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CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, May 25, 2010
5:30 PM

CALL TO ORDER BY THE MAYOR:

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

CONSENT AGENDA:

- a. Approval of the minutes of the May 11, 2010, City Commission meeting.
- b. Approval of Resolution No. 1102, relating to the designation of certain public parking spaces as handicapped parking spaces by adding additional spaces (first two parking spaces east of the alley in the southernmost row of parking spaces in City Parking Lot #7 located between 5th Street and 6th Street adjacent to Locust Street).
- c. Approval of Resolution No. 1103 authorizing and providing for the public sale of Temporary Notes, Series 2010A of The City of Pittsburg, Kansas, setting forth the details of said sale; and providing for the giving of notice thereof.
- d. Staff is requesting permission to pursue a 2010 Edward Byrne Memorial Justice Grant. The Co-awarded grant is shared with the Crawford County Sheriff's Department and is a 100 percent award with no matching funds required. The potential 2010 award is \$16,381 with the police department receiving \$8,190.50. **Approve or disapprove staff request.**
- e. Approval of the reappointment of Janice Jewett to a second two-year term as a member of the Library Board of Trustees effective immediately.
- f. Approval of the bid for the annual purchase of Hydrated Lime for use at the Wastewater Treatment Plant to U.S. Lime Company-St. Clair, of Dallas, Texas, on the basis of their low bid meeting specifications of \$145.00 per ton, and authorize the issuance of the necessary purchase order.
- g. Approval of the bid for the annual purchase of Biological Treatment for use at the Wastewater Treatment Plant to Share Corporation, of Milwaukee, Wisconsin, on the basis of their low bid meeting specifications of \$3.15 per pound, and authorize the issuance of the necessary purchase order.

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, May 25, 2010
5:30 PM

- h. Approval of the bid for the annual purchase of Polymer for use at the Wastewater Treatment Plant to SNF Polydyne, Inc., of Riceboro, Georgia, on the basis of their low bid meeting specifications of \$1.19 per pound, and authorize the issuance of the necessary purchase order.
- i. Approval of low bids meeting specifications for the annual purchase of chemicals for use at the Water Treatment Plant as follows: Liquid Chlorine to Brenntag Mid-South, Inc., of Springfield, Missouri, for \$27.05 per 100 lbs.; Sodium Fluorosilicate to Brenntag Mid-South, Inc., of Springfield, Missouri, for \$44.00 per 100 lbs.; Lime (Calcium Oxide) to U.S. Lime Company-St. Clair, of Dallas, Texas, for \$140.00 per ton; Ferric Sulfate to Brenntag Mid-South, Inc., of Springfield, Missouri, for \$29.25 per 100 lbs.; Liquid Carbon Dioxide to Airgas Midsouth, of Pittsburg, Kansas, for \$120.00 per ton; Aluminum Sulfate to Brenntag Mid-South, Inc., of Springfield, Missouri, for \$29.27 per 100 lbs.; and Liquid Polymeric Phosphate to Simply Aquatics, Inc., of Kirbyville, Texas, for \$58.50 per 100 lbs.; and authorize the issuance of the necessary purchase orders.
- j. Approval of staff request to enter into an agreement with Cy Young Industries Inc. to reupholster the seats on the lower level of Memorial Auditorium & Convention Center.
- k. Approval of the Appropriation Ordinance for the period ending May 26, 2010, subject to the release of HUD expenditures when funds are received.
ROLL CALL VOTE.

SPECIAL PRESENTATIONS:

- a. 2009 COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR)- Karen Linn of Berberich Trahan & Company, the City's auditing firm, will be present to review the 2009 audit and Comprehensive Annual Financial Report (CAFR). **Receive for file.**
- b. KDHE LEAD TESTING CONTRACT - Dr. John Bailey will discuss a pending contract with KDHE regarding lead testing in Pittsburg. **Take that action deemed appropriate.**

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, May 25, 2010
5:30 PM

- c. HOMELAND SECURITY ASSISTANCE TO FIREFIGHTERS GRANT - Fire Chief Scott Crain will provide a verbal update regarding the receipt of a Homeland Security Assistance to Firefighters Grant to be used to purchase a new fire truck. **Take that action deemed appropriate.**

CONSIDER THE FOLLOWING:

- a. SALES TAX ELECTION QUESTION WORDING - Consider possible wording for the sales tax election question. **Take that action deemed appropriate.**
- b. DONATION AGREEMENT - Staff is requesting Governing Body approval of a Donation Agreement between the City of Pittsburg and SKO Railroad, Inc. for the preparation and maintenance of a proposed hiking/biking trail which will extend from 11th and Broadway southwesterly to a point on Georgia Street south of 2nd Street. **Approve or disapprove Donation Agreement and, if approved, authorize the Mayor to sign the agreement on behalf of the City of Pittsburg.**
- c. WEB SITE CONTRACT - Staff is requesting authorization to enter into a contract with CivicPlus for the construction of a new web site for the City in an amount not to exceed \$40,000. **Approve or disapprove staff request.**

NON-AGENDA REPORTS & REQUESTS:

ADJOURNMENT

OFFICIAL MINUTES
OF THE
GOVERNING BODY
OF THE
CITY OF PITTSBURG, KANSAS
May 11, 2010

A Regular Session of the Board of Commissioners was held at 5:30 p.m., Tuesday, May 11th, 2010, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor Patrick O'Bryan presiding and the following members present: Marty Beezley, Pamela Henderson, and William H. Rushton. Absent: Rudy Draper.

Larry DeOrnellis of the Church of God Holiness provided the invocation.

Mayor O'Bryan led the flag salute.

APPROVAL OF MINUTES – APRIL 27th, 2010 - On motion Beezley, seconded by Henderson, the Governing Body approved the minutes of the April 27th, 2010, City Commission Meeting as submitted. Motion carried. Absent: Draper.

DISPOSITION OF BIDS – GENERATOR MAINTENANCE – On motion of Beezley, seconded by Henderson, the Governing Body approved the low bid submitted by Mid America Power Systems and Services, of Riverside, Missouri, to provide the annual maintenance of six (6) generators located at City facilities throughout the City, on the basis of their low bid of \$3,576.00, and authorized the mayor to sign the contract on behalf of the City. Motion carried. Absent: Draper.

APPOINTMENT/REAPPOINTMENT TO COMMUNITY CORRECTIONS ADVISORY BOARD – On motion of Beezley, seconded by Henderson, the Governing Body reappointed Penny Armstrong to a second two-year term and appointed Larry Barrett to a first two-year term as members of the Community Corrections Advisory Board, effective immediately. Motion carried. Absent: Draper.

APPOINTMENT TO LIBRARY BOARD OF TRUSTEES – On motion of Beezley, seconded by Henderson, the Governing Body approved the appointment of Monica Murnan as a member of the Library Board of Trustees effective immediately. Motion carried. Absent: Draper.

APPROPRIATION ORDINANCE – On motion of Beezley, second by Henderson, the Governing Body approved the Appropriation Ordinance for the period ending May 12th, 2010, subject to the release of HUD expenditures when funds are received, with the following roll call vote: Yea: Beezley, Henderson, O'Bryan, and Rushton. Motion carried. Absent: Draper.

OFFICIAL MINUTES
OF THE
GOVERNING BODY
OF THE
CITY OF PITTSBURG, KANSAS
May 11, 2010

VIA CHRISTI HOSPITAL AGREEMENT – Following a verbal request by Debra L. Bainbridge, CFO and VP of Finance for Via Christi Hospital, on motion of Beezley, seconded by Henderson, the Governing Body entered into an agreement with Via Christi Hospital in which Via Christi Hospital will provide health services to low income individuals who are City residents and not eligible for benefits under Title XVIII of the Social Security Act or eligible for assistance under the Kansas plan under this title, and authorized the Mayor to sign the agreement on behalf of the City. Motion carried. Absent: Draper.

FACADE GRANT APPLICATION - 123 NORTH BROADWAY – On motion of Henderson, seconded by Beezley, the Governing Body approved the facade grant application submitted by Stacey Webb, owner of the property located at 123 North Broadway, in the amount of \$22,000.00, with the condition that the owner completes all work presented in the application, meets or increases financial contribution toward facility upgrade matching costs, complies with building and fire codes, and receives a positive historic preservation review, and authorized the Mayor to sign the appropriate documents. Motion carried. Absent: Draper.

KDOT 5-YEAR PLAN – After requesting public comment and receiving none, on motion of Rushton, seconded by Beezley, the Governing Body recommended staff submit the following projects to KDOT for consideration in the five-year plan listed in order of priority: (1) Atkinson Road Bridge, (2) Quincy Street from Broadway to Rouse; (3) Atkinson Road from County Road 200 to U.S. 69; (4) 20th Street from U.S. 69 to Locust; and (5) Rouse Street from Centennial to the south City limits. Motion carried. Absent: Draper.

RECEIPT OF DONATED PROPERTY – On motion of Rushton, seconded by Henderson, the Governing Body accepted the donation of land from Pepsi-Cola Bottling Co., Inc. of Pittsburg located at 11th and Broadway to be utilized as parking and a hiking/biking trailhead. Motion carried. Absent: Draper.

DISPOSITION OF BIDS – HOMER STREET IMPROVEMENT PROJECT – On motion of Henderson, seconded by Beezley, the Governing Body awarded the bid for the Homer Street Improvement Project from Ford Street to Deill Street to Mission Construction Co., of St. Paul, Kansas, based on their low bid of \$287,004.00 for the concrete option, and authorized the Mayor to execute the contract documents when prepared. Motion carried. Absent: Draper.

2011 BUDGET STUDY SESSIONS – It was the consensus of the Governing Body to hold a Study Session on July 13th, 2010 to discuss the 2011 Budget with an additional Study Session to be held on July 27th regarding the budget if needed. Absent: Draper.

OFFICIAL MINUTES
OF THE
GOVERNING BODY
OF THE
CITY OF PITTSBURG, KANSAS
May 11, 2010

NON-AGENDA REPORTS AND REQUESTS:

VANDALISM IN THE PARKS – Interim Director of Parks and Recreation Jeff Wilbert stated that several of the parks have been vandalized in the recent past.

LAKESIDE PARK PROJECT – Interim Director of Parks and Recreation Jeff Wilbert reported that the Boy Scouts have been working to clean Lakeside Park. The Parks and Recreation Department hosted a cookout to thank the boys for their work.

PRITCHETT TRUST – Interim Director of Parks and Recreation Jeff Wilbert announced that the Pritchett Trust has awarded a grant in the amount of \$4,000 to the Downtown Christmas Lights and a grant in the amount of \$12,500 to be used toward the Memorial Auditorium seat replacement.

MEMORIAL AUDITORIUM STUDY – Interim Director of Parks and Recreation Jeff Wilbert stated that a class at Pittsburg State University recently prepared a study of Memorial Auditorium. The study will be helpful in future planning at the Auditorium.

MEMORIAL AUDITORIUM STAIR PROJECT – Commissioner Henderson inquired as to when the front stairs at Memorial Auditorium will be complete. Interim Director of Parks and Recreation Jeff Wilbert indicated that the stairs should be complete and ready for use in the next few weeks.

PITTSBURG BEAUTIFUL – Mayor O'Bryan thanked members of Pittsburg Beautiful for planting flowers in the downtown urns.

SPRING CLEAN UP PROGRAM – Commissioner Beezley thanked staff for their efforts during the recent Spring Clean Up Program. She indicated that some residents are still placing unwanted items on the curb. Commissioner Beezley asked staff to place a notice in the newspaper that the program is complete for the year.

EXECUTIVE SESSION - On motion of Beezley, seconded by Rushton, the Governing Body recessed into Executive Session not to exceed 30 minutes for discussion regarding the confidential affairs of a partnership. Motion carried. Absent: Draper.

The Governing Body recessed into Executive Session at 6:17 p.m.

The Governing Body reconvened into Special Session at 6:39 p.m.

Mayor O'Bryan announced that no decisions were made and no votes were taken during the Executive Session.

OFFICIAL MINUTES
OF THE
GOVERNING BODY
OF THE
CITY OF PITTSBURG, KANSAS
May 11, 2010

ADJOURNMENT: On motion of Rushton, seconded by Henderson, the Governing Body adjourned the meeting at 6:40 p.m. Motion carried.

Patrick J. O'Bryan, Mayor

ATTEST:

Tammy Nagel, City Clerk



Interoffice Memorandum

TO: JOHN D. VANGORDEN
Interim City Manager

FROM: WILLIAM A. BEASLEY
Director of Public Works

DATE: May 19, 2010

SUBJECT: Agenda Item – May 25, 2010
Resolution No. 1102
Handicap Parking

The City of Pittsburg has received a request from a downtown business, The Doggie Bag, located at 510 N. Broadway, for two handicap parking spaces in City Parking Lot #7. The Doggie Bag uses a lot of elderly volunteers to operate this business. Many of those are disabled. They have requested two handicap parking spaces in Parking Lot #7 adjacent to their rear entrance.

In reviewing this request, staff is recommending that the first two stalls east of the alley on the southernmost row of parking spaces in City Lot #7 located between 5th Street and 6th Street adjacent to Locust Street be designated for handicap parking.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, May 25, 2010. Action necessary will be approval or disapproval of the attached Resolution No. 1102 designating the handicap parking spaces as requested.

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

Attachment: Resolution No. 1102

cc: Tammy Nagel, City Clerk
Troy Graham, Traffic and Communications Supervisor
Memo File

RESOLUTION NO. 1102

A Resolution amending Resolution No. 846, as amended, relating to the designation of certain public parking spaces as handicapped parking spaces by adding additional spaces.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF PITTSBURG, KANSAS that Resolution No. 846, as amended, is hereby amended with the following public parking spaces designated and marked as reserved for the use of handicapped persons pursuant to K.S.A. 8-1, 126, as amended, to-wit:

mmm) The first two parking spaces east of the alley in the southernmost row of parking spaces in City Parking Lot #7 located between 5th Street and 6th Street adjacent to Locust Street.

