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CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, September 14, 2010
5:30 PM

CALL TO ORDER BY THE MAYOR:

- a. Invocation provided by Mike Hart of the Trinity Baptist Church
- b. Flag Salute Led by the Mayor
- c. Proclamation - Constitution Week 2010 - Received by Frances Smith
- d. Public Input

CONSENT AGENDA:

- a. Approval of the August 24th City Commission Meeting minutes.
- b. Approval of staff recommendation to appoint Todd Loveland to fill the unexpired term of Scott Roberts as a member of the Parks and Recreation Advisory Board effective immediately and to expire on December 31st, 2011.
- c. Approval of an Order vacating an easement beginning at the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) of Section 18, Township 30 South, Range 25 East, thence West 210 feet, thence South 120 feet to the true point of beginning, also being the North line of the easement, thence East 60 feet, South 10 feet, West 60 feet, thence North 10 feet to the true point of beginning all located in the City of Pittsburg, Crawford County, Kansas. (Request of Clear Link Telephone Corp.)
- d. Approval of an Order vacating the right-of-way of the unimproved Taylor Street beginning at the North right-of-way line of East 4th Street and extending North a distance of 309.79 feet, more or less, to the South right-of-way line of unimproved East 5th Street located adjacent to Lots 14 and 15, Block 7, Playter's 3rd Addition to the City of Pittsburg, Crawford County, Kansas. (Request of Don and Pat Rohrbaugh)
- e. Approval of Ordinance No. G-1097, amending Section 34-31 through 34-40, Section 34-42 and Section 34-43 of the Pittsburg City Code and adopting by reference the 2006 Edition of the International Fire Code as a standard of the International Code Council (ICC), except such parts or portions thereof as are deleted, modified, supplemented or amended by Section 34-33 through Section 34-40. **Second Reading - ROLL CALL VOTE.**

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, September 14, 2010
5:30 PM

- f. Approval of Ordinance No. G-1098 amending Section 54-41 of the Code of the City of Pittsburg, regulating certain public offenses within the corporate limits of the City of Pittsburg, Kansas, by adopting by reference the 2010 Edition of the "Uniform Public Offense Code for Kansas Cities" as published by The League of Kansas Municipalities, save and except such parts or portions as supplemented, deleted or changed; and repealing Ordinance No. G-1076. **Second Reading - ROLL CALL VOTE.**

- g. Approval of Ordinance No. G-1099 amending Section 78-31 of the Code of the City of Pittsburg, Kansas, and providing for the protection of public health, property, and safety, and the regulation of traffic by adopting by reference the 2010 Edition of the "Standard Traffic Ordinance for Kansas Cities" as published by The League of Kansas Municipalities, save and except such parts or portions as supplemented, deleted or changed and repealing Ordinance No. G-1077. **Second Reading - ROLL CALL VOTE.**

- h. Approval of Change Order No. 2 reflecting a deduct of \$37,480.27 making a new contract construction amount of \$655,236.37 for the Sanitary Sewer Line Repair - Project 1.

- i. Approval of final payment in the amount of \$16,731.01 to Home Center Construction, of Pittsburg, Kansas for the Memorial Auditorium Front Step Replacement Project.

- j. Approval of an agreement between the City of Pittsburg and Professional Engineering Consultants, P.A., of Wichita, Kansas, to provide bridge inspection services for the City's 2010 Biennial Bridge Inspection in the amount of \$4,133.00 and, if approved, authorize the Mayor to sign the agreement on behalf of the City.

