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CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, April 11, 2023
5:30 PM

CALL TO ORDER BY THE MAYOR:

- a. Flag Salute Led by the Mayor
- b. Public Input
- c. Proclamation - D.A.R.E. Day

CONSENT AGENDA (ROLL CALL VOTE):

- a. Approval of the March 28, 2023, City Commission Meeting minutes.
- b. Approval of staff recommendation to appoint Cara Cramer Wesco and Jeremy O'Ferrell to first four-year terms as members of the Pittsburg Public Library's Board of Trustees effective on May 1, 2023, and concluding on April 30, 2027.
- c. Approval of staff recommendation to accept a grant in the amount of \$100,000 from the Kansas Housing Resources Corporation (KHRC) to administer the Tenant Based Rental Assistance (TBRA) program to provide security deposits for low-income households and authorize the Mayor to sign the appropriate documents on behalf of the City.
- d. Approval of staff recommendation to update the Pittsburg Public Housing Authority (PHA) policies to better serve participants in the Section 8 Housing Choice Voucher (HCV) program.
- e. Approval of the application submitted by Brad Snow for water service outside the City of Pittsburg corporate limits to 27 Timberlake Road and authorize the Mayor to sign the necessary documents on behalf of the City.
- f. Approval of the Economic Development Advisory Committee (EDAC) recommendation to forgive the Pittsburg State University Foundation's 2021 and 2022 loan payments for the buildout of the Block 22 restaurant/retail space, as the requirements for forgiveness have been satisfied.
- g. Approval of the Appropriation Ordinance for the period ending April 11, 2023, subject to the release of HUD expenditures when funds are received.

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, April 11, 2023
5:30 PM

PUBLIC HEARING:

- a. SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM PUBLIC HEARING - The City of Pittsburg advertised for a Public Hearing to be held on Tuesday, April 11th, 2023, at 5:30 p.m. for the purpose of considering an application to be submitted on behalf of Point Forward, Inc. to the Kansas Department of Commerce for Small Cities Community Development Block Grant funds in the Non-Profit Childcare and Education Facilities category, for a childcare facility to be constructed at Locust and Rose Streets. **Following Public Hearing, (1) approve or disapprove the submittal of an application to the Kansas Department of Commerce for Small Cities Community Development Block Grant funds, (2) adopt Resolution No. 1266, certifying legal authority to apply for the funding, (3) adopt Resolution No. 1267, assuring the Kansas Department of Commerce that funds will be continually provided for the operation and maintenance of the improvements made with CDBG funds, (4) adopt a Statement of Assurances and Certifications, (5) approve the Residential Anti-Displacement Act, (6) approve the Disclosure Report, (7) approve the Determination of Level of Review, (8) approve the Inter-Local Agreement between the City/Point Forward/Harmony Childcare, and (9) approve an Administration Agreement with the Southeast Kansas Regional Planning Commission to administrate the grant, if awarded, and authorize the Mayor to sign all necessary documents on behalf of the City.**

CONSIDER THE FOLLOWING:

- a. RAVEN COPELAND, LLC PROJECT - Consider the recommendation of the Economic Development Advisory Committee (EDAC) to reimburse Raven Copeland, LLC, 10% of the total project costs associated with the renovation of the dilapidated property located at 106 West 3rd Street, with the City's investment not to exceed \$25,300. **Approve or disapprove the recommendation.**

NON-AGENDA REPORTS & REQUESTS:

THE MAYOR'S MOMENT:

ADJOURNMENT

Office of the Mayor
CITY OF PITTSBURG, KANSAS

Proclamation

Whereas: The Drug Abuse Resistance Education (D.A.R.E.) program was formed in 1983 as a collaboration between the Los Angeles Police Department and the Los Angeles Unified School District to create a drug resistance program for elementary school students; and

Whereas: In 1991, the Pittsburg Police Department's D.A.R.E. pilot program was established with one police officer at one elementary school; and

Whereas: Today, the Pittsburg Police Department's D.A.R.E. program includes all four elementary schools in U.S.D. #250, as well as St. Mary's elementary school, with each school being assigned a separate and distinct D.A.R.E. officer; and

Whereas: Over the past thirty-two years, the Pittsburg Police Department's D.A.R.E. officers have provided classroom lessons to thousands of 5th grade students, teaching them how to resist peer pressure and live productive drug and violence-free lives; and

Whereas: The City of Pittsburg would like to recognize the valuable partnership between our D.A.R.E. officers, local educators, parents and students.

Now, Therefore, I, Ron Seglie, M.D., Mayor of the City of Pittsburg, Kansas, do hereby proclaim April 20th, 2023, as

D.A.R.E. DAY

in Pittsburg and commend our D.A.R.E. officers for their dedication to teaching our children decision-making skills which will help them lead safe and healthy lives.

Dated this 11th day of April, 2023.

ATTEST:

City Clerk

Mayor

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
March 28, 2023

A Regular Session of the Board of Commissioners was held at 5:30 p.m. on Tuesday, March 28, 2023, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor Ron Seglie presiding and the following members present: Cheryl Brooks, Stu Hite, Dawn McNay and Chuck Munsell.

Major Patricia Johnson, on behalf of The Salvation Army, provided an invocation.

Mayor Seglie led the flag salute.

Mayor Seglie proclaimed April 3rd through April 7th, 2023, as the Week of the Young Child in Pittsburg.

APPROVAL OF MINUTES – On motion of McNay, seconded by Brooks, the Governing Body approved the March 14, 2023, City Commission Meeting minutes as presented. Motion carried.

BALLISTIC VEST PURCHASE – On motion of McNay, seconded by Brooks, the Governing Body approved staff recommendation to waive the City's bid process and purchase eleven new Safariland HyperX Barrier Vests directly from Baysingers Uniform & Equipment, of Wichita, Kansas, in the total amount of \$36,749.68, and to make available the City's older Protech brand vests as items of surplus equipment to be donated to other area law enforcement agencies. Motion carried.

EASEMENT – COX COMMUNICATIONS, LLC - On motion of McNay, seconded by Brooks, the Governing Body approved an easement between the City of Pittsburg and Cox Communications, LLC, routing from the existing vault on the north side of West 15th Street to the cell tower lease located in the Four Oaks Golf Course and authorized the Mayor and City Clerk to sign the easement on behalf of the City. Motion carried.

DISPOSITION OF BIDS – ASPHALTIC CONCRETE MATERIAL – On motion of McNay, seconded by Brooks, the Governing Body awarded the bid for the provision of asphaltic concrete material for the 2023 City Sales Tax Street Program and Crawford County, Kansas, consisting of an estimated total of 17,500 tons of asphaltic concrete base and surface mix to Heckert Construction Co., Inc., of Pittsburg, Kansas, based on their bids of: \$83.82 per ton SM9.5A (Virgin Mix) Asphalt; \$81.72 per ton SM12.5A (Virgin Mix) Asphalt; \$79.37 per ton SM19A (Virgin Mix) Asphalt; and an hourly cost for tandem truck delivery to Pittsburg, and authorized the Mayor and City Clerk to sign the contract documents once prepared. Motion carried.

DISPOSITION OF BIDS – WATER TREATMENT PLANT WELL #8 REPAIRS – On motion of McNay, seconded by Brooks, the Governing Body awarded the bid for repairs to Well #8 at the Water Treatment Plant to Mr. Pump, LLC, of Seneca, Missouri, in the amount of \$21,800, and authorized the Mayor to sign the necessary documents on behalf of the City. Motion carried.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
March 28, 2023

EARLES ENGINEERING & INSPECTION, INC. ENGINEERING SERVICES AGREEMENT – On motion of McNay, seconded by Brooks, the Governing Body entered into an agreement with Earles Engineering & Inspection, Inc, of Pittsburg, Kansas, in the amount of \$61,800.00 for engineering services to include Preliminary Design, Final Design, and Bidding/Construction Administration for the East 27th Street Project from Broadway Street to Joplin Street and authorized the Mayor to sign the agreement on behalf of the City. Motion carried.

APPROPRIATION ORDINANCE – On motion of McNay, seconded by Brooks, the Governing Body approved the Appropriation Ordinance for the period ending March 28, 2023, subject to the release of HUD expenditures when funds are received. Motion carried with the following roll call vote: Yea: Brooks, Hite, McNay, Munsell and Seglie.

ECONOMIC DEVELOPMENT QUARTERLY REPORT - Director of Economic Development Blake Benson, and Pittsburg State University Executive Director, Operations, Business Development, & Economic Engagement Darrell Pulliam, presented the quarterly Economic Development Report.

PITTSBURG AREA CHAMBER OF COMMERCE ECONOMIC DEVELOPMENT SERVICES AGREEMENT – On motion of Hite, seconded by McNay, the Governing Body approved an Economic Development Services Agreement between The Pittsburg Area Chamber of Commerce and The City of Pittsburg in which the Chamber will perform the services related to the location and retention of industrial, manufacturing and retail businesses in the City, for the period beginning April 1, 2023, and concluding on March 31, 2024, and authorized the Mayor to sign the Agreement on behalf of the City. Motion carried.

PITTSBURG STATE UNIVERSITY BUSINESS DEVELOPMENT AND INNOVATION SERVICES AGREEMENT – On motion of McNay, seconded by Brooks, the Governing Body approved a Business Development and Innovation Services Agreement between Pittsburg State University (PSU) and The City of Pittsburg in which PSU will provide support to the City to effectively help create and attract new businesses, industries and manufacturing concerns to the City, as well as more effectively promote the expansion and growth of existing businesses and industries already located in the City, for the period beginning April 1, 2023, and concluding on March 31, 2024, and authorized the Mayor to sign the Agreement on behalf of the City. Motion carried.

ADVANCED METERING INFRASTRUCTURE (AMI) – On motion of Brooks, seconded by McNay, the Governing Body approved staff recommendation to purchase hardware, software, and hosting services for Advanced Metering Infrastructure (AMI) in the amount of \$160,321.25 from Core & Main, for Year 1 implementation only of a five-year plan, and authorized the Mayor to sign agreements with Sensus for FCC license and Sensus Analytics once prepared. Motion carried.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
March 28, 2023

NON-AGENDA REPORTS AND REQUESTS:

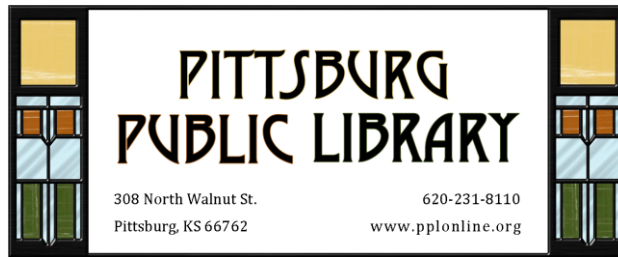
THE MAYOR'S MOMENT – Mayor Seglie stated that the next phase of the Spruce Up Pittsburg program will involve meeting with residents in each quadrant of the City. Mayor Seglie encouraged individuals and organizations to participate in the clean-up program that will begin in the near future.