PASSED AND APPROVED this 25th day of May, 2010.

MAYOR – Patrick J. O'Bryan

ATTEST:

CITY CLERK – Tammy Nagel

RESOLUTION NO. 1103

A RESOLUTION AUTHORIZING AND PROVIDING FOR THE PUBLIC SALE OF TEMPORARY NOTES, SERIES 2010A OF THE CITY OF PITTSBURG, KANSAS, SETTING FORTH THE DETAILS OF SAID SALE; AND PROVIDING FOR THE GIVING OF NOTICE THEREOF.

BE IT RESOLVED by the Governing Body of the City of Pittsburg, Kansas (the "City"):

Section 1. That it is hereby determined to be necessary and, therefore, it is hereby authorized, directed and ordered, that Temporary Notes, Series 2010A in the maximum principal amount of One Million Twenty Thousand Dollars (\$1,020,000) (the "Notes") of the City, shall be sold at public sale and in the manner provided by law, on Tuesday, June 22, 2010, at 1:00 p.m. C.D.T. The Notes shall be dated July 15, 2010.

Section 2. That it is hereby further authorized, ordered and directed that, at the option of the City, the Summary Notice of Note Sale in substantially the form attached hereto and made a part hereof by reference as though fully set out herein, shall be published one time in The Morning Sun, the official newspaper of the City and/or one time in the Kansas Register.

Section 4. That the Mayor and other officers of the City are hereby authorized to provide for the preparation of an Official Statement, to be "deemed final" except for the omission of certain information as provided in the Securities and Exchange Commission Rule 15c2-12, and the Mayor and Clerk are hereby authorized to execute such Official Statement, with such changes thereto as such officials shall deem appropriate, and to use such document in connection with the offering of the Notes.

Section 5. That the officers and representatives of the City are hereby authorized and directed, after consultation with Springsted, as Financial Advisor and Nichols and Wolfe Chartered, as Bond Counsel, to take such other action as may be necessary to carry out the offering for sale of the Notes.

Section 6. That it is hereby further authorized, ordered and directed that copies of the Official Statement, Official Notice of Note Sale and the City's bid form for this issue of Notes, be distributed to prospective bidders of the Notes.

ADOPTED THIS 25th day of May, 2010.

CITY OF PITTSBURG, KANSAS

ATTEST:

Mayor

City Clerk

(SEAL)



Interoffice Memorandum

TO: City Commission
Interim City Manager John Van Gorden

FROM: Chief of Police Mendy Hulvey

DATE: May 25, 2010

SUBJECT: 2010 Edward Byrne Memorial Justice Grant Award

The City of Pittsburg Police Department was advised of a grant opportunity offered through the Bureau of Justice Assistance of the United States Department of Justice's Office of Justice Programs. This grant opportunity is the 2010 Edward Byrne Memorial Justice Grant Assistance Award, and is being co-awarded to The Crawford County Sheriff's Office and The Pittsburg Police Department. The total amount of the co-awarded grant will be \$16,381.00, which will be split between the two agencies.

The funding from this grant opportunity may be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information systems for criminal justice, and criminal justice related research and evaluation activities.

The police department is seeking authorization from the Commission to pursue this federal grant. Action necessary will be approval or disapproval of staffs request to pursue this grant opportunity.

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

cc: Tammy Nagel, City Clerk



Interoffice Memorandum

TO: JOHN D. VANGORDEN
Interim City Manager

FROM: JOHN H. BAILEY, P.E., PhD/JAMES TUSH
Director of Public Utilities

DATE: May 19, 2010

SUBJECT: Agenda Item – May 25, 2010
Disposition of Bids
Hydrated Lime for Use by the Wastewater Treatment Plant

Bids were received on Tuesday, May 18, 2010 for the purchase of Hydrated Lime for use by the Wastewater Treatment Plant (see attached bid tab sheet). After reviewing the bids received, City staff is recommending that the bid be awarded to the low bidder, U.S. Lime Company-St. Clair, of Dallas, TX, based on their bid of \$145.00 per ton. This company was also the successful bidder last year providing a bid of \$140.00 per ton. The unit price for this product is firm for one (1) year and the City orders on an as needed basis.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, May 25, 2010. Action necessary will be approval or disapproval of staff's recommendation to award the bid to the low bidder as stipulated above and, if approved, authorize the issuance of the necessary purchase order. The Hydrated Lime will be purchased with funds from the Wastewater Treatment Operating Supplies Budget.

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

Attachment: Bid Tab Sheet

cc: Tammy Nagel, City Clerk
Mike E. Brown, WWTP Superintendent
Memo File

DEPARTMENT:

Public Works

BUDGET:

Wastewater Treatment Plant General Operating

City of Pittsburg, Kansas

**RECAPITULATION OF BIDS FOR PURCHASE OF WWTP CHEMICAL
(LIME- Calcium Hydrate)**

Tuesday, May 18, 2010 – 2:00 p.m.

| NAME/ADDRESS OF BIDDER | LIME (CALCIUM HYDRATE) Per Ton |
|---|---|
| U.S. Lime Company-St. Clair 5429 LBJ Freeway, Suite 230 Dallas, Texas 75240 | \$145.00 |
| Brenntag Mid-South, Inc. 2235 W. Battlefield Road Springfield, Missouri 65807 | NO BID |
| Mississippi Lime Company 3870 S. Lindbergh Blvd., Suite 200 St. Louis, Missouri 63127 | \$186.33 |
| | |
| | |
| | |
| | |



Interoffice Memorandum

TO: JOHN D. VANGORDEN
Interim City Manager

FROM: JOHN H. BAILEY, P.E., PhD/JAMES TUSH
Director of Public Utilities

DATE: May 19, 2010

SUBJECT: Agenda Item – May 25, 2010
Disposition of Bids
WWTP Biological Treatment to Reduce Oil and Grease in Lift Stations

Bids were received on Tuesday, May 18, 2010 for the purchase of Biological Treatment to Reduce Oil and Grease in Lift Stations (see attached bid tab sheet). In reviewing the bids, it was noted that the low bidder, GNC Enterprises, Inc., of Kansas City, MO, with a bid of \$2.90 per pound, did not use the required bid form provided in the bid package and, therefore, must be disqualified. City staff, therefore, is recommending that the bid be awarded to the second low bid received from Share Corporation, of Milwaukee, WI, based on their bid of \$3.15 per pound. Aquafix, Inc., of Madison, WI, was the successful bidder last year with a bid of \$3.32 per pound. The unit price for this product is firm for one (1) year and the City orders on an as needed basis.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, May 25, 2010. Action necessary will be approval or disapproval of staff's recommendation to award the bid to the low bidder as stipulated above and, if approved, authorize the purchase of the biological treatment on an as needed basis. The Biological Treatment will be purchased with funds from the Wastewater Treatment Operating Supplies Budget.

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

Attachment: Bid Tab Sheet

cc: Tammy Nagel, City Clerk
Mike E. Brown, WWTP Superintendent
Memo File

DEPARTMENT:

Public Works

BUDGET:

Wastewater Treatment Plant General Operating

City of Pittsburg, Kansas

**RECAPITULATION OF BIDS FOR PURCHASE OF BIOLOGICAL
TREATMENT TO REDUCE OIL & GREASE IN LIFT STATIONS**

Tuesday, May 18, 2010 – 2:00 p.m.

| NAME/ADDRESS OF BIDDER | Biological Treatment to Reduce Oil & Grease in Lift Stations Per Pound |
|---|---|
| Brenntag Mid-South, Inc. 2235 W. Battlefield Road Springfield, Missouri 65807 | NO BID |
| Share Corporation 7821 N. Faulkner Road Milwaukee, Wisconsin 53224-9513 | \$3.15 |
| Heussner Company, Inc. 2277 CR 507 Berryville, Arkansas 72616 | \$4.00 |
| GNC Enterprises, Inc. 221 W. 48 th Street, Suite 1606 Kansas City, Missouri 64112-4010 | \$2.90 |
| Aquafix, Inc. P.O. Box 8682 Madison, Wisconsin 53708 | \$3.30 |
| Chemsearch-A Division of NCH Corp. P.O. Box 152170 Irving, Texas 75015-2170 | \$8.54 |
| | |



Interoffice Memorandum

TO: JOHN D. VANGORDEN
Interim City Manager

FROM: JOHN H. BAILEY, P.E., PhD/JAMES TUSH
Director of Public Utilities

DATE: May 19, 2010

SUBJECT: Agenda Item – May 25, 2010
Disposition of Bids
Polymer for Use at the Wastewater Treatment Plant

Bids were received on Tuesday, May 18, 2010 for the purchase of Polymer for use by the Wastewater Treatment Plant (see attached bid tab sheet), which will be used in conjunction with the belt filter press of de-watering biological sludge masses created in the wastewater treatment process.

After reviewing the bids received, City staff is recommending that the bid be awarded to SNF Polydyne, Inc., of Riceboro, Georgia, based on their low bid of \$1.19 per pound. The successful bidder last year was Brenntag Mid-South, Inc., of Springfield, Missouri, with a bid of \$1.385 per pound. The unit price for this product is firm for one (1) year and the City orders on an as needed basis.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, May 25, 2010. Action necessary will be approval or disapproval of staff's recommendation to award the bid to the low bidder as stipulated above and, if approved, authorize the purchase of the polymer on an as needed basis. The Polymer will be purchased with funds from the Wastewater Treatment Operating Supplies Budget.

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

Attachment: Bid Tab Sheet

cc: Tammy Nagel, City Clerk
Mike E. Brown, WWTP Superintendent
Memo File

DEPARTMENT: Public Works
 BUDGET: Wastewater Treatment Plant General Operating

City of Pittsburg, Kansas

**RECAPITULATION OF BIDS FOR PURCHASE OF WWTP CHEMICAL
 (Polymer)
 Tuesday, May 18, 2010 – 2:00 p.m.**

| NAME/ADDRESS OF BIDDER | Polymer Per Pound |
|---|----------------------|
| SNF Polydyne, Inc. P.O. Box 279 Riceboro, Georgia 31323 | \$1.19 |
| G.S. Robins and Company 2955 Chrysler Road Kansas City, Kansas 66115 | \$2.07 |
| H2O Technical Services, Inc. 6050 N. Cabinet Drive Ozark, Missouri 65721 | \$1.77 |
| Brenntag Mid-South, Inc. 2235 W. Battlefield Road Springfield, Missouri 65807 | \$1.424 |
| Kemira Water Solutions, Inc. 3211 Clinton Parkway Court, Suite 1 Lawrence, Kansas 66047 | NO BID |
| Advance Chemical Solutions P.O. Box 702188 Tulsa, Oklahoma 74170-2188 | \$1.679 |
| | |



Interoffice Memorandum

TO: JOHN D. VANGORDEN
Interim City Manager

FROM: JOHN H. BAILEY, P.E., PhD/JAMES TUSH
Director of Public Utilities

DATE: May 19, 2010

SUBJECT: Agenda Item – May 25, 2010
Disposition of Bids
WTP Chemicals

Bids were received on Tuesday, May 18, 2010 for the purchase of chemicals for use by the Water Treatment Plant (see attached bid tab sheet). After reviewing the bids received, City staff is recommending that the bids be awarded to the low bidders as follows:

| | |
|---|----------------------------|
| Liquid Chlorine | \$27.05 Per 100 Lb. |
| Brenntag Mid-South, Inc. 2235 W. Battlefield Road Springfield, MO 65807 [Successful bidder last year with a bid of \$19.35 per 100 lb.] | |
| Sodium Fluorosilicate | \$44.00 Per 100 Lb. |
| Brenntag Mid-South, Inc. [Successful bidder last year with a bid of \$41.90 per 100 Lb.] | |
| Lime (Calcium Oxide) | \$140.00 Per Ton |
| U.S. Lime Company – St. Clair 5429 LBJ Freeway, Suite 230 Dallas, TX 75240 [Successful bidder last year with a bid of \$135.00 per ton.] | |

MEMO TO: JOHN D. VANGORDEN
MAY 19, 2010
PAGE TWO

Ferric Sulfate **\$29.25 Per 100 Lb.**
Brenntag Mid-South, Inc.
[Successful bidder last year was G.S. Robins and Co., of Kansas City, Kansas, with a bid of \$42.00 per 100 lb.]

Liquid Carbon Dioxide **\$120.00 Per Ton**
Airgas Midsouth-Pittsburg, KS
697 S. Hwy. 69
Pittsburg, KS 66762
[Low bid was actually received from Continental Carbonic Products, of Decatur, IL, with a bid of \$119.00 per ton, however, the Local Preference Bid Policy was considered in this bid. Successful bidder last year was Praxair, of Burr Ridge, IL, with a bid of \$120.00 per ton.]

Aluminum Sulfate **\$29.27 Per 100 Lb.**
Brenntag Mid-South, Inc.
[Successful bidder last year was Brenntag Southwest, of Nowata, OK, with a bid of \$35.75 per 100 lb.]

Liquid Polymeric Phosphate **\$58.50 Per 100 Lb.**
Simply Aquatics, Inc.
P.O. Box 849
Kirbyville, TX 75956
[Successful bidder last year was G.S. Robins and Co., of Kansas City, KS, with a bid of \$65.00 per 100 lb.]

The unit prices for each product are firm for one (1) year and the City orders on an as needed basis.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, May 25, 2010. Action necessary will be approval or disapproval of staff's recommendation to award the bids to the low bidders as stipulated above and, if approved, authorize the purchase of these chemicals on an as needed basis. These chemicals will be purchased with funds from the Water Treatment Operating Supplies Budget.