- k. Approval of the Appropriation Ordinance for the period ending September 15, 2010, subject to the release of HUD expenditures when funds are received. **ROLL CALL VOTE.**

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, September 14, 2010
5:30 PM

CONSIDER THE FOLLOWING:

- a. DANCE HALL LICENSE RENEWAL - THE JUNGLE - Consideration of the application submitted by Richard Peoples for the renewal of the Dance Hall License for The Jungle. **Approve or disapprove renewal of the Dance Hall License application and, if approved, direct the City Clerk to issue the license.**

- b. FACADE GRANT APPLICATION - 622 NORTH BROADWAY - Staff is recommending approval of a Facade Grant Application submitted by Michael and Ruth Ellen Simpson, owners of the property located at 622 North Broadway, in the amount of \$7,500.00, with the conditions that the owner completes all work as presented in the application, meets or increases financial contribution toward facility upgrade matching costs, completes a historic review and passes fire inspection. **Approve or disapprove recommendation and, if approved, authorize the Mayor to sign the appropriate documents.**

- c. REQUEST TO REZONE - The Planning and Zoning Commission, in its meeting of August 23, 2010, voted unanimously to recommend Governing Body approval of a request submitted by J. D. Fisher dba Health A Lifestyle to rezone the 2000 Block of East Centennial from CP-1 Planned Neighborhood Commercial and RP-3 Planned Medium Density Residential to CP-2 Planned General Commercial. **Approve or disapprove recommendation. (If the Governing Body is not in agreement with the recommendation as provided, the State Statutes stipulate that the Governing Body, by a 2/3 majority, may override the recommendation or may return the recommendation to the Planning and Zoning Commission for further consideration. A return of the recommendation must be accompanied with a statement specifying the basis for the Governing Body's returning the recommendation.)**

- d. SOFTWARE PURCHASE - PARKS AND RECREATION DEPARTMENT - **Approve or disapprove staff request to purchase software and hardware from Vermont Systems, Inc. to replace RecWare software and TicketSage at a cost of \$60,223. Approve or disapprove staff request and, if approved, authorize the Mayor to sign the appropriate documents on behalf of the City.**

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, September 14, 2010
5:30 PM

- e. SALES TAX ELECTION QUESTION WORDING - Consider the wording "Shall a retailers' sales tax in an additional amount of one quarter of one percent (.25%) be levied in the City of Pittsburg, Kansas, to take effect April 1, 2011, with the proceeds therefrom used to pay for the maintenance and repair of City streets for a time period not to exceed five (5) years from the date such additional sales tax is first collected?" for the November 2010 sales tax election question. **Take that action deemed appropriate.**

NON-AGENDA REPORTS & REQUESTS:

ADJOURNMENT

Office of the Mayor

CITY OF PITTSBURG, KANSAS

Proclamation

Whereas: September 17th, 2010, marks the two hundred and twenty-third anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

Whereas: It is fitting and proper to officially recognize this magnificent document and the anniversary of its creation; and

Whereas: It is fitting and proper to officially recognize the patriotic celebrations which will commemorate the occasion; and

Whereas: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17th, through September 23rd as Constitution Week.

Now, Therefore, I, Patrick J. O'Bryan, Mayor of the City of Pittsburg, Kansas, do hereby proclaim the week of September 17 – 23, 2010, as

CONSTITUTION WEEK IN PITTSBURG

and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.

Dated this 14th day of September, 2010.

ATTEST:

CITY CLERK

MAYOR

OFFICIAL MINUTES
OF THE
GOVERNING BODY
OF THE
CITY OF PITTSBURG, KANSAS
August 24, 2010

A Regular Session of the Board of Commissioners was held at 5:30 p.m., Tuesday, August 24th, 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.

Jim Akins of the First United Methodist Church provided the invocation.

Mayor O'Bryan led the flag salute.

PUBLIC INPUT –

Merle Lloyd, owner of the sanitation transfer station located at 2905 North Old Rouse, addressed concerns regarding the Governing Body granting permission to the Southeast Kansas Recycling Center to operate a transfer station. Mr. Lloyd requested the Commissioners to reconsider their decision.

Jim Triplett of the Southeast Kansas Recycling Center stated that their transfer station usage fee was intentionally set high to encourage recycling. If citizens don't recycle, it would be more economical for them to have weekly curbside pickup from a local hauler.

Cynthia Sacanne, Frontenac resident and owner of property in the City limits of Pittsburg, expressed concern regarding the home located at 709 North Chestnut. According to Ms. Sacanne, the home is dilapidated and has no running water. Assistant Director of Public Works Todd Kennemer explained that the Public Works Department has attempted to notify the property owner by certified mail. It was the consensus of the Governing Body to meet in the near future to discuss how to deal with nuisance properties in a more timely manner.

