5/02/2019		184506	318.00
4636	WESTAR ENERGY, INC. (HAP)	R	5/02/2019		184507	1,198.00
* * T O T A L S * *  REGULAR CHECKS:  HAND CHECKS:  DRAFTS:  EFT:  NON CHECKS:	NO 9 0 0 95 0			INVOICE AMOUNT 6,409.00 0.00 0.00 99,040.83 0.00	DISCOUNTS 0.00 0.00 0.00 0.00 0.00	CHECK AMOUNT 6,409.00 0.00 0.00 99,040.83 0.00
VOID CHECKS:  TOTAL ERRORS: 0	0 VOID DEBITS VOID CREDIT		0.00	0.00	0.00	
VENDOR SET: 99 BANK: HAP	NO TOTALS: 104			INVOICE AMOUNT 105,449.83	DISCOUNTS 0.00	CHECK AMOUNT 105,449.83

104

105,449.83 0.00 105,449.83

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VENDOR SET: 99 City of Pittsburg, KS

BANK: TBRA BMO HARRIS BANK-TBRA

DATE RANGE: 4/17/2019 THRU 5/07/2019

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	CHECK DISCOUNT NO	CHECK CHECK STATUS AMOUNT
1231	JOHN LOVELL	E	5/03/2019		004445	375.00
1609	PHIL O'MALLEY	E	5/03/2019		004446	450.00
1874	HIGHLAND MEADOWS OF KS	E	5/03/2019		004447	490.00
2542	YOST PROPERTIES	E	5/03/2019		004448	425.00
3668	MID AMERICA PROPERTIES OF PITT	E	5/03/2019		004449	975.00
4013	KNIGHTS OF COLUMBUS TOWERS	E	5/03/2019		004450	227.00
4218	MEADOWLARK TOWNHOUSES	E	5/03/2019		004451	650.00
5534	SYCAMORE VILLAGE APARTMENTS	E	5/03/2019		004452	521.00
5885	CHARLES T GRAVER	E	5/03/2019		004453	500.00
6298	KEVAN L SCHUPBACH	E	5/03/2019		004454	750.00
6322	R JAMES BISHOP	E	5/03/2019		004455	275.00
7083	PITTSBURG HEIGHTS, LP	E	5/03/2019		004456	1,095.00
7669	CHARLES GILMORE	E	5/03/2019		004457	425.00
6451	NAZAR SAMAN	R	5/02/2019		184508	585.00
* * T O T A L S * *  REGULAR CHECKS:  HAND CHECKS:  DRAFTS:  EFT:  NON CHECKS:  VOID CHECKS:	NO 1 0 0 13 0 0 VOID DEBITS		0.00	INVOICE AMOUNT 585.00 0.00 0.00 7,158.00 0.00	DISCOUNTS 0.00 0.00 0.00 0.00 0.00	CHECK AMOUNT 585.00 0.00 0.00 7,158.00 0.00
TOTAL EDDODG 0	VOID CREDIT	:5	0.00	0.00	0.00	
TOTAL ERRORS: 0	No.			THEOLOGIC MOSTIC	DIAGONNES	OVER MOVE
VENDOR SET: 99 BANK: TH	NO BRA TOTALS: 14			INVOICE AMOUNT 7,743.00	DISCOUNTS 0.00	CHECK AMOUNT 7,743.00
BANK: TBRA TOTALS:	14			7,743.00	0.00	7,743.00

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: TBRA TOTALS:	14	7,743.00	0.00	7,743.00
BANK: TBRA TOTALS:	14	7,743.00	0.00	7,743.00
REPORT TOTALS:	355	1,606,857.17	0.00	1,606,857.17

Passed and approved this 14 <sup>tr</sup>	h day of May, 2019.	
	Patrick J. O'Bryan, Mayor	
ATTEST:		
Tammy Nagel, City Clerk		

### Addendum to Agreement for Municipal Advisor Services date June 19, 2017

April 1, 2019

Mr. Daron Hall, City Manager City of Pittsburg 201 W. 4<sup>th</sup> Street Pittsburg, KS 66762-0688

**DELIVERED VIA E-MAIL** 

Dear Mr. Hall:

Based on our recent discussions with City of Pittsburg leadership, the following is an addendum to the existing contract dated June 19, 2017 to provide municipal advisor services. Our services have begun to include utility municipalization advisory services that will include additional deliverables.