Attachment: Bid Tab Sheet

cc: Tammy Nagel, City Clerk
Stephen Gillis, WTP Superintendent
Memo File

DEPARTMENT: Public Works
 FUNDING: Water Treatment Plant General Operating\

City of Pittsburg, Kansas

RECAPITULATION OF BIDS FOR PURCHASE OF WTP CHEMICALS
Tuesday, May 18, 2010 – 2:00 p.m.

| Name/Address of Bidder | Liquid Chlorine (Per 100 Lb.) | Sodium Fluorosilicate (Per 100 Lb.) | Lime (Calcium Oxide) (Per Ton) | Ferric Sulfate (Per 100 Lb.) | Liquid Carbon Dioxide (CO²) (Per Ton) | Aluminum Sulfate (Per 100 Lb.) | Liquid Polymeric Phosphate (Per 100 Lb.) |
|---|--|--|---|---|---|---|---|
| Mississippi Lime Co. 3870 S. Lindbergh Blvd., Ste 200 St. Louis, MO 63127 | NO BID | NO BID | \$163.73 | NO BID | NO BID | NO BID | NO BID |
| Brenntag Mid-South, Inc. 2235 W. Battlefield Rd. Springfield, MO 65807 | \$27.05 | \$44.00 | NO BID | \$29.25 | NO BID | \$29.27 | NO BID |
| Praxair Distribution, Inc. 3805 E. 20 th Street Joplin, MO 64801 | NO BID | NO BID | NO BID | NO BID | \$143.00 | NO BID | NO BID |
| G.S. Robins and Company 2955 Chrysler Road Kansas City, KS 66115 | NO BID | \$49.00 | \$200.00 | \$29.50 | NO BID | \$30.55 | \$63.00 |
| Airgas Midsouth-Pittsburg, KS 697 S. Hwy. 69 Pittsburg, KS 66762 | NO BID | NO BID | NO BID | NO BID | \$120.00 LOCAL PREFERENCE LOW BID PLUS 3% \$122.57 | NO BID | NO BID |
| Continental Carbonic Products 3985 E. Harrison Ave. Decatur, IL 62526 | NO BID | NO BID | NO BID | NO BID | \$119.00 | NO BID | NO BID |

DEPARTMENT: Public Works
 FUNDING: Water Treatment Plant General Operating\

City of Pittsburg, Kansas

RECAPITULATION OF BIDS FOR PURCHASE OF WTP CHEMICALS
Tuesday, May 18, 2010 – 2:00 p.m.

| Name/Address of Bidder | Liquid Chlorine (Per 100 Lb.) | Sodium Fluorosilicate (Per 100 Lb.) | Lime (Calcium Oxide) (Per Ton) | Ferric Sulfate (Per 100 Lb.) | Liquid Carbon Dioxide (CO²) (Per Ton) | Aluminum Sulfate (Per 100 Lb.) | Liquid Polymeric Phosphate (Per 100 Lb.) |
|--|--|--|---|---|---|---|---|
| Simply Aquatics, Inc. P.O. Box 849 Kirbyville, TX 75956 | NO BID | NO BID | NO BID | NO BID | NO BID | NO BID | \$58.50 |
| Kemira Water Solutions, Inc. 3211 Clinton Pkwy. Ct., Ste. 1 Lawrence, KS 66047 | NO BID | NO BID | NO BID | NO BID | NO BID | NO BID | NO BID |
| US Lime Co.-St. Clair 5429 LBJ Freeway, Ste. 230 Dallas, TX 75240 | NO BID | NO BID | \$140.00 | NO BID | NO BID | NO BID | NO BID |
| SNF Polydyne, Inc. P.O. Box 279 Riceboro, GA 31323 | NO BID | NO BID | NO BID | NO BID | NO BID | NO BID | NO BID |
| | | | | | | | |
| | | | | | | | |



Interoffice Memorandum

TO: John D. VanGorden
Interim City Manager

FROM: Jeff Wilbert
Interim Parks and Recreation Director

DATE: May 19, 2010

SUBJECT: Agenda Item May 25th, 2010
Reupholstering & Refurbishing of lower level seats in Memorial Auditorium & Convention Center

We were very fortunate to receive a Pritchett Trust grant from M & I Bank in the amount of \$12,500.00 to assist in the cost of reupholstering the seats on the main floor of Memorial Auditorium. The seats to be repaired total 408. We would be using approximately \$15,000.00 of our reserve fund to complete the project. I have been in discussion with Cy Young Industries since January of this year in an effort to secure a bid if in fact we were able to secure the Pritchett Grant. The owner of the business, Mr. John Young Jr. visited the auditorium and we sent a seat back with him to repair. We have received the newly upholstered seat and it is in my opinion exactly what we need.

Last year we had contacted American Office Services Inc., Westlake Ohio for a quote and their estimate was considerably higher than Mr. Young's company. The appealing feature of Mr. Young's business is the fact it is located in Kansas City Mo. His crew will come in and remove all the seats and take them back to Kansas City for the necessary work. I would think the higher estimate from American Office Services is partly due to our location, lodging for his crew, meals etc.

We have a window of opportunity in our schedule at the Auditorium as does Mr. Young. With your approval, work could begin on October 6th and would need to be completed no later than October 22nd 2010. He indicated the project could be completed within this time frame.

To accomplish this project, I am asking the commission to make an exception to the bid process. The City's current policy is to submit bids in excess of \$5,000.00 to the

City Commission for approval. The total amount of this project will be roughly \$27,500.00; my concern is if we are required to bid this project we could lose the opportunity to get the work done in October. The project will be delayed until late December which is the auditorium's next available opportunity. Mr. Young's proposal is good through June 30th and he indicated that if he were allowed to do the work he would honor the June 30th proposal. I am requesting the Commission approval to authorize the Mayor to sign the contract with Cy Young Industries after its review and approval of the City Attorney.

In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday May 25th, 2010?
If you have any questions concerning this matter, please do not hesitate to contact me.

cc: Tammy Nagel, City Clerk

VENDOR SET: 99 City of Pittsburg, KS

BANK: * ALL BANKS

DATE RANGE: 5/05/2010 THRU 5/18/2010

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|---------|--------|------------|----------------|-----------|----------|--------------|--------------|
| | C-CHECK | | VOID CHECK | V | 5/07/2010 | | | 162267 |
| | C-CHECK | | VOID CHECK | V | 5/07/2010 | | | 162268 |
| | C-CHECK | | VOID CHECK | V | 5/07/2010 | | | 162276 |
| | C-CHECK | | VOID CHECK | V | 5/07/2010 | | | 162277 |

| * * T O T A L S * * | NO | CHECK AMOUNT | DISCOUNTS | TOTAL APPLIED |
|---------------------|----|--------------|-----------|---------------|
| REGULAR CHECKS: | 0 | 0.00 | 0.00 | 0.00 |
| HAND CHECKS: | 0 | 0.00 | 0.00 | 0.00 |
| DRAFTS: | 0 | 0.00 | 0.00 | 0.00 |
| EFT: | 0 | 0.00 | 0.00 | 0.00 |
| NON CHECKS: | 0 | 0.00 | 0.00 | 0.00 |

| | | | | |
|--------------|---------------|------|------|------|
| VOID CHECKS: | 4 VOID DEBITS | 0.00 | | |
| | VOID CREDITS | 0.00 | 0.00 | 0.00 |

TOTAL ERRORS: 0

| | | | | | | |
|----------------|---------|---------|---|------|------|------|
| VENDOR SET: 99 | BANK: * | TOTALS: | 4 | 0.00 | 0.00 | 0.00 |
|----------------|---------|---------|---|------|------|------|

| | | | | | |
|---------|---------|---|------|------|------|
| BANK: * | TOTALS: | 4 | 0.00 | 0.00 | 0.00 |
|---------|---------|---|------|------|------|

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 M&I Bank

DATE RANGE: 5/05/2010 THRU 5/18/2010

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 2519 | EAGLE BEVERAGE CO INC | R | 5/07/2010 | | | 162265 | | 134.40 |
| 0523 | AT&T | R | 5/07/2010 | | | 162266 | | 5,616.10 |
| 1 | CASELLA, KEVIN | R | 5/07/2010 | | | 162269 | | 58.50 |
| 1 | GORMAN, PHIL | R | 5/07/2010 | | | 162270 | | 100.00 |
| 0175 | REGISTER OF DEEDS | R | 5/07/2010 | | | 162271 | | 11.90 |
| 6020 | TOBY'S CARNIVAL INC | R | 5/07/2010 | | | 162272 | | 990.25 |
| 5589 | VERIZON WIRELESS | R | 5/07/2010 | | | 162273 | | 32.41 |
| 1 | WAHLE, SHERRY | R | 5/07/2010 | | | 162274 | | 200.00 |
| 1108 | WESTAR ENERGY | R | 5/07/2010 | | | 162275 | | 82,481.54 |
| 5904 | TASC | R | 5/07/2010 | | | 162278 | | 3,461.39 |
| 1010 | HORTON'S PIZZA PLUS | V | 5/10/2010 | | | 162279 | | 45.00 |
| 1010 | HORTON'S PIZZA PLUS | | | | | | | |
| 1010 | HORTON'S PIZZA PLUS | | | | | | | |
| | C-CHECK | VOIDED | V | 5/10/2010 | | 162279 | | 45.00 |
| 2519 | EAGLE BEVERAGE CO INC | R | 5/12/2010 | | | 162310 | | 97.80 |
| 5776 | LDF SALES & DISTRIBUTING INC | R | 5/12/2010 | | | 162311 | | 51.90 |
| 1616 | CITY OF PITTSBURG | R | 5/14/2010 | | | 162333 | | 5.44 |
| 3516 | CITY OF PITTSBURG | R | 5/14/2010 | | | 162334 | | 150.00 |
| 1 | KLOHOWSKI, ANDREW | R | 5/14/2010 | | | 162335 | | 65.00 |
| 0094 | M&I BANK | R | 5/14/2010 | | | 162336 | | 800.00 |
| 3836 | ROGER RAJOTTE | R | 5/14/2010 | | | 162337 | | 4.16 |
| 0175 | REGISTER OF DEEDS | R | 5/14/2010 | | | 162338 | | 8.00 |
| 0081 | JOYE VAN GORDEN | R | 5/14/2010 | | | 162339 | | 64.54 |

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 1 | PIZZA HUT | R | 5/17/2010 | | | 162340 | | 15.00 |
| 6490 | MULTI SERVICE CORPORATION | R | 5/18/2010 | | | 162341 | | 733.02 |
| 6465 | COPQUEST.COM | R | 5/18/2010 | | | 162342 | | 88.65 |
| 6173 | ASHBROOK SIMON-HARTLEY OPERATI | R | 5/18/2010 | | | 162343 | | 3,045.61 |
| 0592 | AUTO SPRING COMPANY INC | R | 5/18/2010 | | | 162344 | | 104.00 |
| 6484 | BEE'S TREES & SPADE SERVICE | R | 5/18/2010 | | | 162345 | | 630.00 |
| 5966 | BOBCAT OF SPRINGFIELD | R | 5/18/2010 | | | 162346 | | 2,150.00 |
| 6418 | CABLEONE | R | 5/18/2010 | | | 162347 | | 50.00 |
| 6407 | CARDINAL ROOFING INC | R | 5/18/2010 | | | 162348 | | 3,100.00 |
| 6346 | CENTRAL AIR GROUP INC | R | 5/18/2010 | | | 162349 | | 312.50 |
| 6192 | KATHLEEN CERNE | R | 5/18/2010 | | | 162350 | | 600.00 |
| 6491 | CHUCK SMITH, CSR | R | 5/18/2010 | | | 162351 | | 700.05 |
| 5759 | COMMUNITY HEALTH CENTER OF SEK | R | 5/18/2010 | | | 162352 | | 1,457.50 |
| 5857 | CREATIVE PRODUCT SOURCING INC | R | 5/18/2010 | | | 162353 | | 38.00 |
| 6445 | GENERAL SERVICE CORPORATION | R | 5/18/2010 | | | 162354 | | 41,511.60 |
| 5924 | HUGO WALL SCHOOL OF URBAN AND | R | 5/18/2010 | | | 162355 | | 75.00 |
| 5770 | JOPLIN FREIGHTLINER SALES INC | R | 5/18/2010 | | | 162356 | | 597.54 |
| 6066 | ELLIOTT LODGING LTD | R | 5/18/2010 | | | 162357 | | 1,165.84 |
| 6459 | PERKINS FIRE PROTECTION | R | 5/18/2010 | | | 162358 | | 650.00 |
| 1081 | POSTMASTER | R | 5/18/2010 | | | 162359 | | 110.00 |
| 2509 | POWERPLAN | R | 5/18/2010 | | | 162360 | | 258.86 |
| 6273 | SALISBURY SUPPLY CO INC | R | 5/18/2010 | | | 162361 | | 1,920.00 |