ADJOURNMENT: On motion of McNay, seconded by Hite, the Governing Body adjourned the meeting at 6:11 p.m. Motion carried.

Ron Seglie, M.D., Mayor

ATTEST:

Tammy Nagel, City Clerk



April 5, 2023

Daron Hall
City Manager
Pittsburg, KS 66762

Dear Daron,

On behalf of the Pittsburg Public Library's Board of Trustees, I would like to request that the City Commission appoint Ms. Cara Cramer Wesco and Mr. Jeremy O'Ferrell as members of the Library Board.

They will replace Ms. Frances Mitchelson and Mr. Devin Gorman. Both Ms. Mitchelson and Mr. Gorman have served the maximum two terms on the Library Board. Both Ms. Mitchelson and Mr. Gorman have been outstanding board members and we deeply appreciate their service to the Pittsburg Public Library.

Cara Cramer Wesco is a longtime library patron who frequently brings her young children to library programs and checks out library materials. She has extensive experience working with both non-profit organizations and in governmental affairs. She has completed both graduate and post graduate work at the University of Kansas with a Master of Healthcare Systems Administration and Juris Doctorate. She maintains a license to practice law in Kansas.

Mr. Jeremy O'Ferrell is employed by Pittsburg Community Middle School as a science teacher. He too, has been a longtime library user on both a personal and professional level. Mr. O'Ferrell is a PCMS Student Government sponsor, PCMS Kiwanis Builders Club sponsor, and a PCMS Gamers Club sponsor. As both a tenured educator and a parent and foster parent of nine children, we feel that he will be a great asset to the Library Board.

I am very pleased that we have two such exceptional candidates for the Library Board of Trustees.

Thank you for your assistance in this matter.

Sincerely,

Bev Clarkson, Director
Pittsburg Public Library

INTEROFFICE MEMORANDUM

To: City Commissioners, Daron Hall, Tammy Nagel

From: Megan Keener

CC: Kim Froman

Date: April 4, 2023

Subject: Agenda Item: April 11th, 2023

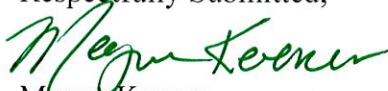
Acceptance of the 2021 Tenant Based Rental Assistance Grant (TBRA)

The Kansas Housing Resources Corporation (KHRC) has awarded the City of Pittsburg \$100,000 in Tenant Based Rental Assistance (TBRA) funding for the program year of 2021. The City of Pittsburg received the notice of award in October of 2021 but we were unable to use the funds until any previous grant was at least 75% expended. Staff is asking the Commission to accept the award, and authorize the Mayor to electronically sign the necessary documents. The grant agreement is included for review and if approved, KHRC will send out the grant agreement for electronic signature.

We will be using this funding to subsidize security deposits for low income households. Community Development and Housing staff estimate that this funding will provide an average security deposit payment of \$575 to assist 206 households, or roughly 480 individuals. The security deposit assistance program has been very useful in the past, helping move people into housing from homelessness as well as helping to relocate people on fixed income into safer, more affordable housing. Currently with the 2020 TBRA grant, we have served 145 households and roughly 334 individuals.

Of those served, we estimate that 27% of the household served will be moving from homelessness to housed, 35% will be single parent households, 38% will be elderly or disabled. All participants will have an income less than 60% of our Area Median Income.

Respectfully Submitted,



Megan Keener
Housing Manager

Enclosed:

- Letter of Award for 2021 TBRA Grant
- Grant Agreements for review
- Authorized Signature Designation Form
- Attachment A – Description of Activities



October 22, 2021

Quentin Holmes, Director of CD & Housing
City of Pittsburg
216 N Broadway, Suite G
Pittsburg, KS 66762

Re: 2021 TBRA Grants

Dear Mr. Holmes:

Kansas Housing Resources Corp. has completed application reviews for the 2021 Tenant Based Rental Assistance Program. City of Pittsburg has been awarded a grant in the amount of \$100,000. Your agency will also receive 7% above the award amount for fees to perform income certifications and HQS inspections.

We have changed our method of issuing the grant award documents. In order to condense the number of grants an agency has open, we are requiring only two open grants at a time. Additionally, when requesting your grant document for 2021, any previous grants should be at least 75% expended.

Please be aware that HOME funding is subject to Congressional appropriations, but funding has remained level the past few years. However, grantees need to make certain they do not over commit.

Please contact me at chowerton@kshousingcorp.org or 785-217-2025 should you have any questions regarding these changes. Thank you for your valued partnership with KHRC in the Tenant Based Rental Assistance Program.

Sincerely,

A handwritten signature in blue ink that reads 'Cynthia Howerton'.

Cynthia Howerton
TBRA Program Manager

**HOME Investment Partnerships Program
State of Kansas
CFDA No. 14.239**

Grant Agreement No. M-21-SG-20-0180

By and between the

Kansas Housing Resources Corporation (KHRC)

And

**City of Pittsburg
SAMS No: XNPHH08RAQH1**

I. Grant Agreement

- A. This Grant Agreement, hereinafter called "Agreement" is between the **Kansas Housing Resources Corporation**, hereinafter called "**Corporation**" and **City of Pittsburg** hereinafter called the "Grantee." This Agreement consists of the body and the following attachment, which is incorporated herein: **Attachment A – Description of Activities**.
- B. Together, they embody the entire Agreement between the Corporation and Grantee with the respect to this grant program. All prior agreements, representations, statements, negotiations, and understandings with respect to this program are superseded hereby.

II. Authority

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

III. Description of Activities

Grantee agrees to perform, or cause to be performed, the work specified in the Attachment A and in compliance with the requirements of 24 CFR Part 92 and all State and Corporation Tenant Based Rental Assistance program requirements and policies.

IV. Period of Performance & Commitment

- A. The period of performance for all activities assisted by this Agreement shall commence upon grant execution, hereinafter called the "Commencement Date," and shall be complete on **November 1, 2024**, hereinafter called the "Completion Date," except those activities required for closeout.
- B. All **FFY 2021** funds must be committed to projects according to the HOME Rule by **November 1, 2023**, hereinafter called the "Commitment Date."

V. **Compensation**

- A. In consideration of the Grantee's satisfactory performance of the work required under this Agreement and the Grantee's compliance with the terms of this Agreement, the Corporation shall provide the Grantee a total of **\$100,000** in Federal HOME funds. In addition, up to 7% of the amount awarded for direct assistance may be requested for program delivery costs/administration. The Grantee will be reimbursed according to the schedule provided for eligible costs including inspections and re-inspections, income certifications and re-certifications. If the 7% administration is not drawn by the time the subsidy is fully expended, the remaining administration will not be reimbursed but may be converted to subsidy with KHRC approval. No other administrative fee will be provided.
- B. It is expressly understood and agreed that in no event will the total program funds provided by the Department exceed the sum of **\$100,000**. Any additional funds required to complete the program activities set forth in this Agreement will be the responsibility of the Grantee.
- C. The Grantee understands that this Agreement is funded in whole or in part by federal funds. In the unlikely event the federal funds supporting this Agreement become unavailable or are reduced, the Corporation may terminate or amend this Agreement and will not be obligated to pay the Grantee from State Revenues.
- D. The Grantee shall not anticipate future funding from the Corporation beyond the duration of this Agreement and in no event shall this Agreement be construed as a commitment by the Corporation to expend funds beyond the termination of this Agreement.

VI. **Indemnification**

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

VII. **Obligations of Grantee**

- A. All of the activities required by this Agreement shall be performed by personnel of the Grantee or by third parties (subgrantees, contractors, or subcontractor) under the direct supervision of the Grantee and in accordance with the terms of written contracts.
- B. The grantee shall adhere to the TBRA Administrative Plan submitted by the Grantee and approved by the Corporation. Any changes to the TBRA Administrative Plan must be submitted by the Grantee and approved by the Corporation prior to implementation.
- C. A certified HQS inspector shall perform all initial, annual, periodic and/or special unit inspections. Inspections shall be in accordance with guidelines provided in 24 CFR 982.401.
- D. The grantee shall adhere to lead based paint program requirements for all units. This requirement applies to tenants requesting security/utility deposits as well as to those applying for rental assistance coupons. During initial and periodic inspections, an inspector acting on the behalf of the designated party and trained in visual assessment for deteriorated paint surfaces in accordance with procedures established by HUD shall conduct a visual assessment of all painted surfaces in order to identify any deteriorated paint (24 CFR Part 35.1215 (a)(1)). The visual assessment must take place as part of the initial and periodic inspections required by HUD. (24 CFR Part 35, Sec. 92.209(i)). TBRA funding cannot be provided until the unit passes the lead based paint visual inspection.
- E. If assisted occupancy has commenced prior to an annual or periodic inspection, and the visual inspection reveals deteriorated lead-based paint, the owner shall stabilize each deteriorated paint surface in accordance with 24 CFR Part 35.1330(a) and (b). Such paint stabilization must be completed within 30 days of

notification to the owner of the results of the visual assessment. Depending upon the scope of the work undertaken to stabilize the paint, and if necessary, the owner at his/her expense, is responsible for relocating the tenants to a comparable, safe, and sanitary dwelling free of lead-based paint while the work is taking place. Paint stabilization is considered complete when clearance is achieved in accordance with 24 CFR Part 35.1340. The owner shall provide a notice to occupants in accordance with 24 CFR 35.125(b)(1) and (c) describing the results of the clearance examination.

- F. The grantee shall provide lead based paint disclosure information to all tenants and landlords. Optional blood level verification forms will be provided to tenants with children under age 6 who have selected units that were constructed prior to 1978. Addresses of tenants with children under age 6 living in pre-1978 structures will be provided to the Local Health Department quarterly. (Refer to the attached 24 CFR 35.1225)
- G. The Grantee shall remain fully obligated and liable under the provisions of this Agreement, notwithstanding its designation of any third party or parties for the undertaking of part or the entire program being assisted under this grant.
- H. The Grantee shall require any third party to comply with all lawful requirements necessary to ensure that the program is carried out in accordance with this Agreement.
- I. The Grantee shall adhere to the uniform administrative requirements of 24 CFR 92.505.
- J. Pursuant to the requirements of Appendix II to 2 CFR Part 200, The Grantee shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387).

VIII. Program Costs

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

IX. Drawdown of Grant Funds

- A. The Grantee shall be entitled to drawdown funds at the time the funds are actually needed for payment. Funds are to be drawn for immediate cash needs only, as required in U.S. Department of Treasury Circular 1075. The Grantee shall not issue TBRA to a beneficiary until such time as all project set-up information has been received and entered into the Integrated Disbursement Information System (IDIS).
- B. The Grantee shall establish procedures to ensure that any funds set forth in (A) above shall be expended within fifteen (15) days of receipt of the funds in the electronic depository account.