This addendum will allow the City to use our services on an "as requested" basis and proceeding with our efforts in such a manner that allows the Community to make key financial and strategic decisions on critical issues using a "Smallest Executable Step" strategy. As such, the addendum is meant to provide the terms and conditions of our services and provide a rate schedule for services when being requested by the City.

#### **Understanding of Your Needs**

We understand that you intend to seek advisory and other accounting support services for the Community regarding the municipalization of your electric infrastructure. These services will primarily be consulting-related aimed at providing project management services, negotiation support, modeling and subject-matter expertise related to the municipalization initiative within the Community. This engagement letter is meant to serve as a master service agreement laying out the terms and conditions for the services we may provide in the future. At any time you request service from us, we will issue a separate Statement of Work via email which will clearly identify our scope, approach and budget. For routine support and related services, our services will be billed at our standard hourly rates with no specific budget identified due to the ad hoc nature of the work to be provided.

### **Scope and Approach**

Our proposed scope of work will always be summarized in a separate Statement of Work. Our statement of work will follow the structure and format of the example included in Attachment A of this Agreement.

This engagement letter serves as a Master Service Agreement. Any services in which you may request us to assist you will be provided as addendums/attachments to this contract. Any addendums made will not change the terms and conditions which have already been agreed-upon from our existing engagement (but included here as a reference). Rather, they will only provide additional details about scope, budget, timing and deliverables of the services being requested. We will not proceed with any further work with future phases unless directed to so by you in order to provide you with complete engagement control.

Mr. Daron Hall, City Manager City of Pittsburg

April 1, 2019 Page 2

#### Timing, Staffing and Fees

We are prepared to begin work immediately upon your authorization. Tom Unke and Jim Yockey will lead the engagement and other consultants will be assigned to this project as appropriate. Our professional fees will be based on the actual time incurred. Our standard hourly rates for this engagement will range from \$140 – \$350 per hour, and are further documented in the following schedule:

Partner \$350/hour Sr. Manager \$250/hour Senior Consultant \$175/hour Staff Consultant \$145/hour

If our services require travel, our firm will invoice for actual travel time billed at 50% of our standard rates.

Baker Tilly Virchow Krause, LLP will provide monthly invoice billing. All invoices are due within 30 days of invoice date. All unpaid invoices will accrue 1% late payment charges monthly.

Travel and out-of-pocket expenses are in addition to these amounts and will be itemized separately and will always be billed at actual cost with no mark-up.

This letter comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals, oral or written, and all other communications between the parties. If any provision of this letter is determined to be unenforceable, all other provisions shall remain in force.

If this is in agreement with your understanding, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Virebon Knause, LIP

Sincerely,

**AUTHORIZATION** 

BAKER TILLY VIRCHOW KRAUSE, LLP

Signature:	Date:	
Title·		

The foregoing letter fully describes our understanding and is accepted. City of Pittsburg, Kansas

# Baker Tilly Virchow Krause, LLP Standard Business Terms

These Standard Business Terms ("Terms") govern the services provided by Baker Tilly Virchow Krause, LLP ("Baker Tilly", "we", "us" or "our") set forth in the Statement of Work to which these Terms are attached (the "Services"). These Terms, together with the Statement of Work to which they are attached, constitute the entire understanding and agreement between the client identified on such Statement of Work (the "Client") and Baker Tilly with respect to the Services described in the Statement of Work (collectively, the Statement of Work and these Terms are referred to as the "Agreement") and supersede and incorporate all prior or contemporaneous representations, understandings or agreements, and may not be modified or amended except by an agreement in writing signed between the parties hereto. If there is a conflict between these Terms and the terms of any Statement of Work, these Terms shall govern.