APPROVAL OF MINUTES – AUGUST 10th, 2010 - On motion of Henderson, seconded by Beezley, the Governing Body approved the minutes of the August 10th, 2010, City Commission Meeting as submitted. Motion carried. Absent: Draper.

ORDINANCE NO. G-1096 – On motion of Henderson, seconded by Beezley, the Governing Body approved Ordinance No. G-1096, amending Section 2-72 of the Pittsburg City Code to provide that the Director of Human Resources is subject to certain residency restrictions on second reading 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
August 24, 2010

ORDINANCE NO. G-1097 – On motion of Henderson, seconded by Beezley, the Governing Body approved Ordinance No. G-1097, amending Section 34-31 through 34-40, Section 34-42 and Section 34-43 of the Pittsburg City Code and adopting by reference the 2006 Edition of the International Fire Code as a standard of the International Code Council (ICC), except such parts or portions thereof as are deleted, modified, supplemented or amended by Section 34-33 through Section 34-40, on first reading. Motion carried. Absent: Draper.

ORDINANCE NO. G-1098 – On motion of Henderson, seconded by Beezley, the Governing Body approved Ordinance No. G-1098 amending Section 54-41 of the Code of the City of Pittsburg, regulating certain public offenses within the corporate limits of the City of Pittsburg, Kansas, by adopting by reference the 2010 Edition of the “Uniform Public Offense Code for Kansas Cities” as published by The League of Kansas Municipalities, save and except such parts or portions as supplemented, deleted or changed; and repealing Ordinance No. G-1076, on first reading. Motion carried. Absent: Draper.

ORDINANCE NO. G-1099 – On motion of Henderson, seconded by Beezley, the Governing Body approved Ordinance No. G-1099 amending Section 78-31 of the Code of the City of Pittsburg, Kansas, and providing for the protection of public health, property, and safety, and the regulation of traffic by adopting by reference the 2010 Edition of the “Standard Traffic Ordinance for Kansas Cities” as published by The League of Kansas Municipalities, save and except such parts or portions as supplemented, deleted or changed and repealing Ordinance No. G-1077, on first reading. Motion carried. Absent: Draper.

EMPLOYEE HANDBOOK POLICY 513 REVISION – On motion of Henderson, seconded by Beezley, the Governing Body approved the revision of Policy No. 513 of the Employee Handbook regarding Education Assistance. Motion carried. Absent: Draper.

DISPOSITION OF BIDS – MEMORIAL AUDITORIUM SEAT REPAIR – On motion of Henderson, seconded by Beezley, the Governing Body awarded the bid for the repair of approximately 384 seats at the Memorial Auditorium and Convention Center to American Office Services, Westlake, Ohio, on the basis of their bid of \$24,940.80, and authorized the Mayor to sign the contract documents once prepared. Motion carried. Absent: Draper.

OFFICIAL MINUTES
OF THE
GOVERNING BODY
OF THE
CITY OF PITTSBURG, KANSAS
August 24, 2010

2010 NON-PROFIT GRANT AWARDS – On motion of Henderson, seconded by Beezley, the Governing Body approved the recommendation of the Citizens Advisory Board to award 2010 Non-Profit Grant Awards as follows: Broadway Towers in the amount of \$2,500, Crisis Resource Center in the amount of \$5,000, Habitat for Humanity in the amount of \$2,500, and Hearts & Hammers in the amount of \$5,000. Motion carried. Absent: Draper.

LEAGUE MEETING VOTING DELEGATES – On motion of Henderson, seconded by Beezley, the Governing Body appointed Patrick O'Bryan, Marty Beezley, Pam Henderson, and Bill Rushton as voting delegates and John VanGorden, Jon Garrison, Scott Crain, and Mark Turnbull as alternate voting delegates to represent the City at the League of Kansas Municipalities Annual Meeting scheduled for October 9th through 12th, 2010, in Overland Park, Kansas. Motion carried. Absent: Draper.

APPROPRIATION ORDINANCE – On motion of Henderson, seconded by Beezley, the Governing Body approved the Appropriation Ordinance for the period ending August 25th, 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.