X. Depositories for Program Funds

- A. The Grantee must establish, or have established, an account in a local financial institution for the receipt, deposit, and disbursement of HOME Program funds.

- B. The local account shall also be used for the deposit and disbursement of repayments of HOME funds. TBRA and security deposit program repayments of HOME funds must be refunded to the Corporation for return to HUD. Program income must be disbursed prior to requesting HOME funds from the Corporation.

XI. Financial Management

- A. Grantees shall establish and maintain a system which assures effective control over and accountability for all funds used in the HOME Program, and follow the requirements of 24 CFR 85.20 and 2 CFR 200, respectively.
- B. Grantees shall certify to the Corporation, in writing, prior to making the first drawdown of funds that the system proposed for use shall meet the following standards:
 - 1. Maintenance of separate accounting records and source documentation for the HOME Program;
 - 2. Provision for accurate, current, and complete disclosure of the financial status of the Program;
 - 3. Establishment of records of budgets and expenditures for each approved activity;
 - 4. Demonstration of the sequence and status of receipts, obligations, disbursements and fund balance;
 - 5. Provision of financial status reports in the form specified by the Corporation.
 - 6. Compliance with the Corporation audit requirements (2 CFR 200); and,
 - 7. Consistency with generally accepted accounting principles or other basis of accounting as specified by the Kansas Department of Administration, if applicable, and 24 CFR 85.20.
- C. Grantees shall transfer to the Corporation any HOME funds on hand at the time of expiration of this Agreement, and any accounts receivable attributable to the use of HOME funds, as required in 24 CFR 92.503.

XII. Program Income

The Grantee shall retain any repayment, interest, and any other return on the investment of HOME funds to be used for additional eligible activities under this Agreement.

XIII. Recordkeeping

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

XIV. Monitoring and Reporting

- A. The Grantee shall monitor the activities of the HOME Program, including those of the contractors and subcontractors, to assure that all program requirements are being met. The Grantee shall establish and maintain a standard procedure for internal monitoring.
- B. The Grantee shall submit quarterly progress reports to the Corporation. The reporting periods consist of **October/November/December, January/February/March, April/May/June, and July/August/September.** *Quarterly Progress Reports* are to be submitted to the Corporation on or before ten (10) days after the end of each quarter (**April 10, July 10, October 10, and January 10**). A *Quarterly Progress Report* shall be submitted for each quarter, or portion thereof, during the Period of Performance as provided in Section IV. A *Grant Completion Report* is required of the Grantee within 60 days of the final payment request.

- C. From time to time, as requested in writing by the Corporation, the Grantee shall submit such data and other information as the Corporation may require.
- D. Failure to report as required or respond to requests for data or information in a timely manner shall be grounds for suspension or termination of the Grant at the discretion of the Corporation.

XV. **Procurement Procedures**

- A. The Grantee shall use established procurement procedures, which reflect applicable State and local law and regulations, and the Corporation's Procedures for the establishment of procurement systems (24 CFR 84.40-84.48).
- B. These standards do not relieve the Grantee of any contractual responsibilities under its contracts. The Grantee is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements entered into support of a grant. These include but are not limited to source evaluation, protests, disputes, and claims.
- C. The Grantee shall abide by the requirements of 24 CFR 24.200 and 2 CFR 200 Appendix II (H) concerning debarment and suspension on procurement procedures.

XVI. **Program Closeout**

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

XVII. **Termination for Convenience**

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

XVIII. **Suspension or Termination-for Cause**

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

Corporation shall promptly notify the Grantee in writing, of the determination and the reasons for the termination, together with the effective date.

XIX. Audit Requirements

- A. The Grantee shall arrange for the performance of annual financial/compliance audits of the organization/grant. All audits must be performed by an independent auditor. The audit period is identical with the Grantee's regular fiscal year. The audit(s) shall be conducted in accordance with the requirements set forth in 2 CFR 200.
 - 1. If the Grantee expends \$750,000 or more of federal awards during the local fiscal year, a single audit is required in accordance with 2 CFR 200.501.
 - 2. If the Grantee expends more than \$25,000 but less than \$750,000 of federal awards during the local fiscal year, the grantee has the option of a single audit, or a program-specific audit conducted on a fiscal year basis, as required in 24 CFR Part 84.26 and 85.26. The program-specific audit must include a schedule of expenditures of federal awards.
- C. Grantees are required to submit one copy of a fiscal year audit report covering the program. The audit reports shall be sent within 30 days after the completion of the audit, but no later than nine months after the end of the audit period unless agreed to by the Corporation.
- D. If any expenditures are disallowed as a result of an audit, the obligation for reimbursement to the U.S. Treasury shall rest with the Grantee.

XX. Retention of and Access to Records

- A. Financial records, supporting documents, statistical records, and all other records pertinent to this program shall be retained in accordance with the Corporation's Procedures and in accordance with 24 CFR 85.42 and 24 CFR 92.508.
- B. Authorized representatives of the Corporation, the Division of Legislative Post Audit, the Secretary of HUD, the Inspector General of the United States, or the U.S. General Accounting Office shall have access to all books, accounts, reports, files, papers, things, or property belonging to, or in use by, the Grantee pertaining to the administration of these grants and receipt of assistance under the HOME Program as may be necessary to make audits, examinations, excerpts, and transcripts.
- C. Any contract or agreement entered into by the Grantee shall contain language comparable to subsection (B) so as to assure access by authorized parties to the pertinent records of any subgrantee, contractor, or subcontractor.

XXI. Conflict of Interest

- A. In the procurement of supplies, equipment, construction, and services by Grantees and subgrantees, the conflict of interest provisions at 2 CFR 200.112, and 24 CFR 85.36, respectively, shall apply. In all cases not governed by the provisions of said circular and regulation, the provisions of subsection (B) and 24 CFR 92.356 (b) shall apply.
- B. No member of the Governing Body, officers or employee of the Grantee, or its designees or agents, or any other person who exercises any functions or responsibilities with respect to the program assisted by this Agreement during his tenure or for one year thereafter, shall have any direct interest in any contract or subcontract, or the proceeds thereof, for the work to be performed in connection with the program.
- C. The Grantee shall incorporate, or cause to be incorporated in all third party agreements, a provision prohibiting such interest pursuant to the purpose of this Section.
- D. The Grantee shall not employ, nor shall permit any third party to employ, any employee of the Corporation.

- E. The Grantee will disclose any consultants and interested parties and certify that current KHRC employees, for a period up to two years after their employment ends, won't financially gain from the funding received through KHRC.

XXII. Equal Opportunity

In addition to all equal opportunity provisions and the Assurances incorporated by the reference herein, the Grantee agrees to comply with all the requirements of the Kansas Acts Against Discrimination relating to fair employment practices, to the extent applicable and shall cause the foregoing provision to be inserted in all contracts with third parties for any work covered by this Agreement so that such provisions will be binding upon such third parties. Grantee will conduct and administer the grant in conformity with 24 CFR 92.350.

XXIII. Lobbying

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

1. No appropriated federal funds have been paid, or will be paid, by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit *Disclosure Form to Report Lobbying* (Standard Form-LLL), in accordance with its instructions.
3. 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 failure.

XXIV. Waiver of Enforcement

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

XXV. Revisions and Amendments and Approvals

- A. Any changes to this Agreement shall constitute an amendment.
- B. The Grantee shall notify the Corporation if, through the use of other funds, there is an intention to expand, enhance, or add to the scope of the program, covered by the Agreement, or there is a proposal to undertake activities that will have an impact upon the buildings, areas, or activities of this program. The Corporation reserves the right to require an amendment to this Agreement if such is deemed necessary.
- C. Amendments of the terms of this Agreement shall not become effective unless reduced to writing, numbered, and signed by the Corporation and the duly authorized representative of the Grantee.

XXVI. Contractual Provisions Attachment

The provisions found in Contractual Provisions Attachment, which is attached hereto.

Dated by the Corporation this

KANSAS HOUSING RESOURCES CORPORATION

By: _____

Ryan Vincent, Executive Director
Kansas Housing Resources Corporation

GRANTEE

City of Pittsburg

By: _____

Dr. Ron Seglie, Mayor
City of Pittsburg

Kansas Housing Resources Corporation

Home Investment Partnerships Program Authorized Signature Designation Form

City of Pittsburg
Organization Name

216 N Broadway, Suite G, Pittsburg, KS 66762
Address

M-21-SG-20-0180
Grant Number


48-6041003
Agency Tax ID Number

April 11, 2023

Authorizing Official Signature
Mayor, City of Pittsburg
Title

Date
ron.seglie@pittks.org
e-mail Address

The following person(s) are approved to sign any request or reports submitted to the KHRC relative to the HOME TBRA Program.

1. Megan Keener
Print Name
Housing Manager
Title

Signature
megan.keener@pittks.org
e-mail address
2. Ronda Shelton
Print Name
Director of Finance
Title
Signature
ronda.shelton@pittks.org
e-mail address
3. Kim Froman
Print Name
Director, Community Development & Housing
Title
Signature
kim.froman@pittks.org
e-mail address

Attachment A-Description of Activities

Agency: City of Pittsburg

Project Description:

City of Pittsburg to deliver Tenant Based Rental Assistance Services to the Kansas area described below. City of Pittsburg will provide security deposits for eligible families in the City of Pittsburg. Utility deposits will not be provided. The majority of tenants served will fall at or below 60% of the median income. Approximately 206 households will receive security deposit subsidies. Properties will meet HUD's Section 8 Housing Quality Standards. The City of Pittsburg will comply with lead base paint requirements (24 CFR Part 35) for pre-1978 built structures.

:

Area to be served:

City of Pittsburg

Total Grant Amount:

\$100,000



**PITTSBURG PUBLIC
HOUSING AUTHORITY**

216 N Broadway, Suite G
Pittsburg KS 66762

(620) 232-1210

www.pittks.org

fax: (620) 232-3453
email: section8@pittks.org

INTEROFFICE MEMORANDUM

To: City Commissioners, Daron Hall, Tammy Nagel

From: Megan Keener

CC: Kim Froman

Date: April 4th, 2023

Subject: Agenda Item: April 11th, 2023
Section 8 Housing Choice Voucher Administration Plan

The Pittsburg Public Housing Authority (PHA) has made some changes to the approved Section 8 Housing Choice Voucher (HCV) Administrative Plan.

After working on the approved Section 8 HCV Administrative Plan for a few months, the PHA discovered we needed to update our PHA policies to better serve our HCV participants. The PHA updated the initial term of the voucher and the family debts to the PHA.

Enclosed are the list of revisions for the PHA Policies made to the PHA's 2023 Administrative Plan for review and approval.

Action request is the review and approval by the Governing Body of the updated PHA's 2023 Administration Plan.