#### Section 1. Confidentiality

With respect to this Agreement and any information supplied in connection with this Agreement and designated by the disclosing party (the "Disclosing Party") as "Confidential Information" either by marking it as "confidential" prior to disclosure to the receiving party (the "Recipient") or, if such information is disclosed orally or by inspection, then by indicating to the Recipient that the information is confidential at the time of disclosure and confirming in writing to the Recipient, the confidential nature of the information within ten (10) business days of such disclosure, the Recipient agrees to: (i) protect the Confidential Information in the same manner in which it protects its confidential information of like importance, but in no case using less than reasonable care; (ii) use the Confidential Information only to perform its obligations under this Agreement; and (iii) reproduce Confidential Information only as required to perform its obligations under this Agreement. This section shall not apply to information which is (A) publicly known, (B) already known to the recipient; (C) disclosed to a third party without restriction; (D) independently developed; or (E) disclosed pursuant to legal requirement or order, or as is required by regulations or professional standards governing the Services performed. Subject to the foregoing, Baker Tilly may disclose Client's Confidential Information to its subcontractors and subsidiaries, who shall be required to protect Confidential Information under the same terms, with prior written approval.

### Section 2. Deliverables

(a) Client shall own all right, title and interest in any Work Product specified in the Statement of Work or any other tangible or non-tangible materials specified in the Statement of Work as deliverables to be provided by Provider to Client in accordance with the Services and all copies thereof. Where applicable, such Work Product will be "Works Made for Hire" under Title 17 of the United States Code as it may be revised and amended from time to time. In each case solely in conjunction with the work product delivered hereunder, the Provider agrees the Client will have a perpetual, irrevocable, non-exclusive, worldwide, royalty-free license to use, display, perform and prepare "derivative works" as defined in the Copyright Act, 17 U.S.C. 101 for any and all ideas, improvements, inventions and works of authorship conceived, written, created or first reduced to practice in the performance of work under this Agreement. Subject to the confidentiality restrictions contained in Section 1, Baker Tilly may use the Deliverables and the Baker Tilly Knowledge for any purpose. (b) Subject to the Kansas Open Records Act, the documentation for this engagement, including the workpapers, constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. If either party is required by law, regulation or professional standards to make certain documentation available to Regulators, they are hereby authorized to do so.

#### Section 3. Acceptance

Client shall accept Deliverables which (i) substantially conform to the specifications in the Statement of Work or (ii) where applicable, successfully complete the mutually agreed to acceptance test plan described in the Statement of Work. Client will promptly give Baker Tilly written notification of any non-conformance of the Deliverables with such requirements ("Non-conformance") within thirty (30) days following delivery of such Deliverables, and Baker Tilly shall have a reasonable period of time, based on the severity and complexity of the Nonconformance, to correct the Non-conformance so that the Deliverables substantially conform to the specifications. If Client uses the Deliverable before acceptance, fails to promptly notify Baker Tilly of any Nonconformance within such 30-day period, or delays the beginning of acceptance testing more than five (5) business days past the agreed upon date for the start of such acceptance testing as specified or otherwise determined under the Statement of Work, then the Deliverable shall be deemed irrevocably accepted by the Client.

#### Section 4. Standards of Performance

Baker Tilly shall perform its Services in conformity with the terms expressly set forth in this Agreement. Accordingly, our Services shall be evaluated on our substantial conformance with such terms and standards. Any claim of nonconformance (and applicability of such standards) must be clearly and convincingly shown. Client acknowledges that the Services will involve the participation and cooperation of management and others of Client. Unless required by professional standards or Client and Baker Tilly otherwise agree in writing, Baker Tilly shall have no responsibility to update any of its work after its completion.

#### Section 5. Warranty

(a) Each party represents and warrants to the other that it has full power and authority to enter into and perform this Agreement and any Statement of Work entered into pursuant hereto and the person signing this Agreement or such Statement of Work on behalf of each party hereto has been properly authorized and empowered to enter into this Agreement. (b) Client warrants that it has the legal right and authority, and will continue to have the legal right and authority during the term of this Agreement, to operate, configure, provide, place, install, upgrade, add, maintain and repair (and authorize Baker Tilly to do any of the foregoing to the extent the same are included in the Services) the hardware, software and data that comprises any of Client's information technology system upon which or related to which Baker Tilly provides Services under this Agreement.