J&A CAFÉ LOAN – On motion of Beezley, seconded by Henderson, the Governing Body approved the recommendation of the Economic Development Advisory Committee to grant a four year loan for \$25,000.00 at a 6% interest rate to J & A Café of Kansas, Inc. with personal guarantees on the loan from Ahmad Enayati and James R. Kendall, with four new jobs to be created within the loan term. Motion carried. Absent: Draper.

PUBLIC HEARING - REQUEST TO VACATE – Following Public Hearing, on motion of Beezley, seconded by Henderson, the Governing Body approved the request submitted by Don and Pat Rohrbaugh to vacate the right-of-way of unimproved Taylor Street beginning at the North right-of-way line of East 4th Street and extending North a distance of 309.00 feet, more or less, to the South right-of-way line of unimproved East 5th Street located adjacent to Lots 14 and 15, Block 7, Playter's 3rd Addition to the City of Pittsburg, Kansas, and directed preparation of the necessary order. Motion carried. Absent: Draper.

OFFICIAL MINUTES
OF THE
GOVERNING BODY
OF THE
CITY OF PITTSBURG, KANSAS
August 24, 2010

PUBLIC HEARING - REQUEST TO VACATE – Following Public Hearing, on motion of Henderson, seconded by O'Bryan, the Governing Body approved the request submitted by Clear Link Telephone Corp., to vacate an easement beginning at the NE1/4 of the SE1/4 of Section 18, Township 30 South, Range 25 East, thence West 210 feet, thence South 120 feet to the true Point of Beginning, also being the North line of the easement, thence East 60 feet, South 10 feet, West 60 feet, thence North 10 feet to the true Point of Beginning located in the City of Pittsburg, Crawford County Kansas, and directed preparation of the necessary order. Motion carried. Absent: Draper.

DISPOSITION OF BIDS – Following a verbal recommendation by Director of Public Works Bill Beasley, on motion of Henderson, seconded by Beezley, the Governing Body awarded the bid for sidewalk construction at the hiking/biking trailhead at 11th and Broadway to B&H Construction, of Pittsburg, Kansas, in the amount of \$15,582.00 and authorized the Mayor to sign the contract documents when they are prepared. Motion carried.

Commissioner Beezley noted that Watco is paying for the paving of the hiking and biking trail.

US69 BYPASS SANITARY SEWER REPLACEMENT – On motion of Rushton, seconded by Henderson, the Governing Body approved Change Order No. 2 reflecting an increase of \$61,151.14 and final payment in the amount of \$81,586.04 to Polston Construction, Inc., of Lamar, Missouri, for the US69 Bypass Sanitary Sewer Replacement Project (new contract construction amount of \$147,744.14). Motion carried. Absent: Draper.

FIRE DEPARTMENT TURN OUT GEAR REPLACEMENT – On motion of Rushton, seconded by Henderson, the Governing Body authorized Fire Department staff to receive sealed bids for the replacement of Turn Out Gear. Motion carried. Absent: Draper.

Commissioner Rushton urged Fire Chief Crain to not allow gear to reach its expiration date in the future.

BULLET PROOF VEST PARTNERSHIP GRANT – On motion of Rushton, seconded by Beezley, the Governing Body approved the request of the Police Department for funding allocation in the amount of \$13,600 for FY2011 to be utilized as matching funds for a Federal Grant for the purchase of protective body armor. Motion carried. Absent: Draper.

SECURITY SYSTEM FOR LAW ENFORCEMENT CENTER – On motion of Henderson, seconded by Beezley, the Governing Body authorized staff to receive bids for the purchase of security screening equipment for the Beard-Shanks Law Enforcement Center. Motion carried. Absent: Draper.