Sincerely,

Megan Keener

Housing Choice Voucher Program Manager

620-230-5572

megan.keener@pittks.org

enclosures:

- 1) 2023 Administration Plan – additional revisions

Changes to the PHA Policy – (Below you will not see the whole PHA Policy, just what the previous policy was and what we have either changed or added to be the current policy. The entire Admin Plan will be available at the Housing Office, City Hall – Clerk’s Office, and the Public Library if you would like to see the full PHA Policy once approved)

- **Chapter 5 – Briefings and Voucher Issuance**
 - **5-II.E. Voucher Term and Extensions**
 - **Voucher Term [24 CFR 982.303]**
 - **Previous Policy –**
 - The initial voucher term will be 60 calendar days.
 - The family must submit a Request for Tenancy Approval and proposed lease within the 60-day period unless the PHA grants an extension.
 - **Current Policy –**
 - The initial voucher term will be 90 calendar days (added 4/2023).
 - The family must submit a Request for Tenancy Approval within the 90-day period unless the PHA grants an extension (added 4/2023).
- **Chapter 16 – Program Administration**
 - **16-IV.B. Repayment Policy**
 - **Family Debts to the PHA**
 - **Previous Policy –**
 - Any amount owed to the PHA by an HCV family must be repaid by the family. The PHA will enter into a repayment agreement in accordance with the policies below.
 - **Current Policy –**
 - Any amount owed to the PHA by an HCV family must be repaid by the family. The PHA will enter into a repayment agreement in accordance with the policies below.
 - If the family already has a current repayment agreement, the PHA will still enter into a repayment agreement. If the 1st repayment agreement has a balance owed to the PHA (added 4/2023) and the family is issued a 2nd repayment on the same tenancy, the PHA will terminate the assistance in accordance with the policies in Chapter 12 and the family will still be responsible for the debt to the PHA (added 01/2022).
 - If the 1st repayment agreement is paid off in full and the family is issued a 2nd repayment on the same tenancy, the PHA will issue the family a repayment and the family will remain an HCV participant and will be required to pay the overpaid subsidy (added 4/2023).

- **General Repayment Agreement Guideline for Families**
 - ***No Offer of Repayment Agreement***
 - Previous Policy –
 - The PHA will always enter into a repayment agreement with a family. If the family already has a repayment agreement, the PHA will still enter into a repayment agreement. If any 2nd repayment agreement is on the same tenancy, the PHA will terminate the assistance in accordance with the policies in Chapter 12 and the family will still be responsible for the debt to the PHA (added 01/2022).
 - Current Policy –
 - The PHA will always enter into a repayment agreement with the family (updated 4/2023).



DEPARTMENT OF PUBLIC UTILITIES

1506 North Walnut • Pittsburg KS 66762

(620) 240-5126

www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Director of Public Utilities

DATE: April 4th, 2023

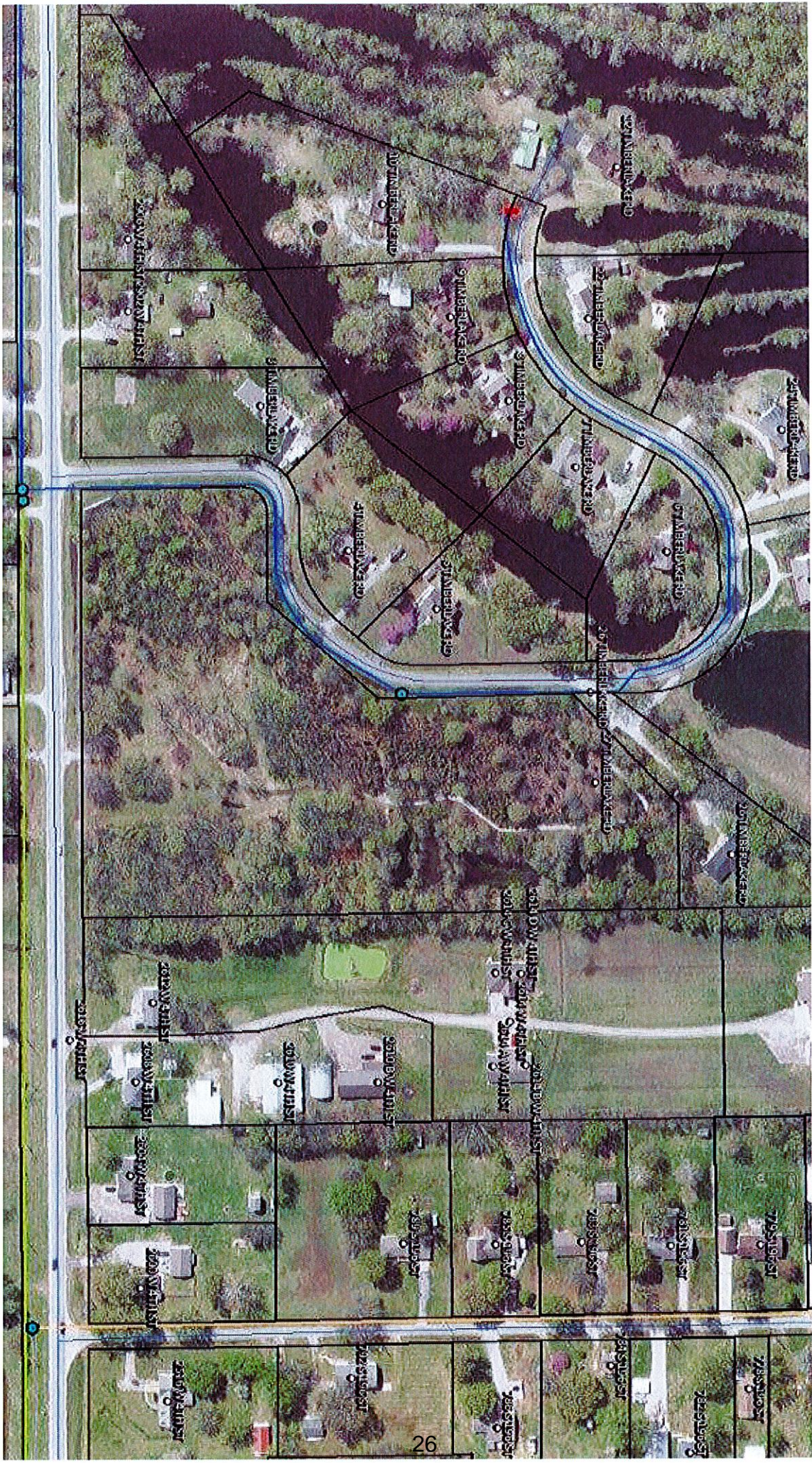
SUBJECT: Agenda Item – April 11th 2023
Brad Snow Request for Water Service

The City staff is requesting the Governing Body approve Brad Snow's request for water service outside the City of Pittsburg KS corporate limits for property located at 27 Timberlake Rd. The city is currently supplying water service to this area.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, April 11th 2023? Action necessary will be approval or disapproval of staff recommendation of the request for water service outside the City, and if approve authorize the Mayor to sign the outside service agreement.

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

Attachment: Map





Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Economic Development Director

DATE: April 5, 2023

SUBJECT: April 11, 2023 Agenda Item
Block 22 forgivable loan

On March 13, 2018, the Pittsburgh city commission approved a request from the Pittsburgh State University Foundation to provide a forgivable loan in the amount of \$300,000 to support the buildout of the Block 22 restaurant/retail space. The loan was to be forgiven in over a five year period at \$60,000 per year from 2019-2023, with the stipulation that the entire amount must be spent on permanent fixed improvements, all tenants should be sales tax-producing businesses and that the occupancy of the building must average no less than 65% over the previous twelve month period. This 65% occupancy timetable was to have begun in September 2018, but was later amended by the city commission to reflect a new timeline of 2020-2024. All other details related to the loan agreement remained the same.

Pittsburgh State University previously submitted verification that it had satisfied the forgiveness requirements for the year 2020 and had the first loan payment forgiven. The university has now provided verification that it satisfied the requirements for 2021 and 2022 and is eligible to have the second and third installments of the loan forgiven as well.

The Economic Development Advisory Committee (EDAC) considered this at its April 5 meeting and recommended forgiveness of the 2021 and 2022 loan payments.

Please place these items on the agenda for the City Commission meeting scheduled for Tuesday, April 11, 2023. Action being requested is approval or denial of the EDAC recommendation.

CERTIFICATION TO WAIVE ANNUAL INSTALLMENT PAYMENT

STATE OF KANSAS)
) SS
COUNTY OF CRAWFORD)

I, Shawn Naccarato, duly authorized representative of Pittsburg State University, a Kansas State educational institution, being of lawful age and duly sworn upon oath, do hereby certify and affirm the following to be true:

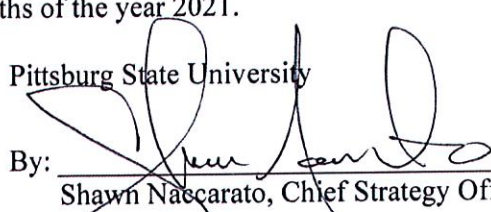
1. The City of Pittsburg, Kansas (hereinafter referred to as the "City") and Pittsburg State University, a state educational institution, (hereinafter referred to as "PSU") entered into as of the 14th day of April, 2020, the First Amended and Restated Loan Agreement (hereinafter referred to as "City Loan") to assist PSU with renovations and reconstruction of approximately 8,100 square feet of vacant space on the ground floor of the Commerce Building located at the northwest corner of 4th Street and Broadway in Pittsburg, Kansas, into leasable commercial space (hereinafter referred to as "Project");

2. All City Loan proceeds were expended upon permanent fixed Project improvements, including, but not limited to flooring, electrical, fire suppression, plumbing, HVAC and/or windows;

3. All tenants located in the Project space are sales tax producing business entities; and

4. Commercial tenant occupancy in the Project space averaged at least 65% of the total Project space over the twelve (12) months of the year 2021.

Pittsburg State University

By: 
Shawn Naccarato, Chief Strategy Officer

Date: March 29, 2023

STATE OF KANSAS)
) ss:
CRAWFORD COUNTY)

BE IT REMEMBERED, that on this 29th day of March, 2023, before me, the undersigned, a Notary Public in and for the County and State aforesaid came Shawn Naccarato, Chief Strategy Officer of Pittsburg State University, a Kansas state educational institution, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument of writing on behalf of said Kansas state educational institution, and such person duly acknowledged the execution of the same to be the act and deed of said Kansas state educational institution.