Baker Tilly warrants that any Services that it provides to Client under this Agreement and any Statement of Work will be performed in accordance with generally accepted industry standards of care and competence. Client's sole and exclusive remedy for a breach of Baker Tilly's warranty use its reasonable commercial efforts to rewill be for Baker Tilly to: (i) perform or correct the Services, or (ii) refund the fee Client paid for the Services that are in breach of Baker Tilly's warranty. Client must make a claim for breach of warranty in writing within ninety (90) days of the date that the Services that do not comply with Baker Tilly's warranty are performed. This warranty is voided in the event that Client makes alterations to the Services provided by Baker Tilly or to the environment in which the Services are used (including the physical, network and systems environments) that create a substantial effect on the services or deliverable. If Client does not notify Baker Tilly of a breach of Baker Tilly's warranty during that 90-day period, Client will be deemed to have irrevocably accepted the Services.

(b) Baker Tilly does not warrant any third-party product (each, a "Product"). All Products are provided to Client by Baker Tilly "AS IS." Baker Tilly will, to the extent it is allowed to by its vendors, pass through any warranties and indemnifications provided by the manufacturer of the Product. Client, recognizing that Baker Tilly is not the manufacturer of any Product, expressly waives any claim that Client may have against Baker Tilly based upon any product liability or infringement or alleged infringement of any patent, copyright, trade secret or other intellectual property right (each a "Claim") with respect to any Product and also waives any right to indemnification from Baker Tilly against any such Claim made against Client by another. Client acknowledges that no employee of Baker Tilly or any other party is authorized to make any representation or warranty on behalf of Baker Tilly that is not in this Agreement.

#### Section 6. Limitation on Damages and Indemnification

(a) The liability (including attorney's fees and ALL other costs) of Baker Tilly and its present or former partners, principals, agents or employees related to any claim for damages relating to the services performed under this Agreement shall not exceed the fees paid to Baker Tilly for the portion of the work to which the claim relates, except to the extent finally determined to have resulted from the willful misconduct, fraudulent or negligent behavior of Baker Tilly relating to such services. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted. Additionally, in no event shall either party be liable for ANY lost profits, LOST Business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages

# Baker Tilly Virchow Krause, LLP Standard Business Terms (cont.)

DELAYS, INTERRUPTIONS, OR VIRUSES arising out of or related to this Agreement even if the other party has been advised of the possibility of such damages.

- (b) As Baker Tilly is performing the Services solely for the benefit of Client, Client will indemnify Baker Tilly, its subsidiaries and their present or former partners, principals, employees, officers and agents against all costs, fees, expenses, damages and liabilities (including attorneys' fees and all defense costs) associated with any third-party claim, relating to or arising as a result of the Services, Client's use of the Deliverables, or this Agreement.
- (c) In the event Baker Tilly is requested by the Client; or required by government regulation, subpoena, or other legal process to produce our engagement working papers or its personnel as witnesses with respect to its Services rendered for the Client, so long as Baker Tilly is not a party to the proceeding in which the information is sought, Client will reimburse Baker Tilly for its professional time and expenses, as well as the feesand legal expenses, incurred in responding to such a request.
- (d) Because of the importance of the information that Client provides to Baker Tilly with respect to Baker Tilly's ability to perform the Services, Client hereby releases Baker Tilly and its present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorney's fees, relating to the Services, that arise from or relate to any information, including representations by management, provided by Client, its personnel or agents, that is not complete, accurate or current.
- (e) Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Agreement are material bargained for bases of this Agreement and that they have been taken into account and reflected in determining the consideration to be given by each party under this Agreement and in the decision by each party to enter into this Agreement.
- (f) The terms of this Section 6 shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort, or any form of negligence, whether of Client, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Agreement.
- (g) Client accepts and acknowledges that any legal proceedings arising from or in conjunction with the services provided under this Agreement must be commenced within twelve (12) months after the performance of the Services for which the action is brought, without consideration as to the time of discovery of any claim.