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 M&I Bank

DATE RANGE: 5/05/2010 THRU 5/18/2010

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 0188 | SECRETARY OF STATE, RON THORNB | R | 5/18/2010 | | | 162362 | | 25.00 |
| 1 | SHIRTS PLUS | R | 5/18/2010 | | | 162363 | | 487.01 |
| 5934 | STOUFFER COMMUNICATIONS | R | 5/18/2010 | | | 162364 | | 40.00 |
| 6488 | SUPER SPORTS PRODUCTS | R | 5/18/2010 | | | 162365 | | 40.00 |
| 4052 | TRAVELERS | R | 5/18/2010 | | | 162366 | | 1,202.80 |
| 4839 | VAN BECELAERE MACHINE WORKS, I | R | 5/18/2010 | | | 162367 | | 4,990.00 |
| 0011 | AMERICAN ELECTRIC INC | E | 5/12/2010 | | | 999999 | | 994.69 |
| 0034 | CRONISTER BROTHERS, INC | E | 5/12/2010 | | | 999999 | | 474.53 |
| 0038 | LEAGUE OF KANSAS MUNICIPALITIE | E | 5/12/2010 | | | 999999 | | 50.00 |
| 0039 | BATTERY MART INC | E | 5/12/2010 | | | 999999 | | 137.60 |
| 0043 | BOWLUS SCHOOL SUPPLY INC | E | 5/12/2010 | | | 999999 | | 41.97 |
| 0044 | CRESTWOOD COUNTRY CLUB | E | 5/12/2010 | | | 999999 | | 447.26 |
| 0046 | ETTINGERS OFFICE SUPPLY | E | 5/12/2010 | | | 999999 | | 2,584.78 |
| 0062 | LINDSEY SOFTWARE SYSTEMS, INC. | E | 5/12/2010 | | | 999999 | | 655.50 |
| 0063 | LOCKE WHOLESALE SUPPLY | E | 5/05/2010 | | | 999999 | | 22,142.93 |
| 0064 | MATADORE CO | E | 5/12/2010 | | | 999999 | | 53.33 |
| 0073 | K P & P INC | E | 5/12/2010 | | | 999999 | | 180.00 |
| 0074 | RUSSELL BELDEN ELECTRIC COMPAN | E | 5/12/2010 | | | 999999 | | 483.29 |
| 0077 | THE LITTLE SHOP OF FLOWERS | E | 5/12/2010 | | | 999999 | | 30.00 |
| 0078 | SUPERIOR LINEN SERVICE | E | 5/12/2010 | | | 999999 | | 372.48 |
| 0083 | WATER PRODUCTS INC | E | 5/12/2010 | | | 999999 | | 34,179.38 |
| 0084 | INTERSTATE EXTERMINATOR, INC. | E | 5/12/2010 | | | 999999 | | 310.00 |

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 0088 | D & H LEASING INC | E | 5/12/2010 | | | 999999 | | 255.98 |
| 0105 | PITTSBURG AUTOMOTIVE INC | E | 5/12/2010 | | | 999999 | | 823.89 |
| 0112 | MARRONES INC | E | 5/12/2010 | | | 999999 | | 477.30 |
| 0117 | THE MORNING SUN | E | 5/12/2010 | | | 999999 | | 630.93 |
| 0129 | PROFESSIONAL ENGINEERING CONSU | E | 5/12/2010 | | | 999999 | | 44,363.07 |
| 0136 | CHARLESWORTH & ASSOCIATES LC | E | 5/12/2010 | | | 999999 | | 450.00 |
| 0145 | BROADWAY LUMBER COMPANY, INC. | E | 5/12/2010 | | | 999999 | | 3,960.62 |
| 0154 | BLUE CROSS & BLUE SHIELD | D | 5/07/2010 | | | 999999 | | 14,140.36 |
| 0154 | BLUE CROSS & BLUE SHIELD | D | 5/14/2010 | | | 999999 | | 25,717.08 |
| 0154 | BLUE CROSS & BLUE SHIELD | D | 5/18/2010 | | | 999999 | | 198.06 |
| 0163 | O'REILLY AUTOMOTIVE INC | E | 5/12/2010 | | | 999999 | | 29.68 |
| 0179 | FILTER-TEK, INC. | E | 5/12/2010 | | | 999999 | | 105.79 |
| 0183 | PRO-PRINT INC | E | 5/12/2010 | | | 999999 | | 315.00 |
| 0194 | KANSAS STATE TREASURER | E | 5/12/2010 | | | 999999 | | 5,246.00 |
| 0196 | ALCOHOL & DRUG SAFETY | E | 5/12/2010 | | | 999999 | | 175.00 |
| 0199 | KIRKLAND WELDING SUPPLIES | E | 5/12/2010 | | | 999999 | | 91.00 |
| 0200 | SHERWIN WILLIAMS COMPANY | E | 5/12/2010 | | | 999999 | | 1,034.79 |
| 0201 | SPICER-ADAMS WELDING, INC. | E | 5/12/2010 | | | 999999 | | 130.00 |
| 0207 | PEPSI-COLA BOTTLING CO OF PITT | E | 5/12/2010 | | | 999999 | | 343.95 |
| 0224 | KDOR | D | 5/06/2010 | | | 999999 | | 2,469.31 |
| 0274 | DAY-TIMERS INC | E | 5/12/2010 | | | 999999 | | 43.94 |
| 0276 | JOE SMITH COMPANY, INC. | E | 5/12/2010 | | | 999999 | | 87.54 |

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 M&I Bank

DATE RANGE: 5/05/2010 THRU 5/18/2010

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 0278 | LAWSON PRODUCTS INC | E | 5/12/2010 | | | 999999 | | 75.11 |
| 0292 | UNIFIRST CORPORATION | E | 5/12/2010 | | | 999999 | | 68.05 |
| 0304 | AIRKEM MIDWEST SALES INC | E | 5/12/2010 | | | 999999 | | 81.98 |
| 0308 | DOBRAUC OIL COMPANY INC | E | 5/12/2010 | | | 999999 | | 677.45 |
| 0312 | HACH COMPANY | E | 5/12/2010 | | | 999999 | | 201.95 |
| 0329 | O'MALLEY IMPLEMENT CO INC | E | 5/12/2010 | | | 999999 | | 425.48 |
| 0332 | PITTCRAFT PRINTING | E | 5/12/2010 | | | 999999 | | 554.00 |
| 0337 | CROSS-MIDWEST TIRE | E | 5/12/2010 | | | 999999 | | 363.85 |
| 0339 | GENERAL MACHINERY | E | 5/12/2010 | | | 999999 | | 2,710.53 |
| 0347 | LYNN'S QUICK LUBE | E | 5/12/2010 | | | 999999 | | 38.95 |
| 0363 | FISHER SCIENTIFIC | E | 5/12/2010 | | | 999999 | | 172.35 |
| 0364 | CRAWFORD COUNTY SHERIFF | E | 5/12/2010 | | | 999999 | | 5,176.00 |
| 0375 | CONVENIENT WATER COMPANY | E | 5/12/2010 | | | 999999 | | 25.00 |
| 0410 | WITTEK GOLF SUPPLY CO INC | E | 5/12/2010 | | | 999999 | | 172.07 |
| 0420 | CONTINENTAL RESEARCH CORP | E | 5/12/2010 | | | 999999 | | 1,030.37 |
| 0429 | LORD ELECTRIC | E | 5/12/2010 | | | 999999 | | 650.00 |
| 0444 | ROBERT BRENT LINDER | E | 5/12/2010 | | | 999999 | | 1,160.00 |
| 0455 | LARRY BARRETT BODY * FRAME * T | E | 5/12/2010 | | | 999999 | | 18,059.34 |
| 0534 | TYLER TECHNOLOGIES | E | 5/12/2010 | | | 999999 | | 3,261.00 |
| 0583 | DICKINSON INDUSTRIES INC | E | 5/12/2010 | | | 999999 | | 1,498.00 |
| 0585 | MOLLE MC AUTOMOTIVE INC | E | 5/12/2010 | | | 999999 | | 239.35 |
| 0597 | MIDWEST MINERALS INC | E | 5/12/2010 | | | 999999 | | 1,570.45 |

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 M&I Bank

DATE RANGE: 5/05/2010 THRU 5/18/2010

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 0627 | BOETTCHER SUPPLY INC | E | 5/12/2010 | | | 999999 | | 233.67 |
| 0640 | RANDY VILELA AUTO BODY | E | 5/12/2010 | | | 999999 | | 68.00 |
| 0704 | NEPTUNE RADIATOR AND AUTO | E | 5/12/2010 | | | 999999 | | 685.69 |
| 0709 | BATES SALES COMPANY INC | E | 5/12/2010 | | | 999999 | | 57.60 |
| 0751 | ULTRA-CHEM INC | E | 5/12/2010 | | | 999999 | | 434.88 |
| 0806 | JOHN L CUSSIMANIO | E | 5/12/2010 | | | 999999 | | 412.00 |
| 0808 | JD DICKINSON COMPRESSOR | E | 5/12/2010 | | | 999999 | | 329.85 |
| 0815 | WILBERT & TOWNER | E | 5/12/2010 | | | 999999 | | 80.00 |
| 1013 | SAFETY FIRST SUPPLY CO., LLC | E | 5/12/2010 | | | 999999 | | 175.37 |
| 1030 | FREDDY VAN'S INC | E | 5/12/2010 | | | 999999 | | 3,000.00 |
| 1050 | KPERS | D | 5/14/2010 | | | 999999 | | 1,609.45 |
| 1290 | CMI INC | R | 5/06/2010 | | | 999999 | | 1,125.00 |
| 1293 | TEE'S PLUS | E | 5/12/2010 | | | 999999 | | 288.90 |
| 1327 | KBI | E | 5/12/2010 | | | 999999 | | 400.00 |
| 1371 | KURT'S TRACTOR REPAIR | E | 5/12/2010 | | | 999999 | | 461.34 |
| 1478 | KANSASLAND TIRE OF PITTSBURG | E | 5/12/2010 | | | 999999 | | 1,272.20 |
| 1490 | ESTHERMAE TALENT | E | 5/12/2010 | | | 999999 | | 50.00 |
| 1977 | CDW GOVERNMENT, INC. | E | 5/12/2010 | | | 999999 | | 825.10 |
| 1991 | CHIEF STATE BOILER INSPECTOR | E | 5/12/2010 | | | 999999 | | 360.00 |
| 2025 | SOUTHERN UNIFORM & EQUIPMENT L | E | 5/12/2010 | | | 999999 | | 442.32 |
| 2350 | WCA WASTE SYSTEMS INC | E | 5/12/2010 | | | 999999 | | 1,068.28 |
| 2960 | PACE ANALYTICAL SERVICES INC | E | 5/12/2010 | | | 999999 | | 523.00 |

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 3142 | COMMUNITY MENTAL HEALTH CENTER | E | 5/12/2010 | | | 999999 | | 450.00 |
| 3147 | INTERNAL REVENUE SERVICE | D | 5/14/2010 | | | 999999 | | 67.32 |
| 3248 | AIRGAS MID-SOUTH, INC | E | 5/12/2010 | | | 999999 | | 139.91 |
| 3281 | USA BLUE BOOK | E | 5/12/2010 | | | 999999 | | 713.58 |
| 3511 | ROSE INDUSTRIES | E | 5/12/2010 | | | 999999 | | 112.53 |
| 3697 | LR ENTERPRISES LLC | E | 5/12/2010 | | | 999999 | | 373.45 |
| 3802 | BRENNTAG MID-SOUTH INC | E | 5/12/2010 | | | 999999 | | 3,158.64 |
| 3971 | FASTENAL COMPANY | E | 5/12/2010 | | | 999999 | | 194.94 |
| 3972 | WASHINGTON ELECTRONICS INC | E | 5/12/2010 | | | 999999 | | 912.80 |
| 4133 | T.H. ROGERS HOMECENTER | E | 5/12/2010 | | | 999999 | | 103.05 |
| 4186 | KEN WILKERSON | E | 5/12/2010 | | | 999999 | | 1,530.00 |
| 4277 | AMERICAN EQUIPMENT CO | E | 5/12/2010 | | | 999999 | | 412.37 |
| 4307 | HENRY KRAFT, INC. | E | 5/12/2010 | | | 999999 | | 99.34 |
| 4390 | SPRINGFIELD JANITOR SUPPLY, IN | E | 5/12/2010 | | | 999999 | | 200.21 |
| 4501 | JAMES D PATTERSON | E | 5/12/2010 | | | 999999 | | 20.00 |
| 4603 | KANSAS GOLF AND TURF INC | E | 5/12/2010 | | | 999999 | | 294.95 |
| 4618 | TRESA NOYES | E | 5/12/2010 | | | 999999 | | 684.50 |
| 4845 | ENVIRONMENTAL EXPRESS INC | E | 5/12/2010 | | | 999999 | | 419.30 |
| 4925 | MASEK GOLF CAR COMPANY | E | 5/12/2010 | | | 999999 | | 209.50 |
| 4970 | ERIC VANCE | E | 5/12/2010 | | | 999999 | | 1,111.00 |
| 5275 | US LIME COMPANY-ST CLAIR | E | 5/12/2010 | | | 999999 | | 3,294.00 |
| 5391 | GLASS DEPOT LLC | E | 5/12/2010 | | | 999999 | | 338.83 |

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 M&I Bank

DATE RANGE: 5/05/2010 THRU 5/18/2010

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|-------------------------------|--------|------------|----------------|----------|----------|--------------|--------------|
| 5420 | AQUIONICS INC | E | 5/12/2010 | | | 999999 | | 1,387.77 |
| 5474 | THE UPS STORE | E | 5/12/2010 | | | 999999 | | 118.33 |
| 5482 | JUSTIN HART | E | 5/12/2010 | | | 999999 | | 29.95 |
| 5672 | T & M STAGE SUPPLIES INC | E | 5/12/2010 | | | 999999 | | 850.00 |
| 5785 | SWARCO REFLEX INC | E | 5/12/2010 | | | 999999 | | 722.35 |
| 5904 | TASC | D | 5/14/2010 | | | 999999 | | 6,390.16 |
| 6203 | SOUTHWEST PAPER CO INC | E | 5/05/2010 | | | 999999 | | 289.59 |
| 6262 | CLEAN THE UNIFORM COMPANY | E | 5/12/2010 | | | 999999 | | 400.13 |
| 6309 | TAMMY FRYE | E | 5/12/2010 | | | 999999 | | 400.00 |
| 6311 | AQUAFIX INC | E | 5/12/2010 | | | 999999 | | 766.56 |
| 6389 | PROFESSIONAL TURF PRODUCTS LP | E | 5/12/2010 | | | 999999 | | 344.08 |
| 6423 | JCI INDUSTRIES INC | E | 5/12/2010 | | | 999999 | | 432.68 |
| 6476 | TWYLA MARIANO | E | 5/12/2010 | | | 999999 | | 150.00 |

| * * T O T A L S * * | NO | CHECK AMOUNT | DISCOUNTS | TOTAL APPLIED |
|---------------------|---------------|--------------|-----------|---------------|
| REGULAR CHECKS: | 48 | 161,556.31 | 0.00 | 161,556.31 |
| HAND CHECKS: | 0 | 0.00 | 0.00 | 0.00 |
| DRAFTS: | 7 | 50,591.74 | 0.00 | 50,591.74 |
| EFT: | 109 | 191,746.04 | 1,224.42 | 192,970.46 |
| NON CHECKS: | 0 | 0.00 | 0.00 | 0.00 |
| VOID CHECKS: | 1 VOID DEBITS | 45.00 | | |
| | VOID CREDITS | 45.00 | 0.00 | 0.00 |