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

My Appointment Expires: 12/01/2025

Mary Louise Widmar
Notary Public



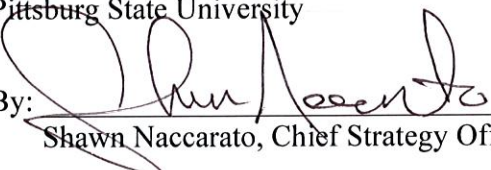
CERTIFICATION TO WAIVE ANNUAL INSTALLMENT PAYMENT

STATE OF KANSAS)
) SS
COUNTY OF CRAWFORD)

I, Shawn Naccarato, duly authorized representative of Pittsburg State University, a Kansas State educational institution, being of lawful age and duly sworn upon oath, do hereby certify and affirm the following to be true:

1. The City of Pittsburg, Kansas (hereinafter referred to as the "City") and Pittsburg State University, a state educational institution, (hereinafter referred to as "PSU") entered into as of the 14th day of April, 2020, the First Amended and Restated Loan Agreement (hereinafter referred to as "City Loan") to assist PSU with renovations and reconstruction of approximately 8,100 square feet of vacant space on the ground floor of the Commerce Building located at the northwest corner of 4h Street and Broadway in Pittsburg, Kansas, into leasable commercial space (hereinafter referred to as "Project");
2. All City Loan proceeds were expended upon permanent fixed Project improvements, including, but not limited to flooring, electrical, fire suppression, plumbing, HVAC and/or windows;
3. All tenants located in the Project space are sales tax producing business entities; and
4. Commercial tenant occupancy in the Project space averaged at least 65% of the total Project space over the twelve (12) months of the year 2022.

Pittsburg State University

By: 
Shawn Naccarato, Chief Strategy Officer

Date: Feb 2, 2023

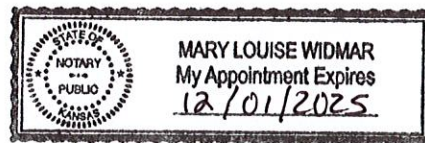
STATE OF KANSAS)
) ss:
CRAWFORD COUNTY)

BE IT REMEMBERED, that on this 2nd day of February, 2023, before me, the undersigned, a Notary Public in and for the County and State aforesaid came Shawn Naccarato, Chief Strategy Officer of Pittsburg State University, a Kansas state educational institution, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument of writing on behalf of said Kansas state educational institution, and such person duly acknowledged the execution of the same to be the act and deed of said Kansas state educational institution.

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

Mary Louise Widmar
Notary Public

My Appointment Expires: 12-01-2025



VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	3/24/2023			193089		
C-CHECK	VOID CHECK	V	3/24/2023			193090		
C-CHECK	VOID CHECK	V	3/24/2023			193098		
C-CHECK	VOID CHECK	V	3/30/2023			193114		
C-CHECK	VOID CHECK	V	3/30/2023			193125		
C-CHECK	VOID CHECK	V	3/30/2023			193126		

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	6 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: *	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			6	0.00	0.00	0.00
BANK: *		TOTALS:	6	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	3/30/2023			000000		1,215.43
0224	KDOR	D	3/27/2023			000000		8,535.57
0321	KP&F	D	3/31/2023			000000		47,947.10
0728	ICMA	D	3/31/2023			000000		1,866.57
1050	KPERS	D	3/31/2023			000000		45,159.29
3079	COMMERCE BANK	D	3/24/2023			000000		84,784.80
6415	GREAT WEST TANDEM KPERS 457	D	3/31/2023			000000		4,775.00
7290	DELTA DENTAL OF KANSAS INC	D	3/24/2023			000000		1,436.40
7290	DELTA DENTAL OF KANSAS INC	D	3/31/2023			000000		2,334.00
8526	HEALTH PLANS, INC	D	3/24/2023			000000		38,427.76
8526	HEALTH PLANS, INC	D	3/31/2023			000000		7,249.17
6059	CBIZ BENEFITS & INSURANCE SERV	E	3/27/2023			018209		6,360.00
6524	ELLIOTT EQUIPMENT COMPANY	E	3/27/2023			018210		305.17
8467	WASTE CORPORATION OF KANSAS, L	E	3/27/2023			018211		450.36
8710	JBT LEKTRO INC	E	3/27/2023			018212		1,631.83
0038	LEAGUE OF KANSAS MUNICIPALITIE	E	3/27/2023			018213		150.00
0046	ETTINGERS OFFICE SUPPLY	E	3/27/2023			018214		808.73
0054	JOPLIN SUPPLY COMPANY	E	3/27/2023			018215		1,459.50
0055	JOHN'S SPORT CENTER, INC.	E	3/27/2023			018216		7,236.10
0105	PITTSBURG AUTOMOTIVE	E	3/27/2023			018217		730.64
0112	MARRONES INC	E	3/27/2023			018218		198.50
0133	JIM RADELL CONSTRUCTION COMPAN	E	3/27/2023			018219		15,712.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0202	CLIFF HIX ENGINEERING INC	E	3/27/2023			018220		195.00
0335	CUSTOM AWARDS, LLC	E	3/27/2023			018221		25.00
0409	WISEMAN'S DISCOUNT TIRE INC	E	3/27/2023			018222		461.90
0577	KANSAS GAS SERVICE	E	3/27/2023			018223		16,943.96
0597	CORNEJO & SONS LLC	E	3/27/2023			018224		554.05
0746	CDL ELECTRIC COMPANY INC	E	3/27/2023			018225		187.00
0866	AVFUEL CORPORATION	E	3/27/2023			018226		26,214.21
1033	BOLLINGER GROUP, LLC	E	3/27/2023			018227		100.00
1478	KANSASLAND TIRE #1828	E	3/27/2023			018228		1,166.76
1792	B&L WATERWORKS SUPPLY, LLC	E	3/27/2023			018229		590.40
3261	PITTSBURG AUTO GLASS	E	3/27/2023			018230		500.00
4621	JCI INDUSTRIES INC	E	3/27/2023			018231		30,710.00
4766	ACCURATE ENVIRONMENTAL LLC	E	3/27/2023			018232		2,495.24
5014	MID-AMERICA SANITATION INC.	E	3/27/2023			018233		993.72
5420	AQUIONICS INC	E	3/27/2023			018234		1,461.48
5855	STERICYCLE, INC.	E	3/27/2023			018235		121.33
5855	STERICYCLE, INC.	E	3/27/2023			018236		252.34
5931	VOGEL HEATING & COOLING INC	E	3/27/2023			018237		140.09
6495	CIVICPLUS, LLC	E	3/27/2023			018238		25,215.82
6577	GREENSPRO INC	E	3/27/2023			018239		3,396.00
6846	GREENWAY ELECTRIC, INC.	E	3/27/2023			018240		4,431.89
6851	SCHULTE SUPPLY INC	E	3/27/2023			018241		546.24

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7038	SIGNET COFFEE ROASTERS	E	3/27/2023			018242		110.00
7151	QUADIENT FINANCE USA INC	E	3/27/2023			018243		1,300.00
7284	TRANSYSTEMS CORPORATION	E	3/27/2023			018244		22,719.00
7995	HERITAGE TRACTOR INC	E	3/27/2023			018245		84.95
8046	CONVERGEONE, INC.	E	3/27/2023			018246		3,506.89
8130	CRAFCO INC	E	3/27/2023			018247		303.12
8309	MISSISSIPPI LIME COMPANY	E	3/27/2023			018248		8,710.73
8312	LYLE T. WALTHALL	E	3/27/2023			018249		350.00
8325	FLEET FUELS LLC	E	3/27/2023			018250		495.64
8457	PENSKE COMMERCIAL VEHICLES US,	E	3/27/2023			018251		70.37
8649	UPLINK, LLC	E	3/27/2023			018252		84.90
8211	UMB BANK N.A.	E	3/29/2023			018253		17,304.27
8236	NORTHGATE ASSOCIATES LLC	E	3/29/2023			018254		7,723.66
6528	GALE GROUP/CENGAGE	E	3/31/2023			018255		228.74
7567	MERIDIAN OIL & EQUIPMENT LLC	E	3/31/2023			018256		1,369.29
8232	BAYSINGERS POLICE SUPPLY INC	E	3/31/2023			018257		719.99
8528	SARANN AUTO LEASING, INC.	E	3/31/2023			018258		1,950.00
0046	ETTINGERS OFFICE SUPPLY	E	3/31/2023			018259		953.08
0087	FORMS ONE, LLC	E	3/31/2023			018260		606.24
0112	MARRONES INC	E	3/31/2023			018261		230.60
0133	JIM RADELL CONSTRUCTION COMPAN	E	3/31/2023			018262		2,491.00
0294	COPY PRODUCTS, INC.	E	3/31/2023			018263		1,734.01

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0746	CDL ELECTRIC COMPANY INC	E	3/31/2023			018264		1,477.80
0844	HY-FLO EQUIPMENT CO., INC.	E	3/31/2023			018265		6.98
2825	STATE OF KANSAS	E	3/31/2023			018266		477.23
2960	PACE ANALYTICAL SERVICES LLC	E	3/31/2023			018267		8,048.25
3126	W.W. GRAINGER, INC	E	3/31/2023			018268		154.65
4059	PSU - PRINTING & DESIGN SERVI	E	3/31/2023			018269		2,461.25
4307	HENRY KRAFT, INC.	E	3/31/2023			018270		499.97
5420	AQUIONICS INC	E	3/31/2023			018271		285.60
5519	TOTAL ELECTRONICS CONTRACTING	E	3/31/2023			018272		2,691.50
6389	PROFESSIONAL TURF PRODUCTS LP	E	3/31/2023			018273		142.52
6577	GREENSPRO INC	E	3/31/2023			018274		7,314.00
7038	SIGNET COFFEE ROASTERS	E	3/31/2023			018275		110.00
7427	OLSSON INC	E	3/31/2023			018276		2,570.38
8046	CONVERGEONE, INC.	E	3/31/2023			018277		450.00
8206	LINDE INC	E	3/31/2023			018278		3,965.20
8337	BLACKSTONE AUDIO, INC.	E	3/31/2023			018279		71.98
8457	PENSKE COMMERCIAL VEHICLES US,	E	3/31/2023			018280		28.00
6154	4 STATE MAINTENANCE SUPPLY INC	R	3/24/2023			193085		513.70
2876	CRAIG FARNSWORTH	R	3/24/2023			193086		329.50
0516	AMERICAN CONCRETE CO INC	R	3/24/2023			193087		8,066.75
0523	AT&T	R	3/24/2023			193088		11,542.47
5561	AT&T MOBILITY	R	3/24/2023			193091		148.20

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7856	BARDAVON HEALTH INNOVATIONS, L	R	3/24/2023			193092		150.00
5966	BERRY COMPANIES, INC.	R	3/24/2023			193093		44.86
8278	GERSON BOCANEGRA	R	3/24/2023			193094		25.00
5283	CLASS LTD	R	3/24/2023			193095		90.00
4263	COX COMMUNICATIONS KANSAS LLC	R	3/24/2023			193096		37.79
0095	CRAWFORD COUNTY TREASURER	R	3/24/2023			193097		2,444.00
7116	EMC INSURANCE COMPANIES	R	3/24/2023			193099		5,130.72
1108	EVERGY KANSAS CENTRAL INC	R	3/24/2023			193100		35.53
6809	RICHARD GILMORE	R	3/24/2023			193101		7,566.90
1	GOVERNMENT FINANCE OFFICERS	R	3/24/2023			193102		150.00
0380	KANSAS DEPARTMENT OF REVENUE	R	3/24/2023			193103		25.00
2877	KDHE - BUREAU OF WATER	R	3/24/2023			193104		20.00
1	MANESS, SADE	R	3/24/2023			193105		40.00
6536	POLYDYNE INC	R	3/24/2023			193106		5,030.28
5296	RFB CONSTRUCTION INC	R	3/24/2023			193107		9,317.05
1	SESAC	R	3/24/2023			193108		553.00
1	SUMRALL, NETTIE	R	3/24/2023			193109		35.00
6260	TRANE	R	3/24/2023			193110		857.00
8430	EQUIPMENTSHARE.COM, INC	R	3/24/2023			193111		161.11
1222	ALL SEASONS CARPET, LLC	R	3/30/2023			193112		12,919.78
0516	AMERICAN CONCRETE CO INC	R	3/30/2023			193113		12,791.52
8278	GERSON BOCANEGRA	R	3/30/2023			193115		25.00