#### Section 7. Conflict of Interest

Provider agrees that during the term of this agreement and for a period of three years thereafter, and under any extension of the term under this Agreement, not to engage, either directly or indirectly, in any activity (a Conflict of Interest) which might adversely affect the Client, including ownership of a material interest in any supplier, contractor, distributor, subcontractor, customer or other entity with which the Client does business, including substantive negotiations or accepting any material payment, service, loan, gift, trip, entertainment, or other favor from a supplier, contractor, distributor, subcontractor, customer or other entity with which the Client does business or with which the Client has engaged in substantive negotiations, and that Provider will promptly inform the Client as to each offer received by Provider to engage in any such activity. Provider further agrees to disclose to the Client any other facts of which Provider becomes aware which might in Provider's good faith judgment reasonably be expected to involve or give rise to a Conflict of Interest or potential Conflict of Interest.

Any breach of the Conflict of Interest provisions herein shall entitle the non-breaching party to recover monetary damages of \$5,000.00 per occurrence or its actual damages, whichever is greater. In addition to monetary damages, the non-breaching party shall also be entitled to bring an action for temporary and permanent injunction to enforce the provisions of this paragraph and, if successful, the party in breach shall reimburse the non-breaching party for its reasonable attorney fees incurred in securing the temporary or permanent injunction.

## Section 8. Termination

(a) This Agreement may be terminated at any time by either party upon written notice to the other. However, upon termination of this Agreement, this Agreement will continue to remain in effect with respect to any Statement(s) of Work already issued at the time of such termination, until such Statements of Work are themselves either terminated or the

- performance thereunder is completed.
- (b) This Agreement and all Statements of Work may be terminated by either party effective immediately and without notice, upon: (i) the dissolution, termination of existence, liquidation or insolvency of the other party, (ii) the appointment of a custodian or receiver for the other party, (iii) the institution by or against the other party of any proceeding under the United States Bankruptcy Code or any other foreign, federal or state bankruptcy, receivership, insolvency or other similar law affecting the rights of creditors generally, or (iv) the making by the other party of any assignment for the benefit of creditors.
- (c) This section left intentionally blank.
- (d) Any rights and duties of the parties relating to limitation of liability, confidentiality, ownership of work product, and survival of obligations, and any rights that had accrued as of the date the Agreement expired or was terminated shall survive the expiration or termination of this Agreement or any Statement of Work.

#### Section 10. Force Majeure

In the event that either party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any act of God, fire, casualty, flood, war, strike, lock out, failure of public utilities, injunction or any act, exercise, assertion or requirement of any governmental authority, epidemic, destruction of production facilities, insurrection, inability to obtain labor, materials, equipment, transportation or energy sufficient to meet needs, or any other cause beyond the reasonable control of the party invoking this provision ("Force Majeure Event"), and if such party shall have used reasonable efforts to avoid such occurrence and minimize its duration and has given prompt written notice to the other party, then the affected party's failure to perform shall be excused and the period of performance shall be deemed extended to reflect such delay as agreed upon by the parties.

#### Section 11. Taxes

Baker Tilly's fees are exclusive of any federal, national, regional, state, provincial or local taxes, including any VAT or other withholdings, imposed on this transaction, the fees, or on Client's use of the Services or possession of the Deliverable (individually or collectively, the "Taxes"), all of which shall be paid by Client without deduction from any fees owed by Client to Baker Tilly. In the event Client fails to pay any Taxes when due, Client shall defend, indemnify, and hold harmless Baker Tilly, its officers, agents, employees and consultants from and against any and all fines, penalties, damages, costs (including, but not limited to, claims, liabilities or losses arising from or related to such failure by Client) and will pay any and all damages, as well as all costs, including, but not limited to, mediation and arbitration fees and expenses as well as attorneys' fees, associated with Client's breach of this Section 11.