TOTAL ERRORS: 0

| | | | | | |
|----------------------------|---------|-----|------------|----------|------------|
| VENDOR SET: 99 BANK: 80144 | TOTALS: | 165 | 403,894.09 | 1,224.42 | 402,669.67 |
| BANK: 80144 | TOTALS: | 165 | 403,894.09 | 1,224.42 | 405,118.51 |

VENDOR SET: 99 City of Pittsburg, KS

BANK: EFT MANUAL EFTS

DATE RANGE: 5/05/2010 THRU 5/18/2010

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|-------------------------------|--------|------------|----------------|----------|----------|--------------|--------------|
| 0339 | GENERAL MACHINERY | E | 5/10/2010 | | | 999999 | | 942.52 |
| 0414 | SELLERS EQUIPMENT INC | E | 5/17/2010 | | | 999999 | | 318,678.00 |
| 0577 | KANSAS GAS SERVICE | E | 5/10/2010 | | | 999999 | | 11,496.07 |
| 0866 | AVFUEL CORPORATION | E | 5/17/2010 | | | 999999 | | 21,702.17 |
| 2825 | KANSAS DEPT OF ADMINISTRATION | E | 5/17/2010 | | | 999999 | | 120.66 |
| 2921 | CSG SYSTEMS INC | E | 5/10/2010 | | | 999999 | | 5,402.20 |
| 3079 | COMMERCE BANK | E | 5/07/2010 | | | 999999 | | 14,437.97 |
| 3884 | MARK D. TURNBULL | E | 5/10/2010 | | | 999999 | | 194.90 |
| 3884 | MARK D. TURNBULL | E | 5/17/2010 | | | 999999 | | 46.00 |
| 5565 | TIM TOMPKINS | E | 5/10/2010 | | | 999999 | | 5.00 |

| * * T O T A L S * * | NO | CHECK AMOUNT | DISCOUNTS | TOTAL APPLIED |
|---------------------|---------------|--------------|-----------|---------------|
| 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: | 10 | 373,025.49 | 19.23 | 373,044.72 |
| NON CHECKS: | 0 | 0.00 | 0.00 | 0.00 |
| VOID CHECKS: | 0 VOID DEBITS | 0.00 | | |
| | VOID CREDITS | 0.00 | 0.00 | 0.00 |

TOTAL ERRORS: 0

| | | | | |
|----------------------------------|----|------------|-------|------------|
| VENDOR SET: 99 BANK: EFT TOTALS: | 10 | 373,025.49 | 19.23 | 373,006.26 |
| BANK: EFT TOTALS: | 10 | 373,025.49 | 19.23 | 373,044.72 |

VENDOR SET: 99 City of Pittsburg, KS

BANK: PY PAYROLL PAYABLES

DATE RANGE: 5/05/2010 THRU 5/18/2010

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|-------------------------------|--------|------------|----------------|----------|----------|--------------|--------------|
| 0224 | KDOR | D | 5/14/2010 | | | 000000 | | 12,339.64 |
| 0321 | KP&F | D | 5/14/2010 | | | 000000 | | 26,850.67 |
| 0728 | ICMA | D | 5/14/2010 | | | 000000 | | 5,326.47 |
| 1050 | KPERS | D | 5/14/2010 | | | 000000 | | 20,370.63 |
| 3147 | INTERNAL REVENUE SERVICE | D | 5/14/2010 | | | 000000 | | 61,250.69 |
| 6415 | ING FINANCIAL ADVISORS | D | 5/14/2010 | | | 000000 | | 1,499.00 |
| 0349 | UNITED WAY OF CRAWFORD COUNTY | R | 5/14/2010 | | | 162301 | | 35.00 |
| 1503 | FAMILY SUPPORT PAYMENT CENTER | R | 5/14/2010 | | | 162302 | | 347.73 |
| 2228 | KANSAS PAYMENT CENTER | R | 5/14/2010 | | | 162303 | | 1,330.73 |
| 2577 | OK CENTRALIZED SUPPORT RE | R | 5/14/2010 | | | 162304 | | 130.97 |
| 6135 | MCNEARNEY & ASSOCIATES LLC | R | 5/14/2010 | | | 162305 | | 200.09 |
| 6136 | US DEPARTMENT OF EDUCATION | R | 5/14/2010 | | | 162306 | | 165.67 |
| 6434 | WINDHAM PROFESSIONALS INC | R | 5/14/2010 | | | 162307 | | 55.81 |
| 0028 | PAYROLL CLEARING | E | 5/14/2010 | | | 999999 | | 73,651.83 |

| * * T O T A L S * * | NO | CHECK AMOUNT | DISCOUNTS | TOTAL APPLIED |
|---------------------|---------------|--------------|-----------|---------------|
| REGULAR CHECKS: | 7 | 2,266.00 | 0.00 | 2,266.00 |
| HAND CHECKS: | 0 | 0.00 | 0.00 | 0.00 |
| DRAFTS: | 6 | 127,637.10 | 0.00 | 127,637.10 |
| EFT: | 1 | 73,651.83 | 0.00 | 73,651.83 |
| NON CHECKS: | 0 | 0.00 | 0.00 | 0.00 |
| VOID CHECKS: | 0 VOID DEBITS | 0.00 | | |
| | VOID CREDITS | 0.00 | 0.00 | 0.00 |

TOTAL ERRORS: 0

| | | | | | | |
|----------------|----------|---------|-----|------------|----------|------------|
| VENDOR SET: 99 | BANK: PY | TOTALS: | 14 | 203,554.93 | 0.00 | 203,554.93 |
| BANK: PY | TOTALS: | | 14 | 203,554.93 | 0.00 | 203,554.93 |
| REPORT TOTALS: | | | 193 | 980,474.51 | 1,243.65 | 979,230.86 |

Passed and approved this 25th day of May, 2010.

Patrick J. O'Bryan, Mayor

ATTEST:

Tammy Nagel, City Clerk



Interoffice Memorandum

TO: John VanGorden, Interim City Manager
Jon Garrison, Director of Finance
Tammy Nagel, City Clerk

FROM: Jamie Clarkson, Assistant Director of Finance

DATE: May 14, 2010

SUBJECT: Fiscal year 2009 audit report and acceptance of Comprehensive Annual Financial Report (CAFR)

Please place on the May 25, 2010 City Commission agenda the fiscal year 2009 audit report and acceptance of the CAFR. Karen Linn of Berberich Trahan & Co., P.A., will be attending the meeting to provide an overview and answer questions.



Interoffice Memorandum

TO: JOHN D. VANGORDEN
Interim City Manager

FROM: WILLIAM A. BEASLEY
Director of Public Works

JEFF WILBERT
Interim Director of Parks & Recreation

DATE: May 19, 2010

SUBJECT: Agenda Item – May 25, 2010
Donation Agreement
South Kansas and Oklahoma (SKO) Railroad, Inc.

The City staff and representatives for SKO Railroad, Inc. have met several times in order to work out a donation agreement for the proposed hiking/biking trail which will extend from 11th and Broadway southwesterly to a point on Georgia Street south of 2nd Street. This donation agreement spells out the responsibility of both the City of Pittsburg and SKO Railroad, Inc. in the preparation and maintenance of a proposed hiking/biking trail. The City has agreed to prepare the abandoned railroad bed for asphalt and to install signs along the trail and street crossings warning pedestrians and vehicular traffic of potential hazards. SKO Railroad, Inc. has agreed to rail bank this right-of-way for use as a hiking/biking trail and to pave the trail with an asphalt surface 10 feet by 3-inches thick from 11th Street to Georgia Street excluding the street crossings which have already been paved. The City has also agreed to provide maintenance of this trail once it has been completed.

The City and SKO Railroad, Inc. have been working towards approval of this document for several years, and this should be the final document needed to start construction of this trail.

The City and SKO Railroad, Inc. are very excited about this proposed trail and trailhead, which will connect St. Mary's Schools, Pittsburg Middle School, Westside Elementary School and Lefler Park and provide an excellent opportunity for people to walk and get physical exercise. The trailhead, which will be located at 11th and Broadway, will also be a nice visible attraction for people entering into the downtown area from the north.

MEMO TO: JOHN D. VANGORDEN
MAY 19, 2010
PAGE TWO

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, May 25, 2010. Action necessary will be to review the agreement and, if approved, authorize the Mayor to sign it on behalf of the City of Pittsburg.

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

Attachment: Donation Agreement

cc: Tammy Nagel, City Clerk
Project File
Memo File

DONATION AGREEMENT

This Donation Agreement (hereinafter the “Agreement”) dated as of this ____ day of May, 2010, by and between the **SOUTH KANSAS AND OKLAHOMA RAILROAD, INC.**, a Kansas corporation, successor by merger to the Southeast Kansas Railroad Company (also known as the Southeast Kansas Railroad, Inc.) (“Donor”) and **THE CITY OF PITTSBURG, KANSAS**, a municipal corporation (“Donee”), collectively referred to as the “Parties”.

WHEREAS, Donor is the owner of certain real property located in the City of Pittsburg, Crawford County, Kansas, comprising approximately 7180 feet of railroad right-of-way beginning at the west edge of Broadway Street and continuing westward on and through the town of Pittsburg, Crawford County, Kansas, to the east edge of the Highway 69 Bypass right-of-way, all as more particularly depicted in Exhibit A, attached to this Agreement. Said real property, except as otherwise limited in this Agreement, together with any and all improvements located thereon and all easements and all rights, tenements, hereditaments, privileges, licenses and appurtenances thereto, all utility reservations, strips and gores of land, rights-of-way, fixtures located thereon, all mineral interests, access rights, development rights, governmental licenses, permits and certificates applicable thereto (except as expressly provided herein), and all of Donor’s right, title, and interest in and to all public and private ways adjoining or serving the same, on or adjacent to the described lands (except as expressly provided herein) is collectively referred to as the “Subject Property”.

WHEREAS, Donor wishes to donate the Subject Property to Donee for its use pursuant to the National Trail System Act, 16 U.S.C. 1247(d) (“the Trails Act”) and intends that the fair market value of the Subject Property be considered a charitable contribution to Donee.

THE PARTIES THEREFORE AGREE AS FOLLOWS:

1. Donation of the Subject Property. For and in consideration of the payment by Donee to Donor of Ten Dollars (\$10.00), the mutual covenants and promises contained in this Agreement and in acknowledgment of Donee’s material reliance on this Agreement and Donee’s expenditure of significant funds and time in connection with this Agreement, Donor will grant to Donee the Subject Property by donation on the terms and conditions set forth in this Agreement. The same is being donated “AS IS, WHERE IS AND WITH ALL FAULTS” as to title and condition by quit claim deed.
2. Closing. Closing shall occur on or before May 31, 2010. At closing, Donor shall provide to Donee:
 - a) a quit claim deed to the Subject Property; and
 - b) such other documents as may be required under the terms of this Agreement.

3. Covenants, Conditions, Restrictions and Reservations. The following covenants, conditions, restrictions and reservations will run with the land and will be binding upon the successors and assigns of Donee and inure to the benefit of Donor and its successors and assigns:

A. Donor reserves access rights across and to the entire Subject Property for emergency purposes and for the exercise of any rights related to retained interests in the Subject Property as deemed necessary or advisable by Donor, without charge and without notification to Donee; provided, however, Donor's exercise of this reservation shall not permanently damage improvements placed on the Subject Property by Donee or its successors and shall not unduly burden the use of the Subject Property as a recreational trail.

B. Donor reserves all rights to all coal, oil, gas, casing-head gas and all ores and minerals of every kind and nature including sand and gravel underlying the surface of the Subject Property, together with the full right, privilege and license at any and all times to explore, or drill for and to protect, conserve, mine, take, remove and market any and all such products in any manner, together with the right of access at all times to exercise such rights; provided, however, Donor's exercise of this reservation shall not permanently damage improvements placed on the Subject Property by Donee or its successors and shall not unduly burden the use of the Subject Property as a recreational trail.

C. Donor reserves any and all non-riparian water and water rights associated with the Subject Property, and the right to develop and take water from the Subject Property by any means, including all appropriations, priorities, permits and certificates which are appurtenant to, associated with, used upon, flowing over, under, or lying on, in or under the Subject Property, together with the perpetual right to construct, operate, and maintain any and all water diversion, production, and transportation structures, equipment, improvements and piping, and to construct, operate and maintain water pumps and hydroelectric generation equipment and all equipment necessary, convenient or related to the production, transportation or delivery of water from, on, under or across the Subject Property, or any portion thereof; provided, however, Donor's exercise of this reservation shall not permanently damage improvements placed on the Subject Property by Donee or its successors and shall not unduly burden the use of the Subject Property as a recreational trail.