VENDOR SET: 99 City of Pittsburg, KS
 BANK: 80144 BMO HARRIS BANK
 DATE RANGE: 3/23/2023 THRU 4/05/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1	BRUSH, TERRI	R	3/30/2023			193116		20.00
3516	CITY OF PITTSBURG	R	3/30/2023			193117		200.00
3516	CITY OF PITTSBURG	R	3/30/2023			193118		200.00
1	COLYER, ANDREA	R	3/30/2023			193119		37.04
4263	COX COMMUNICATIONS KANSAS LLC	R	3/30/2023			193120		99.70
0375	WICHITA WATER CONDITIONING	R	3/30/2023			193121		17.00
1	EIGHMY, JACQUELYN	R	3/30/2023			193122		68.64
7116	EMC INSURANCE COMPANIES	R	3/30/2023			193123		500.00
1108	EVERGY KANSAS CENTRAL INC	R	3/30/2023			193124		75,943.36
0845	JOCK'S NITCH	R	3/30/2023			193127		324.00
6377	SOUTHEAST KANSAS RECYCLING CEN	R	3/30/2023			193128		80.00
5589	CELLCO PARTNERSHIP	R	3/30/2023			193129		97.20
8430	EQUIPMENTSHARE.COM, INC	R	3/30/2023			193130		603.61
8663	DUSTIN TROUT	R	3/30/2023			193131		570.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	41	156,810.71	0.00	156,810.71
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	11	243,731.09	0.00	243,731.09
EFT:	72	255,547.05	0.00	255,547.05
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

VENDOR SET: 99 BANK: 80144	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
		124	656,088.85	0.00	656,088.85
BANK: 80144	TOTALS:	124	656,088.85	0.00	656,088.85

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3294	JOHN R SMITH	E	4/04/2023			018360		700.00
3668	MID AMERICA PROPERTIES OF PITT	E	4/04/2023			018361		1,078.00
6298	L. KEVAN SCHUPBACH	E	4/04/2023			018362		950.00
6464	PRO X PROPERTY SOLUTIONS, LLC	E	4/04/2023			018363		791.00
6916	STILWELL HERITAGE & EDUCATIONA	E	4/04/2023			018364		173.00
8005	REMINGTON SQUARE APARTMENTS OF	E	4/04/2023			018365		524.00
8080	SUNNYVALE INVESTMENT PROPERTIE	E	4/04/2023			018366		1,300.00
8549	JENNIFER STOOKEY	E	4/04/2023			018367		750.00
4636	EVERGY KANSAS CENTRAL INC. (HA	R	4/03/2023			193138		315.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1	315.00	0.00	315.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	8	6,266.00	0.00	6,266.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

VENDOR SET: 99 BANK: EHV TOTALS:	NO 9	INVOICE AMOUNT 6,581.00	DISCOUNTS 0.00	CHECK AMOUNT 6,581.00
BANK: EHV TOTALS:	9	6,581.00	0.00	6,581.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5906	JOHN HINRICHS	E	4/04/2023			018281		175.00
5961	LAWRENCE A VANBECELAERE	E	4/04/2023			018282		49.00
7581	REX LINVILLE	E	4/04/2023			018283		1,450.92
7717	LAWRENCE E GIGER	E	4/04/2023			018284		585.00
7837	MARJI RENTALS, LLC	E	4/04/2023			018285		251.00
8498	PITTSBURG HIGHLANDS GP, LLC	E	4/04/2023			018286		2,514.00
8512	GORILLA GRIP LLC	E	4/04/2023			018287		550.00
8580	GARY MORRISON REAL ESTATE, INC	E	4/04/2023			018288		639.00
8582	GARY K CONNER	E	4/04/2023			018289		1,134.00
0372	CONNER REALTY	E	4/04/2023			018290		950.00
1008	BENJAMIN M BEASLEY	E	4/04/2023			018291		1,006.00
1231	JOHN LOVELL	E	4/04/2023			018292		568.00
1609	PHILLIP H. O'MALLEY	E	4/04/2023			018293		2,741.00
2542	YOST PROPERTIES	E	4/04/2023			018294		28.00
3142	COMMUNITY MENTAL HEALTH CENTER	E	4/04/2023			018295		691.00
3162	TOM YOAKAM	E	4/04/2023			018296		641.00
3218	CHERYL L BROOKS	E	4/04/2023			018297		170.00
3272	DUNCAN HOUSING LLC	E	4/04/2023			018298		3,095.00
3273	RICHARD F THENIKL	E	4/04/2023			018299		816.00
3294	JOHN R SMITH	E	4/04/2023			018300		1,275.00
3668	MID AMERICA PROPERTIES OF PITT	E	4/04/2023			018301		10,881.90
4054	MICHAEL A SMITH	E	4/04/2023			018302		1,479.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4492	PITTSBURG SENIORS LP	E	4/04/2023			018303		4,076.00
5393	ANGELES PROPERTIES LLC - HAP	E	4/04/2023			018304		2,582.96
5549	DELBERT BAIR	E	4/04/2023			018305		260.00
5658	DEANNA J HIGGINS	E	4/04/2023			018306		187.00
5676	BARBARA TODD	E	4/04/2023			018307		32.00
5817	JAMA ENTERPRISES LLP	E	4/04/2023			018308		317.00
5834	DENNIS TROUT	E	4/04/2023			018309		409.00
5957	PASTEUR PROPERTIES	E	4/04/2023			018310		4,399.00
6090	RANDAL BENNEFELD	E	4/04/2023			018311		194.00
6161	MICHAEL J STOTTS	E	4/04/2023			018312		154.00
6269	EDWARD SWOR	E	4/04/2023			018313		1,516.00
6298	L. KEVAN SCHUPBACH	E	4/04/2023			018314		12,770.59
6394	KEVIN R. HALL	E	4/04/2023			018315		1,972.00
6441	HEATHER MASON WHITE	E	4/04/2023			018316		975.00
6464	PRO X PROPERTY SOLUTIONS, LLC	E	4/04/2023			018317		13,839.50
6694	DELBERT BAIR	E	4/04/2023			018318		469.00
6708	CHARLES R. MERTZ	E	4/04/2023			018319		279.00
6877	CHRISTOPHER KYLE BATTAGLIA	E	4/04/2023			018320		1,000.00
6916	STILWELL HERITAGE & EDUCATIONA	E	4/04/2023			018321		2,125.00
7083	PITTSBURG HEIGHTS, LP	E	4/04/2023			018322		5,125.20
7112	RANDY VILELA BODY REPAIR, TRU	E	4/04/2023			018323		1,167.00
7294	AMMP PROPERTIES, LLC	E	4/04/2023			018324		1,000.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7312	JASON HARRIS	E	4/04/2023			018325		383.00
7326	RANDY ALLEE	E	4/04/2023			018326		951.00
7431	R&R RENTALS OF PITTSBURG LLC	E	4/04/2023			018327		131.00
7524	SOUTHEAST KANSAS COMMUNITY ACT	E	4/04/2023			018328		229.00
7554	TRAVIS R RIDGWAY	E	4/04/2023			018329		803.00
7582	KIRK A DUNCAN	E	4/04/2023			018330		233.00
7587	DAVID RUA	E	4/04/2023			018331		488.00
7645	SEWARD RENTALS, LLC	E	4/04/2023			018332		1,243.00
7654	A & R RENTALS, LLC	E	4/04/2023			018333		2,797.65
7669	CHARLES GILMORE	E	4/04/2023			018334		599.00
7741	SUSAN E ADAMS	E	4/04/2023			018335		175.00
7864	CB HOMES LLC	E	4/04/2023			018336		800.00
7866	JAMES MICHAEL HORTON	E	4/04/2023			018337		4,785.48
7918	CITY OF LEAVENWORTH	E	4/04/2023			018338		1,462.34
8005	REMINGTON SQUARE APARTMENTS OF	E	4/04/2023			018339		9,618.00
8080	SUNNYVALE INVESTMENT PROPERTIE	E	4/04/2023			018340		7,593.08
8174	MICHAEL A SMITH	E	4/04/2023			018341		265.00
8329	CHARLES P. SIMPSON	E	4/04/2023			018342		461.00
8402	BEVERLY D PETERSON	E	4/04/2023			018343		159.00
8426	JOHN F KENNEDY	E	4/04/2023			018344		302.00
8455	WILLIAM JOSHUA JAMESON	E	4/04/2023			018345		233.00
8492	RUSSELL F. MIZE	E	4/04/2023			018346		393.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8502	JON BARTLOW	E	4/04/2023			018347		342.00
8520	MATTHEW A SANCHEZ	E	4/04/2023			018348		450.00
8601	GAUTAM YADAV	E	4/04/2023			018349		513.00
8603	NICHOLAS KNEDGEN	E	4/04/2023			018350		290.00
8627	STEVEN MARIUCCI	E	4/04/2023			018351		526.00
8634	WAYNE L STORM	E	4/04/2023			018352		368.00
4636	EVERGY KANSAS CENTRAL INC. (HA	R	4/03/2023			193132		2,656.20
7616	STEVE KUPLEN	R	4/03/2023			193133		606.00
8177	MISSISSIPPI REGIONAL HOUSING A	R	4/03/2023			193134		594.38
8427	RENT-MOORE LLC	R	4/03/2023			193135		1,167.00
6451	NAZAR SAMAN	R	4/03/2023			193136		2,052.00
0472	LARRY SPRESSER	R	4/03/2023			193137		752.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	6	7,827.58	0.00	7,827.58
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	72	123,132.62	0.00	123,132.62
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: HAP TOTALS:	78	130,960.20	0.00	130,960.20
BANK: HAP TOTALS:	78	130,960.20	0.00	130,960.20

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3668	MID AMERICA PROPERTIES OF PITT	E	4/04/2023			018353		1,900.00
4492	PITTSBURG SENIORS LP	E	4/04/2023			018354		573.00
5393	ANGELES PROPERTIES LLC - HAP	E	4/04/2023			018355		625.00
5534	SYCAMORE VILLAGE RES LP	E	4/04/2023			018356		155.00
6298	L. KEVAN SCHUPBACH	E	4/04/2023			018357		700.00
7083	PITTSBURG HEIGHTS, LP	E	4/04/2023			018358		1,170.00
7866	JAMES MICHAEL HORTON	E	4/04/2023			018359		700.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	7	5,823.00	0.00	5,823.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: TBRA TOTALS:	7	5,823.00	0.00	5,823.00
BANK: TBRA TOTALS:	7	5,823.00	0.00	5,823.00
REPORT TOTALS:	218	799,453.05	0.00	799,453.05

Passed and approved this 11th day of April, 2023.