#### Section 12. Section intentionally blank

#### Section 13. Miscellaneous

- (a) No terms in any Client purchase order that are different from, or additional to, the terms of this Agreement will be accorded any legal effect and are specifically hereby objected to by Baker Tilly. Headings in this Agreement are included for convenience only and are not to be used to construe or interpret this Agreement.
- (b) If a court determines that any part of this contract is unenforceable, the unenforceable provisions shall be replaced by mutually acceptable provisions which, being valid, legal and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision. If the Services should become subject to the independence rules of the U.S. Securities and Exchange Commission with respect to Client, such that any provision of this Agreement would impair Baker Tilly's independence under its rules, such provision(s) shall be of no effect.
- (c) The section left intentionally blank.
- (d) The validity, construction and enforcement of this Agreement shall be determined in accordance with the laws of the State of Kansas, without reference to its conflicts of laws principles, and any action (whether by arbitration or in court) arising under this Agreement shall be brought exclusively in the State of Kansas. Both parties consent to the personal jurisdiction of the state and federal courts located in Kansas.
- (e) The parties hereto are independent contractors. Nothing herein shall be deemed to constitute either party as the representative, agent, partner or joint venture of the other.
- (f) The failure of either party at any time to enforce any of the provisions

Consulting Terms Page 4 of 8 Rev.Oct.2016

# Baker Tilly Virchow Krause, LLP Standard Business Terms (cont.)

of this Agreement or a Statement of Work will in no way be construed as a waiver of such provisions and will not affect the right of party thereafter to enforce each and every provision thereof in accordance with its terms. (g) Client acknowledges that: (i) Baker Tilly and Client may correspond or convey documentation via Internet e-mail unless Client expressly requests otherwise, (ii) neither party has control over the performance, reliability, availability, or security of Internet e-mail, and (iii) Baker Tilly shall not be liable for any loss, damage, expense, harm or inconvenience resulting from the loss, delay, interception, corruption, or alteration of any Internet e-mail.

(h) Section left intentionally blank.

(i) Baker Tilly Virchow Krause, LLP is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company.

Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity, and each describes itself as such. Baker Tilly Virchow Krause, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly Virchow Krause, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

Acknowledgement:
The Business Terms above correctly sets forth the understanding of the Client.
Accepted by:
Signature:
Title:
Date:

ATTACHMENT A

# ATTACHMENT A PITTSBURG, KS MUNICIPALIZATION OF ELECTRICITY UTILITY STATEMENT OF WORK – INITIAL MEETING AND PRELIMINARY PLAN

This Statement of Work is made pursuant to the certain Master Services Agreement, dated April 1, 2019 (the "Agreement") between the City of Pittsburg Kansas ("Client") and Baker Tilly Virchow Krause, LLP ("Baker Tilly" or "Consultant"). This Statement of Work (the "SOW") summarizes the services (the "Services") that Baker Tilly will provide the Client and will be effective immediately after it is signed by both Parties.

PROJECT TITLE: Municipalization of Electricity Utility

#### **PROJECT DESCRIPTION:**

BTVK will provide a project manager to lead and coordinate activities among the team engaged to accomplish the municipal ownership of existing electric infrastructure

#### **ENGAGEMENT TEAM LEADERS AND PROJECT STAFFING:**

> Tom Unke, Jim Yockey, Brian Kim

#### **CLIENT'S PROJECT MANAGER (PM) AND ADDITIONAL CLIENT CONTACTS:**

Daron Hall, City Manager, Project Executive Jay Byers, Deputy City Manager, Client Project Lead Dr. John Bailey, Special Projects Engineer Jamie Clarkson, Director of Finance Henry Menghini, City Attorney

#### BAKER TILLY PROJECT OBJECTIVES, SCOPE, AND APPROACH: PROJECT OBJECTIVES & SCOPE:

The objective of this SOW is to create an initial project plan for the municipalization project that will set a preliminary timeline for high-level tasks and milestones through completion.

#### PROJECT APPROACH

On May 22<sup>nd</sup>, 2019 an initial meeting with Westar/Evergy is planned. The initial meeting with Westar/Evergy will require planning and preparation, particularly regarding the list of information required during the project. Baker Tilly will work with the team to identify information required from Westar/Evergy to municipalize the electrical infrastructure of Pittsburg. During the initial meeting, the Pittsburg team will provide Westar/Evergy with a list of information required and provide a high-level timeframe for the acquisition and municipalization process. After the initial meeting with Westar/Evergy, Baker Tilly will follow up with the Pittsburg team and prepare a more detailed project plan. This plan will include key high-level tasks, assign responsibilities, and identify milestones through finalization of the municipalization.