D. Donor reserves an exclusive easement on the Subject Property for the construction, maintenance and operation of one or more pipelines or fiber optic cables or lines, communications equipment, control systems and various types of cables, as presently located or may be located in the future on the Subject Property; provided, however, Donor's exercise of this reservation shall not prevent the use of the Property as a recreational trail.

4. Improvements to Subject Property. Improvements will be made to the Subject Property as follows:

- A. Donor, at its sole cost and expense, shall:
- a) Remove, within thirty (30) days of execution of this Agreement, all remaining rail and ties, and other debris from the railroad right-of-way, and provide Donee written certification of completion of said removal of materials;
 - b) Pave, within thirty (30) days of Donor's receipt of written certification from Donee that the trail preparation has been completed pursuant to this Section, an asphalt trail ten feet (10') wide and at least three inches (3") thick from the South edge of 11th Street to the East edge of Georgia Street;
 - c) Pay \$4,300.00 towards appropriate signage which will be placed along the trail and at all crossings.
- B. Donee, at its sole cost and expense, shall:
- a) Remove the remaining crossing, including all rail and ties, from city streets; fill in low areas, and smooth and prepare the existing rail bed in preparation for Donor to asphalt the trail. This work shall be completed within forty-five (45) days from Donee's receipt of written certification from Donor that Donor has completed the removal of materials pursuant to this Section;
 - b) Erect barriers at all street intersections and erect a Class III barricade as required by the Manual on Uniform Traffic Control Devices at the East edge of the Highway 69 Bypass right-of-way;
 - c) Purchase all the remaining appropriate signage which will be placed along the trail and at all crossings.

5. Personal Property. Donor is specifically reserving unto itself, and exempting from transfer under this Agreement, all rails, ties, wires, signal systems and other rail and trade materials and personal property on the Subject Property. Donor shall salvage all materials as soon as reasonably possible.

6. Title. Donor shall convey title to the Subject Property to Donee by a Corporate Quit Claim Deed. However, except to the extent caused by the acts or omissions of Donee or its officers, employees or agents following Closing, Donor shall defend Donee and hold Donee harmless from all claims, encumbrances, grants, charges, judgments, liens, taxes and assessments made by a third party against the title to the Subject Property.

7. Compliance with the Trails Act. This Agreement, and all other documents related to this Agreement, are made in accordance with, and subject to, the National Trail System Act, 16 U.S.C. 1247(d) ("the Trails Act") and the rules of the Surface Transportation Board (STB) related to the Trails Act. Any interim use by Donee or its assigns will be subject to the possibility of future restoration of rail service pursuant to Federal law. Subject to the provisions of Section 8 below, in the event that reactivation of rail services on the Subject Property is

deemed necessary by Donor, Donee agrees to transfer, at no cost or expense to Donor, the Property back to Donor, free and clear of any encumbrances or liens not in effect prior to the date of this Agreement. The use of the Subject Property by Donee will not impair future restoration of rail service pursuant to the Trails Act.

8. Reimbursement to Donee. In the event Donor elects to restore rail service over the Subject Property in accordance with the Trails Act, Donor agrees to provide Donee, at least ninety (90) days advance written notice and to reimburse Donee for the cost of all capital improvements Donee has made to the Subject Property prior to receiving such written notice from Donor.

9. Donee's Promise Not to Encumber. Donee shall not do any of the following without the prior written consent of Donor, which consent shall not be unreasonably withheld: (a) make or allow to be made, extend or allow to be extended any leases, contracts, options or agreements whatsoever affecting the Subject Property; (b) cause or permit any lien, encumbrance, mortgage, deed of trust, right, restriction or easement to be placed upon the Subject Property; or (c) permit any mortgage, deed of trust or other lien to be foreclosed upon due to Donee's actions or omission, including failure to make a required payment, or (d) convey any interest in the Subject Property, including but not limited to conveyances of title and transfers of development rights.

10. Donor's Representations. Donor represents the following:

A. Donor has full power and authority to enter into this Agreement and to convey title to the Subject Property in accordance with this Agreement.

B. No one other than Donor will be in possession of, nor have any right to possession of, any portion of the Subject Property at Closing, other than Donee.

C. To the best of Donor's knowledge, there are no:

a) Intended public improvements or private rights which will result in the creation of any liens upon the Subject Property or any portion thereof;

b) Uncured notices from any governmental agency notifying Donor or any violations of law, ordinance, rule or regulation which would affect the Subject Property or any portion thereof;

c) Actual or impending mechanics liens against the Subject Property or any portion thereof.

d) Notices or other information giving Donor reason to believe that any conditions existing on the Subject Property or in the vicinity of the Subject Property or in the ground that may have a material effect on the value of the Subject Property or subject the owner of the Subject Property to potential liabilities under environmental laws.

e) The conveyance of the Subject Property in accordance with this Agreement will not violate any provision of federal, state, or local law.

f) There is no suit, action, arbitration, legal, administrative or other proceeding or inquiry pending or threatened against the Subject Property or any portion thereof, or pending or threatened against Donor which could affect Donor's title to the Subject Property or any portion thereof, affect the value of the Subject Property or any portion thereof, or subject an owner of the Subject Property, or any portion thereof, to liability.

D. To the best of Donor's knowledge, there is no lease, license, permit, option, rental agreement, right of first refusal or other agreement, written or oral, which affects the Subject Property or any portion thereof.

E. To the best of Donor's knowledge, there is no condition at, on, under or related to the Subject Property presently or potentially posing a significant hazard to human health or the environment, whether or not in compliance with law, and there has been no production, use, treatment, storage, transportation, or disposal of any Hazardous Substance, as hereinafter defined, on the Subject Property nor any release or threatened release of any Hazardous Substance, pollutant or contaminant into, upon or over the Subject Property or into or upon ground of the Subject Property. No Hazardous Substance is now or ever has been stored on the Subject Property in underground tanks, pits or surface impoundments and there are no asbestos-containing materials incorporated into the buildings or interior improvements or equipment that are part of the Subject Property or other assets to be transferred pursuant to this Agreement, nor is there any electrical transformer, fluorescent light fixture with ballasts or Hazardous Substance shall have the meaning set forth at 42 U.S.C. Section 9601 (14).

F. The execution of this Agreement will not constitute a breach or default under any agreement to which Donor is bound and/or to which the Subject Property is subject.

G. Donor will reasonably cooperate with Donee in securing all federal, state, and/or private funding for all improvements to the Subject Property which Donee endeavors to undertake.

Each of the above representations is material and is relied upon by Donee, will be deemed to have been made as of closing and will survive closing for a period of ten (10) years.

11. Indemnification and Hold Harmless. Donee assumes the risk of and agrees to indemnify and hold Donor harmless, and to defend Donor against and from any claims, costs, liabilities, expenses (including, without limitation, court costs and attorney's fees) or demands of whatsoever nature or source arising or resulting from (i) any contamination or environmental problems, latent or obvious, discovered or undiscovered, in the Property to be transferred; (ii) any personal injury to or death of persons whomsoever (including, without limitation, employees, agents, or contractors of Donee, Donor or third parties); or (iii) any property damage or destruction of whatsoever nature (including, without limitation, property of Donor or Donee

or property in their care, custody or control, and third party property), where such contamination, environmental problems, injury, death or damage occurs after Closing or, except as limited below, arises out of acts or omissions of Donee occurring before or after the date of Closing.

Donor assumes the risk of and agrees to indemnify and hold Donee harmless, and to defend Donee against and from any claims, costs, liabilities, expenses (including, without limitation, court costs and attorney's fees) or demands of whatsoever nature or source arising or resulting from (i) any contamination or environmental problems, latent or obvious, discovered or undiscovered, in the Property to be transferred; (ii) any personal injury to or death of persons whomsoever (including, without limitation, employees, agents, or contractors of Donee, Donor or third parties); or (iii) any property damage or destruction of whatsoever nature (including, without limitation, property of Donor or Donee or property in their care, custody or control, and third party property), where such contamination, environmental problems, injury, death or damage arises out of acts or omissions of Donor occurring before or after the date of closing.

"Environmental problems" means any cause or action under the Federal Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and any cause or action arising from similar federal, state or local legislation or other rules or law, and private causes of action of whatsoever nature which arise from environmental damage, contamination, toxic wastes or similar causes.

To the extent any drainage issues arise as a result of the construction of the trail on the Subject Property, and said drainage issues affect structures which do not encroach upon the Subject Property, Donor and Donee will work together to come to an equitable solution.

12. Remedies upon Default. In the event Donor defaults in the performance of any of Donor's obligations under this Agreement, Donee shall, in addition to any and all other remedies provided in this Agreement or by law or equity, have the right of specific performance against Donor. In the event Donee defaults in the performance of any of its obligations under this Agreement, Donor shall, in addition to any and all other remedies provided in this Agreement or by law or equity, have the right of specific performance against Donee.

13. Notices. All notices pertaining to this Agreement must be in writing and either personally hand-delivered or sent by first class mail, postage prepaid, to the address set forth below.

DONOR:
South Kansas and Oklahoma Railroad, Inc.
Attn: Dan Smith
315 West 3rd St.
Pittsburg, KS 66762
Tel: (620) 231-2230
Fax: (620) 231-2568

DONEE:
The City of Pittsburg, Kansas
Attn: City Manager
201 W. 4th, P.O. Box 688
Pittsburg, KS 66762
Tel: (620) 231-4100
Fax: (620) 231-0964

All notices will be deemed given when deposited in the mail as provided above, or if by hand, when personally delivered. The parties may by notice as provided above, designate a different address to which notice must be given.

14. Tax Considerations. Donee makes no representation as to the tax consequences of the transaction contemplated by this Agreement. Donor will obtain independent tax counsel and be solely responsible for compliance with the gift value substantiation requirements of the Internal Revenue Code. The parties agree that the donation of the Subject Property by Donor to Donee does not reflect the existence of defects in the Subject Property, such as environmental conditions requiring remediation, known to either or both of them.
15. Legal Costs. If any legal action is brought by either party to enforce any provision of this Agreement, the prevailing party will be entitled to recover from the other party reasonable attorney's fees and court costs in such amounts as allowed by the court.
16. Real Property Taxes. Donee has assumed and shall be responsible for all Real property taxes on the Subject Property attributable to the period after Closing.
17. Time of the Essence. Time is of the essence in this Agreement.
18. Binding on Successors. This Agreement is binding not only upon the parties but also upon their assigns, and other successors in interest.
19. Additional Documents. Donor and Donee shall execute such additional documents, as may be reasonable and necessary to carry out the provisions of this Agreement.
20. Entire Agreement: Modification. This Agreement constitutes the entire agreement between Donor and Donee pertaining to the subject matter contained in it, and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplement, modification, or amendment of this Agreement will be binding unless executed in writing by all the parties.
21. Severability. Each provision of this Agreement is severable from any and all other provisions of this Agreement. If any term or provision(s) of this Agreement is invalid, illegal or unenforceable under present or future laws, the remainder of the Agreement will remain valid and enforceable to the fullest extent permitted by law.
22. No Merger. The obligations contained in this Agreement will not merge with transfer of title but will remain in effect until fulfilled.
23. Counterparts; Facsimile Signatures. This Agreement may be signed in two or more counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument. Facsimile signatures will be acceptable as evidence of execution of this Agreement, and will bind the parties without the need for sending or receiving the original, executed, document.
24. Assignability. Except as limited by federal, state or any applicable law, Donee may freely assign this Agreement but only to an organization recognized under Section 501(c)(3) of the Internal Revenue Code of 1986 as a charitable organization, or to a public agency.

25. Kansas Law. This Agreement is governed by and construed in accordance with the laws of the State of Kansas.

IN WITNESS of the foregoing provisions the parties have signed this Agreement below:

DONOR:

DONEE:

SOUTH KANSAS AND OKLAHOMA
RAILROAD, INC.

THE CITY OF PITTSBURG, KANSAS

By: _____
Dan C. Smith
VP of Real Estate Development

By: _____
Patrick J. O'Bryan, Mayor

ATTEST:

ATTEST:

Secretary

Tammy Nagel, City Clerk

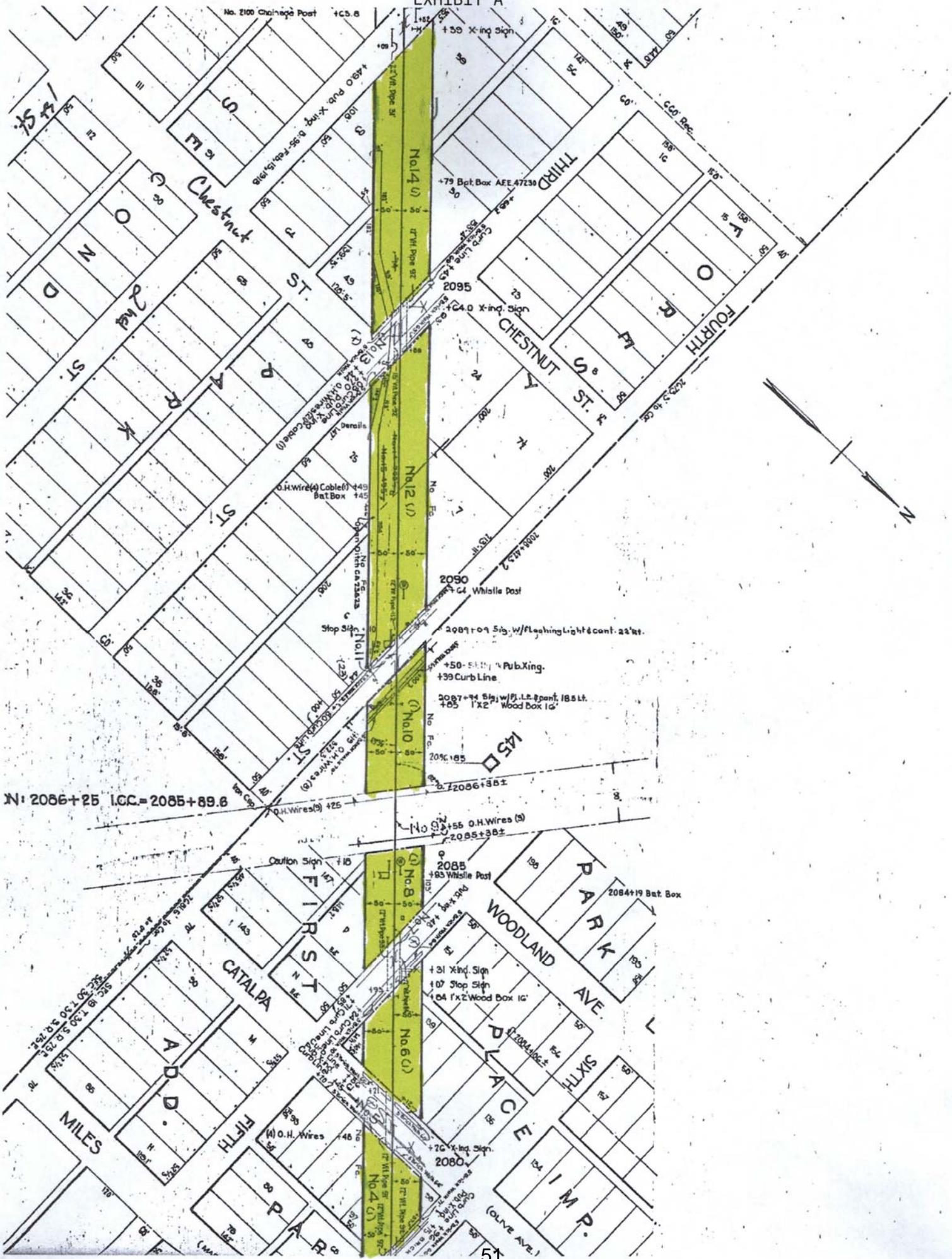
EXHIBIT A

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 FL 11516 W/Carb. 13,146 2048+134
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 1045+80 B Z

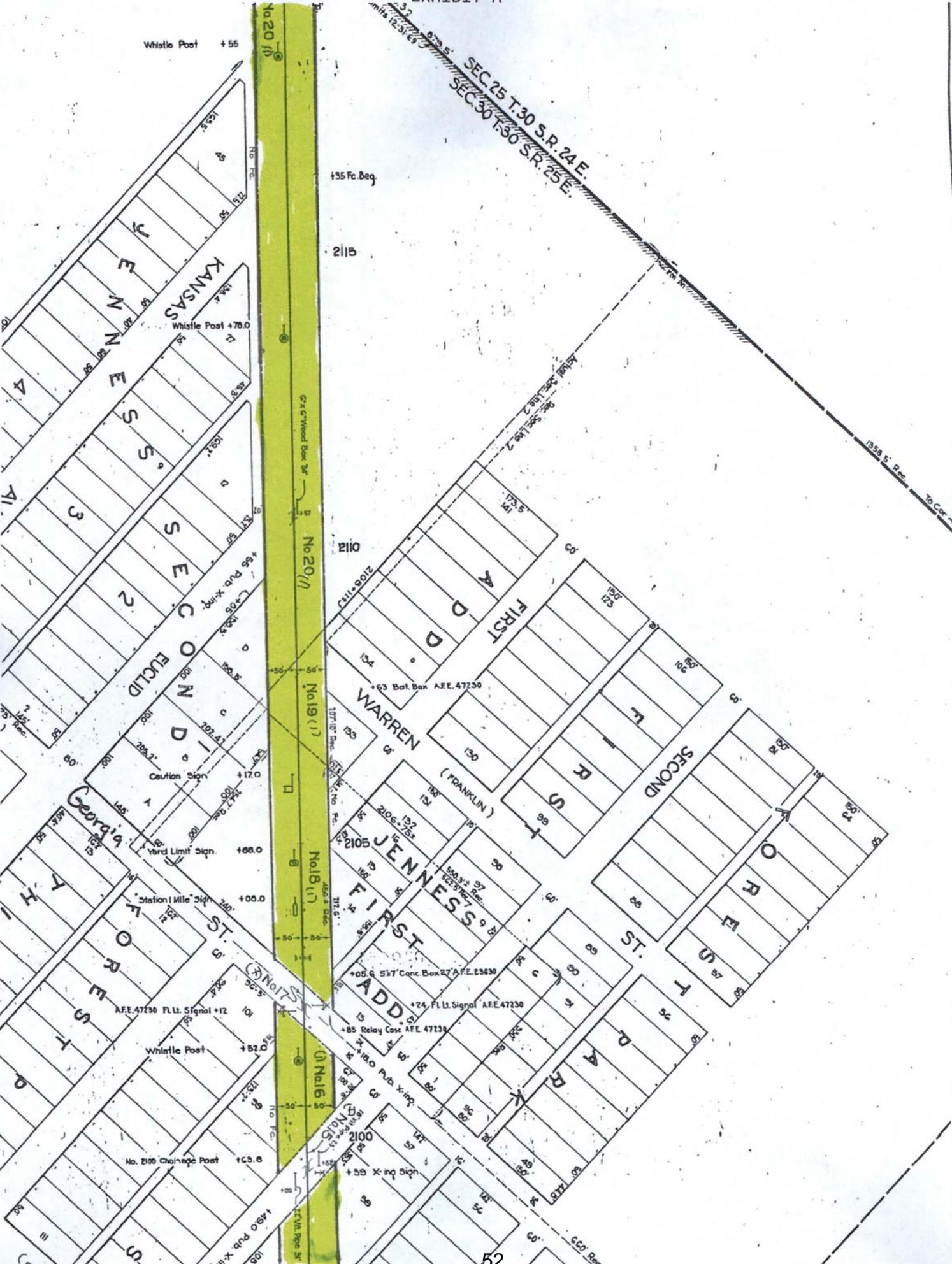
EXHIBIT A



N: 2086+25 I.C.C.=2085+89.8

EXHIBIT A

SEC 25 T.30 S.R. 24 E.
SEC 30 T.30 S.R. 25 E.



Interoffice Memorandum

TO: JOHN D. VAN GORDEN
Interim City Manager

FROM: JON B. GARRISON
Director of Finance & Administration

DATE: May 18, 2010

SUBJECT: Web Site Contract

On Wednesday, April 28, 2010 the City Commission gave approval to begin the process to update the City of Pittsburg's web site. A Web Site Committee was established to investigate web site alternatives. Committee members were: Pam Henderson, City Commissioner; Mark Turnbull, Director of Economic Development; Jeff Wilbert, Interim Director of Parks & Recreation; Tammy Nagel, City Clerk; Jeff Bair, Network Administrator II; and Jon Garrison, Director of Finance & Administration.

The Committee viewed three web site demonstrations. The three companies were GovOffice, eGovStrategies, and CivicPlus. After all three demos were completed, the committee members ranked the companies. CivicPlus was the unanimous number one choice of all committee members. I then notified CivicPlus that they were selected by the Committee. Contract documents were then forwarded to the City and City Attorney Henry Menghini for review. During the review process we added two full days of onsite organizational meetings with individual departments. This was to ensure that each department met individually with CivicPlus to discuss their specific web site needs. Once the project begins, it may be determined that additional planning and training days may be needed. The base contract recommended is a one-time charge of \$32,000, plus \$3,869 annually for support, maintenance and web hosting fee. If additional days of planning and training are actually needed, additional funds will be needed.

Attached is the contract document that City Attorney Henry Menghini has approved and we would like to recommend to the full City Commission that they approve the contract with CivicPlus for \$32,000, but also authorized staff to spend up to \$40,000, if additional planning and training days are needed.

Thank you for your support and please call me if you have any questions.

| | | | |
|---------------------|----------------------------|-------------|----------------|
| Organization | Pittsburg, KS | URL | www.pittks.org |
| Street Address | 201 W. 4 th St. | | |
| Address 2 | PO Box 688 | | |
| City | Pittsburg | State | KS |
| | | Postal Code | 66762 |

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.

| | |
|---|--------------------------|
| Emergency Contact & Mobile Phone | Jeff Bair 620-230-5681 |
| Emergency Contact & Mobile Phone | Justin Hart 620-249-8247 |
| Emergency Contact & Mobile Phone | Pat Walker 620-249-8214 |

| | | | |
|------------------------|----------------------------|--------------------|--|
| Billing Contact | Jon Garrison | E-Mail | jgarrison@pittks.org |
| Phone | 620-231-4100 | Ext. | 5529 |
| | | Fax | 620-231-0964 |
| Billing Address | 201 W. 4 th St. | | |
| Address 2 | PO Box 688 | | |
| City | Pittsburg | Postal Code | 66762-0688 |
| Tax ID # | 48-6041003 | Sales Tax Exempt # | KSR0F9F8DU |
| Billing Terms | Annual (01/01 – 12/31) | Account Rep | Nicole Shaddix |

Info Required on Invoice (PO or Job #)

| | | | |
|-------------------------|--------------|-------|--|
| Contract Contact | Jon Garrison | Email | jgarrison@pittks.org |
| Phone | 620-231-4100 | Ext. | 5529 |
| | | Fax | 620-231-0964 |

| | | | |
|------------------------|--------------|-------|--|
| Project Contact | Jeff Bair | Email | jwbair@pittks.org |
| Phone | 620-230-5681 | Ext. | |
| | | Fax | 620-230-5698 |

Terms & Conditions

Client Deliverable

1. Icon Enterprises, Inc., d/b/a CivicPlus will create a unique website for the Pittsburg, KS (Client) that includes all functionality as defined in Exhibit A – Project Development Services, attached hereto.

Additional Services

2. Client may contract with CivicPlus for additional Consulting, Website Design, Setup, Programming, and Training services (Project Development Services) that exceed those defined in Exhibit A. CivicPlus will invoice Client for the additional services immediately prior to project Go-Live.
3. Client may contract with CivicPlus for additional Annual Support, Maintenance & Hosting services that exceed those defined in Exhibit B – Annual Support, Maintenance & Hosting Services. CivicPlus will invoice Client for annual services immediately prior to project Go-Live.

4. Services that involve billable time beyond the contracted amount will be documented and invoiced. Written approval by the client is necessary before billable time is incurred.
5. Additional module upgrades may be purchased and activated at any time.

Billing & Payment Terms

6. One-third of the total Project Development fee will be billed upon completion of design; one-third of the total Project Development fee will be billed upon completion of content. The remainder of the Project Development fee and any additional Project Development services will be invoiced upon Go-Live.
7. The client shall sign a project completion and acceptance form prior to project go-live. The date may be extended if material system or operational failures are encountered. Immediately upon project Go-Live the final bill for the project development services will be billable and payable, and the first year's annual support and maintenance fees will be billable and payable. All Parties agree that the website will not go-live until the project is accepted in writing by the client.
8. Project Development invoices are due by the first of the following month, but no sooner than 30 days from invoice date.
9. Invoicing for Annual Support, Maintenance & Hosting will begin four months from the date this contract is signed by the client, or upon project Go-Live whichever happens sooner.
10. Annual Support, Maintenance & Hosting invoices may be prorated in order to correlate with the Client's budget year.
11. Fees for CivicPlus Annual Support, Maintenance & Hosting services are invoiced prior to the year of service and are due by the first of the following month, but no sooner than 30 days from invoice date.
12. Service will be discontinued if payment is not made within 30 days after the invoice due date.
13. If the Client's account exceeds 90 days past due, the web service may be temporarily removed from service until the Client's account is made current. Client will be given 30 days notice prior to removal of the website for non-payment.
14. Provided the Client's account is current, at any time the Client may request an electronic copy on CD of the website Customer Content. Client agrees to pay \$225 per completed request.

Agreement Renewal

15. Either party may terminate the Annual Support, Maintenance & Hosting Agreement at the end of the contract term by providing the other party with 60 days written notice, prior to the contract renewal date.
16. In the event that neither party gives 60 days notice prior to the end of the initial or any subsequent term, this Agreement will automatically renew for an additional contract term.
17. Client may terminate this Agreement if CivicPlus is found in default of any obligation hereunder which has not been repaired within thirty (30) days after receipt of written notice of such default. In addition, if at any time after commencement of service, client determines that such services are inadequate, unsatisfactory, or substantially not conforming to the descriptions, warranties, or representations contained herein, the client may terminate the Agreement upon 30 days written notice to CivicPlus.
18. In the event of early termination of this Agreement by the client, full payment of the remainder of the contract is due within 15 days of termination, unless the Client terminates the Agreement in accordance with the terms of paragraph 17 herein.
19. Each year this Agreement is in effect, charges for Annual Support, Maintenance & Hosting services may be increased by CivicPlus by no more than 5% per annum.

Support

20. CivicPlus will provide unlimited telephone support Monday-Friday, 7:00 am – 7:00 pm (Central Time) excluding holidays, for all trained Client staff. Emergency Support is provided on a 24/7/365 basis for emergency contacts named by the Client. Client is responsible for providing CivicPlus with contact updates.

21. Support includes providing technical support of the CivicPlus CMS System, application support (pages and modules), and maintenance of Client's website. Following initial setup, additional page design, graphic design, user training, site modification, and custom programming may be contracted separately for an additional fee.
22. During the period of this agreement and subsequent annual renewals, CivicPlus warrants that it will, without additional charge to the client, immediately correct any problems or defects discovered in the System and reported to CivicPlus by the client, such warranty to include ongoing maintenance upgrades and technical error correction.
23. CivicPlus provides online website statistics software at no extra charge. If Client desires to use another website statistic software, CivicPlus will provide the necessary log file access.