Ron Seglie, M.D., Mayor

ATTEST:

Tammy Nagel, City Clerk

THE CITY/COUNTY OF _____, KANSAS

RESOLUTION NO. _____

RESOLUTION CERTIFYING LEGAL AUTHORITY
TO APPLY FOR THE 2023 KANSAS
SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
FROM THE KANSAS DEPARTMENT OF COMMERCE
AND AUTHORIZING THE MAYOR/COMMISSIONER
TO SIGN AND SUBMIT SUCH AN APPLICATION

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

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

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

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

THE APPLICANT hereby dedicates \$ _____ in cash funds from Point Forward Inc. and \$ _____ in force account labor for same.

APPROVED BY THE GOVERNING BODY OF THE CITY/COUNTY OF _____
KANSAS, this ____ day of _____, 20____.

APPROVED _____
MAYOR/COMMISSIONER

ATTEST _____

(SEAL)

THE CITY/COUNTY OF _____, KANSAS

CITY OF PITTSBURG, KANSAS

RESOLUTION NO. 1267

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

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

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

WHEREAS, The City/County of Pittsburg has determined that the annual operation and maintenance costs of the child care improvements are anticipated to be approximately \$ 21,000; and,

WHEREAS, The annual Harmony Childcare budget has been determined to be adequate to fund the operation and maintenance of the child care improvements,

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

ADOPTED BY THE GOVERNING BODY OF THE CITY/COUNTY OF PITTSBURG, KANSAS THIS 11TH DAY OF APRIL, 2023.

ATTEST:

MAYOR/COMMISSIONER

CITY CLERK/COUNTY CLERK

(SEAL)

STATEMENT OF ASSURANCES AND CERTIFICATIONS

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

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

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

- (n) The regulations, policies, guidelines and requirements of 2 CFR Part 200 and A-122 as they relate to the acceptance and use of federal funds under this federally assisted program;
 - (o) The American Disabilities Act (ADA) (P.L. 101-336: 42 U.S.C. 12101) provides disabled people access to employment, public accommodations, public services, transportation, and telecommunications;
- (7) The conflict of interest provisions of 24 CFR 570.489 apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or sub recipients which are receiving CDBG funds. None of these persons may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter, and that it shall incorporate or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this certification;
 - (8) It will comply with the provisions of the Hatch Act that limits the political activity of employee;
 - (9) It will comply with the provisions of 24-CFR-200.
 - (10) It will give the state, HUD, and the Comptroller General or any authorized representative access to and the right to examine all records, books, papers, or documents related to the grant;
 - (11) It will comply with the lead-based paint requirements of 24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Hazard Elimination Act (42 U.S.C. 4801 et seq.).
 - (12) The local government will not attempt to recover any capital costs of public improvements assisted in whole or in part with CDBG funds by assessing properties owned and occupied by low- and moderate-income persons unless: (a) CDBG funds are used to pay the proportion of such assessment that relates to non CDBG funding or; (b) the local government certifies to the state that, for the purposes of assessing properties owned and occupied by low- and moderate-income persons who are not very low-income, that the local government does not have sufficient CDBG funds to comply with the provision of (a) above.
 - (13) It accepts the terms, conditions, selection criteria, and procedures established by this program description and that it waives any right it may have to challenge the legitimacy and the propriety of these terms, conditions, criteria, and procedures in the event that its application is not selected for CDBG funding.

- (14) It will comply with the regulations, policies, guidelines, and requirements with respect to the acceptance and use of federal funds for this federally assisted program.
- (15) It will comply with all parts of Title I of the Housing and Community Development Act of 1974, as amended, which have not been cited previously as well as with other applicable laws.

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

_____ Signature, Chief Elected Official	_____ Name (typed or printed)
_____ Title	_____ Date

To Whom It May Concern:

As Chief Elected Official of the City/County of _____, I hereby certify that I have knowledge of all activities in the above-referenced application. I also certify that I am aware that the regulations of the CDBG program prevent the use of any facility built or rehabilitated with CDBG funds, or any portion thereof, to be used for the conduct of official business. I therefore certify that no portion of the above application violates this regulation.

Mayor

ATTEST:

City Clerk

(Minimum required by all applicants for funding – must be submitted with application)

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

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

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

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

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

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

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

As chief official of the jurisdiction, I hereby certify that the above plan was officially adopted by the jurisdiction of _____ on the _____ day of _____, _____.

Date: _____ Signature – Chief Elected Official: _____

Applicant/Recipient Disclosure/Update Report

U.S. Department of Housing
and Urban Development

OMB Approval No. 2510-0011 (exp. 11/30/2018)

Instructions. (See Public Reporting Statement and Privacy Act Statement and detailed instructions on page 2.)

Applicant/Recipient Information

Indicate whether this is an Initial Report ☐ or an Update Report ☐

1. Applicant/Recipient Name, Address, and Phone (include area code):	2. Social Security Number or Employer ID Number:
3. HUD Program Name	4. Amount of HUD Assistance Requested/Received
5. State the name and location (street address, City and State) of the project or activity:	

Part I Threshold Determinations

1. Are you applying for assistance for a specific project or activity? These terms do not include formula grants, such as public housing operating subsidy or CDBG block grants. (For further information see 24 CFR Sec. 4.3). <input type="checkbox"/> Yes <input type="checkbox"/> No	2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD), involving the project or activity in this application, in excess of \$200,000 during this fiscal year (Oct. 1 - Sep. 30)? For further information, see 24 CFR Sec. 4.9 <input type="checkbox"/> Yes <input type="checkbox"/> No.
---	--

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

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

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

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

(Note: Use Additional pages if necessary.)

Part III Interested Parties. You must disclose:

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

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

(Note: Use Additional pages if necessary.)

Certification

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

I certify that this information is true and complete.

Signature: X	Date: (mm/dd/yyyy)
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Kansas Department of Commerce
Community Development Block Grant (CDBG) Program
1000 S.W. Jackson St., Suite 100
Topeka, KS 66612-1354

DETERMINATION OF LEVEL OF REVIEW

ENVIRONMENTAL REVIEW RECORD (ERR)

Grantee Name & Project Number: _____

Project Location: _____

Project Description:

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

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

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

_____ Chief Elected Official (print name/title)	_____ Chief Elected Official's Signature
_____ Date	

Inter-Local Agreement

This Agreement, made and entered into this _____ day of _____, 2023 by and between City of Pittsburg, Kansas, hereinafter called the "Grantee" and Point Forward, Inc., hereinafter called the "Sub-grantee A," and Harmony Childcare Inc., hereinafter called "Sub-grantee B."

Whereas, the Grantee has applied to receive a 2023 Community Development Block Grant from the State of Kansas, and it is the Grantee's desire to relinquish certain responsibilities as allowed by the program and the State statutes,

Whereas, Sub-grantee A is the building owner (lessor),

Whereas, Sub-grantee B is the childcare operator (lessee),

Whereas, the Sub-grantee's will benefit from the grant proceeds and finds it in the best interest of both parties to assume these responsibilities;

Now, therefore, the parties agree as follows:

- (1) In addition to the above, the Grantee agrees to retain all financial responsibilities of the grant program, with the understanding that all invoices must be paid through the Grantee's established method.
- (2) In addition to the above, the Grantee agrees to carry out the responsibilities of the Responsible Entity for the ERR.
- (3) Sub-grantee A shall be responsible for the procurement and contracting of services necessary for the completion of the project. All procurement and contracting will comply with CDBG rules and regulations.
- (4) Responsibilities that may not be listed in the Grant Agreement, but which the Sub-grantee's agrees to carry out on the behalf of the Grantee are as follows:
 - a. Sub-grantee A owns the land where the building will be constructed and agrees to construct the building being constructed for the childcare project as a result of the Community Development Block Grant.
 - b. Sub-grantee A shall provide \$966,016.00 of the matching funds detailed in the Child Care Community Development Block Grant application submitted to the Kansas Department of Commerce.
 - c. Sub-grantee B agrees to be responsible for the care and maintenance of the building as outlined in a separate lease agreement.
 - d. Sub-grantee B agrees to carry insurance on the building in the amount of the original cost of the building and agrees to pay all premiums. The City of Pittsburg is to be named as loss payee.

- e. Kansas Department of Commerce requires the Grantee to follow Community Development Block Grant procedures throughout the project. As such, the Subgrantee's also agrees to follow all applicable procedures of the Community Development Block Grant Program.

The Grantee also acknowledges, as part of this Agreement, that liability for the grant is wholly within its realm; and the Sub-grantee hereby assumes responsibility to see all terms listed herein are met, with the above exceptions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year indicated above.

Applicant

Sub-Grantee A

Attest: _____

Attest: _____

Sub-Grantee B

Attest: _____

**AGREEMENT FOR ADMINISTRATIVE CONSULTING SERVICES
FOR A 2023 KANSAS SMALL CITIES COMMUNITY DEVELOPMENT BLOCK
GRANT PROJECT FOR A NON-PROFIT CHILDCARE PROJECT
(CDBG PROJECT NO. TBD)**

THIS AGREEMENT is made this ____ day of _____, **2023**, by and between the Southeast Kansas Regional Planning Commission, hereinafter referred to as Administrative Consultant, and the City of Pittsburg, Kansas, hereinafter referred to as City.

WHEREAS, the City desires to engage in a community improvement project described as the Non-Profit Childcare project.

WHEREAS, the project is being funded in part by a 2023 Kansas Small Cities Community Development Block Grant (CDBG), awarded on TBD.

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

I. UTILIZATION OF CDBG FUNDS

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

II. TERMINATION OF CONTRACT

A. WITHOUT CAUSE

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

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

B. FOR CAUSE

Termination for cause shall mean:

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

Upon the termination of this Agreement for cause, the Administrative Consultant shall be entitled to receive any funds still due and owing pursuant to Paragraph 8, subject to the following terms and conditions. If the termination for cause is a result of the Administrative Consultant's failure to appropriately perform any obligation of this Agreement, the result of which causes the City to

receive a penalty or fine, or incur damages or unanticipated expenses, then the City shall have the right to retain sufficient funds to cover the fine, penalty, damages or expenses, including a reasonable attorney's fee.