# **PROJECT BUDGET AND TIMING SUMMARY:**

Name

Activity	Dates	Budgeted Hours
Planning and preparation for initial meeting with Westar/Evergy	4/15/19 – 4/22/19	2
Review data requirements and add input	4/15/19 – 4/19/19	1
Travel and attend meeting	4/21/19-4/22/19	10
Prepare preliminary project plan with input from team	4/15/19- 5/10/19	15
Follow up and next steps	5/10/19-5/17/19	2
SOW Total		30

·			
SOW Total			30
PROJECT FEES			
Standard Rates: Partner Sr. Manager Senior Consultant Staff Consultant	\$350/hour \$250/hour \$175/hour \$145/hour		
If services require travel, Baker	Tilly will invoice for actual travel tir	ne billed at 50% of the stand	dard rates.
	o will provide monthly invoice billing invoices will accrue 1% late payme		30
Travel and out-of-pocket expensand will always be billed at actu	ses are in addition to these amoun al cost with no mark-up.	ts and will be itemized sepa	rately
Signed:			
BAKER TILLY VIRCHOW KRA	USE,		
Thomas E. Unke	 Dated		
Approval to Proceed By:			
Cimpatura	Detail		
Signature	Dated		

# City of Pittsburg, Kansas 2019 Budget Recap As of April 30, 2019 (33.33% of Fiscal Year has passed)

				Revenues (1)			Expenditures				
		-Encumbered		Y-T-D			Y-T-D				
	С	ash Balance	Adopted Bud	lget Revenues	Percent	Adopted Budget	Expenses	Percent		Un-En	cumbered Cash
Budgeted Funds		1/1/2019	2019	4/30/2019	Received	2019	4/30/2019	Used	Y-T-D Net	Balar	nce 4/30/2019
General Fund	\$	5,023,327	\$ 24,221,0	061 \$ 9,156,616	37.80%	\$ 23,584,529	\$ 7,987,490	33.87%	\$ 1,169,126	\$	6,192,453
Public Library		254,400	895,0	999 490,311	54.78%	908,332	281,458	30.99%	208,853		463,253
Public Library Annuity		169,708	g	900 909	100.98%	-	-	0.00%	909		170,617
Special Alcohol & Drug		64,481	100,0	26,214	26.21%	130,000	73,870	56.82%	(47,656)		16,825
Special Parks & Recreation		-	100,0	26,214	26.21%	100,000	26,214	26.21%	-		-
Street & Highway		193,472	1,033,8	350 439,014	42.46%	1,056,382	346,250	32.78%	92,764		286,236
Street & Highway Sales Tax		1,179,131	2,158,9	993 718,125	33.26%	2,285,600	1,510,054	66.07%	(791,929)		387,202
Section 8 Housing		4,364	1,492,1	150 520,669	34.89%	1,492,150	501,950	33.64%	18,719		23,083
Revolving Loan Fund		2,333,077	1,327,4	191 508,609	38.31%	533,767	278,935	52.26%	229,674		2,562,751
Debt Service		683,818	3,739,4	1,444,467	38.63%	3,552,495	603,040	16.98%	841,427		1,525,245
Public Utilities		2,930,924	8,111,0	2,655,291	32.74%	8,423,584	3,233,021	38.38%	(577,730)		2,353,194
Stormwater		625,919	836,8	<u>291,118</u>	34.79%	963,416	170,914	17.74%	120,204		746,123
Totals	\$	13,462,621	\$ 44,016,9	914 \$ 16,277,557	36.98%	\$ 43,030,255	\$ 15,013,196	34.89%	\$ 1,264,361	\$	14,726,982

### Notable Items:

<sup>\*</sup>Sales Tax collections are up 2.45 compared to same period in 2018

<sup>\*</sup>Franchise taxs collections are up 0.37% compared to same period in 2018

<sup>\*</sup>Gaming Revenue is down 0.39% compared to same period in 2018