Marketing

24. If applicable, Client agrees to work with the CivicPlus Marketing Department to gather information and meet deadlines associated with website award contest entries throughout the term of this Agreement, provided client has time and resources available. Client permits CivicPlus to include an example of the Client's home page and a link to the Client's website on the CivicPlus corporate website.
25. Client will cooperate with the CivicPlus Marketing Department to create a news item to be released in conjunction with their project Go-Live date. Client will provide CivicPlus with contact information for local and regional media outlets. CivicPlus may use the press release in any marketing materials as desired throughout the term of this Agreement.
26. Client will cooperate with the CivicPlus Marketing Department to create a case study related to their website, provided client has time and resources available.
27. Client agrees to allow CivicPlus to display a "Powered by CivicPlus" insignia and web link at the bottom of their web pages. Client understands that the pricing and any related discount structure provided under this Agreement assumes such perpetual permission.

Intellectual Property, Ownership & Content Responsibility

28. This Agreement is not a sale of the CivicPlus Content Management System (CMS) and its associated applications and modules (the Proprietary System). CivicPlus owns the Proprietary System and provides a right of use to the Client during the period of this Agreement. Rights are non-transferable.
29. Upon full and complete payment of submitted invoices for the development of graphic designs, web content, page designs and banners ("Customer Content"), client will own the Customer Content that is incorporated into the Proprietary System in the course of using the Proprietary System.
30. Upon completion of the development of the site, client will assume full responsibility for Web site content maintenance and content administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.
31. Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Proprietary System in any way; (ii) modify or make derivative works based upon the Proprietary System; (iii) create Internet "links" to the Proprietary System or "frame" or "mirror" any functionality on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Proprietary System in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Proprietary System, or (c) copy any ideas, features, functions or graphics of the Proprietary System.
32. The CivicPlus name, the CivicPlus logo, and the product and module names associated with the Proprietary System are trademarks of CivicPlus, and no right or license is granted to use them.

Indemnification

33. Client shall defend, indemnify and hold harmless CivicPlus, its partners, employees, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses including reasonable attorney's fees, in connection with the operations of and installation of software contemplated by this Agreement, or otherwise arising out of or in any way connected with the CivicPlus provision of service and performance under this

Agreement. This section shall not apply to the extent that any loss or damage is caused by action or inaction on the part of CivicPlus.

- 34. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the customer. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by customer or any entity other than CivicPlus that furnishes services, facilities or equipment used in connection with CivicPlus services or facilities.
- 35. Except as expressly provided in this Agreement, CivicPlus makes no expressed or implied representations or warranties, including any warranties regarding merchantability or fitness for a particular cause.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

Pittsburg, KS

Date

CivicPlus

Date

Sign and Fax this Copy

Attn: Contract Manager
Fax: 785-587-8951

And – Mail Two (2) Signed Originals

CivicPlus Contract Manager
317 Houston St., Suite E
Manhattan, KS 66502

We will fax a counter-signed copy of the faxed contract back to you so we can begin your project. Upon receipt of two signed originals, we will counter-sign and return one copy for your files.

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Exhibit A - CivicPlus Project Deliverables

| | |
|---|-----------------|
| Project Development: Consulting, Website Design, Setup, Programming and Training All Quotes are in US Dollars and Valid for 60 Days from May 10, 2010 | |
| Project Development Fee (see project details) | \$32,000 |

| Project Development Fee includes use of CivicPlus CMS with these modules & functionality: | |
|---|---|
| Modules | Functionality |
| <ul style="list-style-type: none"> • Archive Center • Bid Postings (1 Category) • Business/Resource Directory • Calendar • Carbon Calculator • Document Center • Emergency Alert Notification • Facilities & Reservations (50 Facilities) • FAQs • Featured Info Module • Forms Development Tool (5 Forms - Client develops) • Healthy City Initiative • Intranet (1 Group) • Job Postings (1 Category) • News Flash • Notify Me Email Subscription • Online Job Application (1 Generic Application) • Opinion Poll • Photo Gallery (50 Photos) • Postcard Module • Quick Links • Real Estate Locator (25 Properties) • Request Tracker (5 Users) • Staff Directory | <ul style="list-style-type: none"> • Action Items Queue • Audit Trail / History Log • Automated PDF Converter • Automatic Content Archiving • Dynamic Breadcrumbs • Dynamic Sitemap • Expiring Items Library • Graphic Link Administration • Links Redirect and Broken Links Finder • Menu Management • Mouse-over Menu Structure • Online Editor for Editing and Page Creation • Online Web Statistics (Only with CivicPlus Hosting) • Page Wizard for Preformatted Page Options • Printer Friendly / Email Page • Rotating Content • RSS • Search Engine Registration • Site Layout Options • Site Search & Entry Log • Slideshow • User / Group Permission with Author & Publisher Rights • Web Page Upload Utility • Website Administrative Log |

| Module Upgrades | Functionality Upgrades |
|---|---|
| <ul style="list-style-type: none"> • Job Postings - Unlimited Categories • Forms Development Tool - Unlimited Forms (Client to Develop) | <ul style="list-style-type: none"> • SSL Certificate (\$500) |
| Gov 2.0 Upgrades | |
| <ul style="list-style-type: none"> • Blog • Share | <ul style="list-style-type: none"> • Twitter – Basic Profile Setup • Facebook Integration |

The following pages provide line item cost per phase of development. Optional phases and their associated costs are shown in a separate column.

| Pre-Implementation Options | | Optional Fee | Fee |
|--|---|--|------------|
| Optional: On-Site Kick-Off Meeting | | | |
| <ul style="list-style-type: none"> Project kick-off meeting with departments to provide overview of website project, capabilities and introduction of effective website communication. One day meeting with website committee to discuss design goals and review audience goals Discuss design and layout standards with website committee. | <ul style="list-style-type: none"> Assign information gathering tasks. Deliverable: A document summarizing the meetings, with analysis and recommendations. Design information gathered. Quote includes all travel expenses. | <p><i>Optional - Add \$2,200</i></p> | |
| Optional: On-Site Strategic Planning Meeting with Individual Departments | | | |
| <ul style="list-style-type: none"> Interpretation of current departmental processes and services resulting in recommendations for website solutions. Two days of meetings with up to 12 departments. | <ul style="list-style-type: none"> Deliverable: A document summarizing the meetings, with analysis and recommendations. Design information gathered. Quote includes all travel expenses. | <p><i>Optional - Add \$4,000</i></p> <p><i>Add \$1,800 per additional day (up to 6 departments each day)</i></p> | |

| Objective 1: Establishing Your Site's Focus | | Optional Fee | Fee |
|---|---|---------------------|----------------|
| Phase 1: Analysis and Timeline Development | | | |
| <ul style="list-style-type: none"> Identify custom modules and integration projects. Phone interviews with departments and gather information Review current site statistics, if available. | <ul style="list-style-type: none"> Establish project timeline. Coordinate the DNS details. Deliverable: Project Timeline and worksheets. | | \$1,625 |
| Phase 2: Website Design | | | |
| <ul style="list-style-type: none"> Create a professional and attractive "look and feel" for the entire website. Create the layout for each page which will incorporate photographs, graphic illustrations, topic headings, and dynamic components. Modify design with input from client. | <ul style="list-style-type: none"> Determine customization of modules or custom development projects and provide estimates for project changes. Deliverable: Website Design Composition. | | \$4,800 |
| Phase 3: Navigation Architecture Development | | | |
| <ul style="list-style-type: none"> Develop the global navigation and sub-navigation, persistent navigation, and resource links for the client's website. | <ul style="list-style-type: none"> Determine optimum taxonomy structure. Deliverable: Navigation structure optimized for your website. | | \$810 |
| <ul style="list-style-type: none"> Optional: Onsite Meeting for Individualized Content Planning (up to 12 departments) | | | |
| <ul style="list-style-type: none"> Two days of onsite meetings. Analyze call log. Review assignments. Review individual section's navigation. Identify services and needs of departments Demonstrate best website practices. | <ul style="list-style-type: none"> Review functionality and how it applies to individual sections. Deliverable: Presentation on best practices, review worksheet assignments, and review design composite. Quote includes all travel expenses. | | \$4,000 |
| Phase 4: Modules and Site Setup | | | |
| <ul style="list-style-type: none"> Set up dynamic elements on pages. Additional modules may be established based upon recommendations in Phase 1. | <ul style="list-style-type: none"> Deliverable: Set up a fully functional site, the software that runs the site and statistical analysis for the site. | | \$1,668 |

| Objective 2: Content Development and Page Layout | | <i>Optional Fee</i> | Fee |
|--|--|---|-----------------|
| Phase 5: Content Development | | | |
| <ul style="list-style-type: none"> Develop sitemap as pages are being developed Gather content worksheets from your departments and contact departments as needed for additional content Develop new web pages as needed with assistance from client and migrate existing content | <ul style="list-style-type: none"> Approximately 200 standard pages and up to 500 supporting elements will be developed (You will have ability to create unlimited pages after training) Ongoing review with your staff as major areas are developed Deliverable: Website content development and module content. | <i>Optional - Add \$1,450 per 50 additional pages</i> | \$7,250 |
| Phase 6: Test and Review / Establish Future Expectations | | | |
| <ul style="list-style-type: none"> Make final revisions to website. Quality Assurance review of new website Review ongoing responsibilities of department heads and administrative staff. | <ul style="list-style-type: none"> Deliverable: List of items that need to be addressed. | | \$1,573 |
| Objective 3: Equipping Your Staff for Successful Website Maintenance | | <i>Optional Fee</i> | Fee |
| Phase 7: Consulting and Training for Your Trainers or Website Administrator | | | |
| <p>Included - Basic Page Admin Training</p> <ul style="list-style-type: none"> Basic page development using Page Wizards Applying modules to pages Applied use and usability consulting Effective communication through your website <p>Included - Basic System Admin Training</p> <ul style="list-style-type: none"> Set up groups and users Establish permissions <p>Included - Basic Module Admin Training & Use Slideshow and Images, Document Center, News Flash, Staff Directory, Opinion Poll, Resource Directory, Calendar, FAQs, Quick Links, and RSS</p> | <p>Included - Advanced Module Admin Training & Use</p> <ul style="list-style-type: none"> Archive Center, Notify Me, Intranet, Emergency Alert Notification (Single Page Push) <p>Also includes - Module Upgrade Training Bid Posting, Facilities & Reservations, Forms Development Tool, Online Job Application, Photo Gallery, Real Estate Locator, Request Tracker, Emergency Alert</p> <p>Also includes - Gov 2.0 features Blog, Facebook, Twitter, Share</p> | | |
| ON-SITE TRAINING | | | \$5,800 |
| 3 eight-hour days of on-site training and usability consulting for content administrators (up to 10 employees). Quote includes travel expenses. Laptop training available for additional fee. | | | |
| OR TRAIN-THE-TRAINER | | <i>Optional - \$3,600</i> | |
| 24 hours, online phone training and consulting for up to two employees | | | |
| OR Training in Manhattan, KS - Eight-hour days of On-Site Training and Usability Consulting for Content Administrators (up to 10 employees) in our Manhattan, KS office. Client is responsible for all travel-related arrangements and expenses. | | <i>Optional - \$1,200/day</i> | |
| Additional Option - One day of On-Site Consulting with department administrators to review the website and additional time for basic learners. Review website procedures. Must be combined with on-site training above. | | <i>Optional - \$2,500</i> | |
| Objective 4: Website Deployment | | <i>Optional Fee</i> | Fee |
| Phase 8: Go-Live and Project Review | | | |
| <ul style="list-style-type: none"> Launch site. Gather feedback from staff involved in project. | <ul style="list-style-type: none"> Deliverable: Final project review report. | | \$1,724 |
| Content Fixes – This is a site review and cleanup; the Quality Control team will clean up the site, correcting any issues found in pages that were created by client staff. | | | Included |
| Website Presentation – One day of on-site meetings to present website to stakeholders. Quote includes travel expenses. | | | \$2,000 |
| Phase 9: Marketing | | | |
| <ul style="list-style-type: none"> Registration of site with all major search engines | | | \$250 |
| Phase 10: Ongoing Consultation | | | |
| <ul style="list-style-type: none"> Site review and consulting Layout, design and content recommendations | <ul style="list-style-type: none"> Recommend site enhancements for improved visitor interaction | | Included |
| Total Project Development Fee | | Varies | \$32,000 |

Exhibit B - Annual Support, Maintenance and Hosting Services

Invoicing for Annual Support, Maintenance & Hosting begins four months from contract signing or upon project Go-Live, whichever occurs first.

| | | |
|---|---|---|
| Annual Support, Maintenance and Hosting Fee (Server Storage not to exceed 15GB) | | \$3,869 |
| Optional Monthly Pay Plan (includes \$10 monthly surcharge) | | \$332 |
| Annual Support, Maintenance & Hosting Includes: | | |
| Hosting <ul style="list-style-type: none"> ✓ Shared Web/SQL Server ✓ DNS Consulting & Maintenance ✓ Monitor Bandwidth-Router Traffic ✓ Redundant ISP ✓ Redundant Cooling ✓ Natural Gas Powered Generator ✓ Daily Tape Backup ✓ Intrusion Detection & Prevention ✓ Antivirus Protection ✓ Upgrade Hardware | CivicPlus Application & Modules <ul style="list-style-type: none"> ✓ Install Service Patches for OS ✓ Upgrades ✓ Fixes ✓ Improvements ✓ Integration ✓ Testing ✓ Development ✓ Usage License | Support <ul style="list-style-type: none"> ✓ 7am-7pm (CST), Monday-Friday (excluding holidays) ✓ 24/7 Emergency Support ✓ Dedicated Support Personnel ✓ 2-hour Response During Normal Hours ✓ Usability Improvements ✓ Integrate New & Upgraded Services ✓ Proactive Support for Updates & Fixes ✓ Online Training Manuals ✓ Monthly Newsletters ✓ Phone Consulting |