C. AFTER TERMINATION

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

III. CHANGES

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

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

IV. PERSONNEL AND ASSIGNABILITY

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

V. SERVICES PROVIDED BY THE ADMINISTRATIVE CONSULTANT

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

A. GRANT AWARD

- 1. Prepare the Kansas Small Cities Community Development Block Grant contractual agreement between the Kansas Department of Commerce and the City in accordance with KDOC's Condition Letter.
- 2. Assist the City in the preparation of the Financial Management Checklist and Signature Forms.

3. Prepare the Project Budget.
4. Prepare any other documents that KDOC may require from time to time.

B. ENVIRONMENTAL

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

C. PRECONSTRUCTION

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

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

D. CONSTRUCTION

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

E. CLOSE-OUT

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

VI. RECORDS AND AUDITS

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

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

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

VII. COMPLIANCE WITH LAWS

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

A. EXECUTIVE ORDER 11246, AS AMENDED

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

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

B. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

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

C. TITLE VIII OF THE CIVIL RIGHTS ACT OF 1968 (FAIR HOUSING ACT)

As amended, prohibits discrimination in the sale, rental and financing of dwellings based on race, color, religion, sex or national origin. Title VIII was amended in 1988 (effective March 12, 1989) by the Fair Housing Amendments Act, which: expanded the coverage of the Fair Housing Act to

prohibit discrimination based on disability or on familial status (presence of child under age of 18, and pregnant women); established new administrative enforcement mechanisms with HUD attorneys bringing actions before administrative law judges on behalf of victims of housing discrimination; and revised and expanded Justice Department jurisdiction to bring suit on behalf of victims in Federal district courts.

D. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

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

E. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

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

F. AGE DISCRIMINATION ACT OF 1975, AS AMENDED

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

G. FAIR HOUSING AMENDMENTS ACT OF 1988

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

H. EXECUTIVE ORDER 11063

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

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

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

J. KANSAS ACT AGAINST DISCRIMINATION

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

K. COPYRIGHT RESTRICTION

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

L. INTEREST OF MEMBERS OF A City GOVERNMENT

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

M. INTEREST OF ADMINISTRATIVE CONSULTANT AND EMPLOYEES

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

Administrative Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

N. SECTION 503 OF THE REHABILITATION ACT OF 1973

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

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

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

P. KANSAS ACT AGAINST DISCRIMINATION

It is a policy of the State of Kansas that requires all employers, labor organizations, employment agencies, realtors, financial institutions, or other persons covered by the Act to assure equal opportunities and encourage every citizen regardless of race, religion, color, sex, age, physical disability, national origin, or ancestry, to secure and hold – without discrimination, segregation, or separation – employment in any field of work of labor for which they are properly qualified, the opportunity for full and equal public accommodations, and to assure full and equal opportunities in housing.

VIII. FEES

The City agrees to pay the Administrative Consultant the sum of **Twenty-Five Thousand** Dollars (\$25,000) as the total agreement amount charged for the services outlined in Section V. of this Agreement. As prescribed by the requirements of the Kansas Department of Commerce Small Cities CDBG Program, the City will be billed incrementally for this total Agreement amount as follows:

- \$3,000** upon completion of the environmental review
- \$4,500** upon publication of the Invitation to bid
- \$4,500** upon the City's approval of the first construction pay estimate.
- \$5,500** when project construction is 50% complete.
- \$4,300** upon the City's approval of the Notice of Substantial Completion and prior to close-out.
- \$3,200** upon submission of the close-out packet after the close-out public hearing.

IX. NON-EXECUTION OF CDBG AGREEMENT

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

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

**SOUTHEAST KANSAS REGIONAL PLANNING
COMMISSION**

CITY OF PITTSBURG, KANSAS

Chairman

Mayor

ATTEST:

ATTEST:

Secretary/Treasurer

City Clerk



Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Economic Development Director

DATE: April 5, 2023

SUBJECT: April 11, 2023 Agenda Item
Raven Copeland, LLC project

Local business owner Raven Copeland has proposed a significant renovation of the dilapidated property at 106 West 3rd Street. The project is valued at \$253,000, and will improve the commercial space on the first floor, along with three upstairs apartments. A significant amount of exterior building work is expected as well.

Mr. Copeland recently applied for incentives from the Revolving Loan Fund. The Economic Development Advisory Committee (EDAC) considered this request at its April 5 meeting and recommended reimbursing Mr. Copeland 10% of the total project costs, with the City's investment not to exceed \$25,300. The funds will be reimbursed to Raven Copeland, LLC, as that is the entity which owns the property.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, April 11, 2023. Action being requested is approval or denial of the EDAC recommendation.

106 W 3rd St. RLF Application for Raven Copeland

Hello,

I will introduce myself and provide some information about my plans for the building. My business is Raven's Glass and I began vending at renaissance festivals all around the US in 2007. I make glass figurines, jewelry, and marbles. I own booths at 6 of the largest festivals in the country; Arizona, Colorado, Minnesota, Dallas and Houston, Texas, and Maryland Renaissance Festivals. My partner is from Pittsburg and we moved here and bought a home in 2020 when the pandemic shut everything down. I have trained an amazing crew and am able to focus on producing work here at home while still operating my festival booths.

I purchased the building in 2022 with the intent to renovate it and open an art studio and production facility. I have a local ceramic artist who plans to rent space in the building and we both plan to teach classes and offer rental space for other artists to work.

The upstairs has three 1 bedroom apartments, which I plan to renovate and update as well.

The cost of this project has been a lot higher than I imagined, but I am still very excited about completing it. The goal is to create a self-sustaining business that will operate for many decades to come. If all goes well I plan to open by the end of this year.

Thank you for considering my application. Please let me know if there is any more information that you require!

Sincerely,

Raven Copeland

madglasser@gmail.com

620 875 2714



**APPLICATION FOR LOAN
CITY OF PITTSBURG, KANSAS
ECONOMIC DEVELOPMENT REVOLVING LOAN FUND
(SALES TAX)**

I. GENERAL INFORMATION

1. Raven Copeland 2/27/2023
Name of Applicant Firm Date of Request
2. 608 W. 2nd St. Pittsburg, KS 66762 620 875 2714
Firm Address Firm Phone Number
3. Names and addresses of all persons or corporation who would be obligated as either applicant or personal guarantors of loans:

<u>Raven Copeland</u>	<u>608 W. 2nd St. Pittsburg, KS 66762</u>
<u>Name</u>	<u>Address</u>
<u> </u>	<u> </u>
<u>Name</u>	<u>Address</u>
4. Names and addresses of the principal officers and directors of the applicant:

<u> </u>	<u> </u>
<u>Name</u>	<u>Address</u>
<u> </u>	<u> </u>
<u>Name</u>	<u>Address</u>
<u> </u>	<u> </u>
<u>Name</u>	<u>Address</u>
5. Nature of applicant's business: Glass and ceramic art studio and school.
6. The products to be assembled or manufactured or service to be rendered:
Glass and ceramic art classes and production.
7.
Applicant's Attorney Phone Number
8.
Applicant's Financial Advisor Phone Number

7. If the applicant will be in direct competition with local firms,

(a) Name of firms: _____

(b) Describe nature of the competition: _____

IV. LOAN ANALYSIS

1. Has a financial advisor submitted an analysis indicating the need for the loan, the advisability of the loan or benefit to the applicant of the loan?

(If yes, attach a copy to this application.)

2. Has additional financing, whether internally generated or through other loans, been arranged? (If yes, explain on an attached sheet)

3. Has the applicant investigated conventional financing?

V. PROPOSED LOCATION

1. Location of the proposed facility: 106 W 3rd St. Pittsburg KS 66762

2. If the facility is a proposed expansion or replacement of another plant, state size and location of current operations:

3. What percentage of the facility will be occupied by the applicant? 100%

4. Is the prospective location properly zoned? yes

5. If a zoning change is pending, cite application number and present status. If application has not been made, briefly describe what change will be needed and plans for submitting application:

6. If unusual demands for water or sewer services or police or fire protection will be made, specify the demands:

VI. OWNERSHIP AND MANAGEMENT

1. Describe the organizational structure of applicant (proprietorship, partnership, subsidiary, corporation, etc.):

Sole proprietor, single entity LLC.

Note relationship to a parent company: _____

2. What portion of the project is being financed from other company funds (in addition to this loan)?

\$ 253,000

Please explain I am personally funding the complete project. I am applying for the 10% RLF rebate.

3. Describe all threatened or outstanding litigation

4. Attach proforma statements for the first three (3) years of operation after issuance of the loan, including revenue projections, operating expense projections and a debt amortization schedule.

VII. MEASURE OF ECONOMIC GROWTH AND BENEFIT

1. What dollar amount of sales is contemplated? _____

2. What percentage of sales will be sold locally? _____

3. What is the estimated amount of merchandise and services purchased locally, per year?

4. How many people will the project employ:

Type: Professional _____

Technical _____

Clerical _____

General Labor _____

5. Number of current full-time employees at applicant's present location:

6. What is ratio of loan fund dollars to jobs created?

VIII. In order to facilitate the timely processing of the application, please attach as part of the proposal the following items:

1. Copies of applicant's financial statements for the past three years certified as correct by the owner or an authorized officer.
2. Applicant's most recent annual or quarterly financial report.
3. Interim financial statements, to date, for the current fiscal year.
4. Financial statements, current to date, for each personal guarantor, on forms, certified by a Certified Public Accountant or the guarantor.
5. Copies of both federal and state income tax returns filed by applicant and each personal guarantor during the past three years.
6. In certain cases, due to the size of the loan, audited financials may be required.
7. Completed business plan with three year financial projections.
8. Loan (if approved) must be personally guaranteed.

IX. Applicant should be aware that additional financial data shall be required if requested by the City Manager, City Attorney or any other persons authorized by the City of Pittsburg, Kansas, including the Economic Development Revolving Loan Fund (Sales Tax) Committee (EDAC).

X. Attached hereto is a copy of the Collateral Requirements for the Economic Development Revolving Loan Fund (Sales Tax) for informational purposes. HOWEVER, APPLICANT ACKNOWLEDGES AND AGREES THAT SAID REQUIREMENTS AS WELL AS THIS APPLICATION ARE A SET OF GUIDELINES AND ANY OF THE PROVISIONS STATED THEREIN MAY BE WAIVED OR ADDED TO AT THE DISCRETION OF THE PITTSBURG CITY COMMISSION.

- XI. EACH APPLICANT ALSO EXPRESSLY AGREES AND UNDERSTANDS THAT THE CITY'S MONETARY PLEDGE OF MONIES FROM THE FUND AND COMMITMENTS MADE IN ANY AGREEMENT SHALL BE CONTINGENT UPON THE CITY CONTINUING TO COLLECT THE ONE-HALF CENT CITY RETAILERS' SALES TAX; AND APPLICANT ACKNOWLEDGES THAT SAID SALES TAX MAY BE DISCONTINUED AS PROVIDED BY THE PROVISIONS OF K.S.A. 12-187 et. seq. AND AMENDMENTS THERETO, AT ANY TIME.

Signature

Date

2/27/23

Title

owner