OFFICIAL MINUTES
OF THE
GOVERNING BODY
OF THE
CITY OF PITTSBURG, KANSAS
August 24, 2010

SALES TAX ELECTION QUESTION WORDING – It was the consensus of the Governing Body to consider wording for the November 2010 ballot to be as follows: “Shall a retailers’ sales tax in an additional amount of one quarter of one percent (.25%) be levied in the City of Pittsburg, Kansas, to take effect April 1, 2011, with the proceeds therefrom used to pay for the maintenance and repair of city streets for a time period not to exceed five (5) years from the date such additional sales tax is first collected?” This item will be discussed further during the September 14th, 2010, Commission meeting. Absent: Draper.

NON-AGENDA REPORTS AND REQUESTS:

DIRECTOR OF HUMAN RESOURCES – Interim City Manager introduced Megan Fry, the City’s new Director of Human Resources.

PUBLIC UTILITIES BUILDING – Director of Public Utilities John Bailey discussed concerns regarding the construction of the new Public Utilities Building.

COMMISSIONER DRAPER – It was noted that Commissioner Draper is home for a visit from Africa and attended a portion of the meeting as a member of the audience.

ADJOURNMENT: On motion of Beezley, seconded by Henderson, the Governing Body adjourned the meeting at 6:59 p.m. Motion carried.

Patrick J. O’Bryan, Mayor

ATTEST:

Tammy Nagel, City Clerk



PARKS AND RECREATION

710 West 9th Street · Pittsburg KS 66762

(620) 231-8310

www.pittks.org

INTEROFFICE MEMORANDUM

To: John D. VanGorden
Interim City Manger

From: Kim Vogel,
Director of Parks and Recreation

CC: Tammy Nagel, City Clerk

Date: August, 31, 2010

Subject: Agenda Item – September 14, 2010
Parks and Recreation Advisory Board Vacancy

Scott Roberts has resigned from the Parks and Recreation Advisory and we are in need of a citizen to serve out his unexpired first term through December 2011.

Todd Loveland submitted a letter to serve on the Board the last time a vacancy occurred and is still interested in serving on the Board. Parks and Recreation staff, along with current members of the Parks and Recreation Advisory Board, are recommending Todd Loveland serve out the unexpired term of Scott Roberts through December 2011.

In this regard could you please place an item on the agenda for the City Commission meeting scheduled for Tuesday, September 14, 2010. Action necessary will be to approve or disapprove Todd Loveland serving out Scott Roberts unexpired term through December 2011.

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

Attachments: Letter From Todd Loveland

RECEIVED

NOV 16 2004

Pittsburg Parks and Recreation Department
201 W 4th
Pittsburg, KS. 66762

Pittsburg City Clerk

Dear Sirs,

I am writing in regards to the position on the Parks and Recreation board. I have lived in Pittsburg for over thirty five years and have had the privilege to be a participant in many of the parks offerings, throughout my residence. I yearly participate in golf, tennis, and softball, tournaments and leagues. I have also helped Kim Vogel and John Van Gordon with the scheduling of some of the entertainment during the 4th of July celebration. I was also in charge of the first Frisbee Golf tournament, which was also held over the 4th of July weekend. It would be my honor to serve on this board. Thank you for your consideration.

Respectfully,


Gregg Todd Loveland

ORDER VACATING AN EASEMENT

AN ORDER, vacating an easement beginning at the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) of Section 18, Township 30 South, Range 25 East, thence West 210 feet, thence South 120 feet to the true point of beginning, also being the North line of the easement, thence East 60 feet, South 10 feet, West 60 feet, thence North 10 feet to the true point of beginning all located in the City of Pittsburg, Crawford County, Kansas.

WHEREAS, Notice has been duly given that the Governing Body would hold a public hearing to consider a Petition to vacate that portion of the easement hereinafter described, with notice being published in the Morning Sun of July 28, 2010, pursuant to K.S.A. 12-504;

WHEREAS, said public hearing was held on August 24, 2010, with no one appearing in opposition to the Petition;

WHEREAS, no private rights will be injured or endangered by the vacation, the public will suffer no loss or inconvenience thereby, and the Petition shall be granted;

WHEREAS, no written objection to the Petition has been filed by any owner or adjoining party who would have been a proper party to the Petition; and

WHEREAS, it is by the Governing Body of the City of Pittsburg, Kansas, deemed expedient and in the best interest of the City that the portion of the easement hereinafter described be vacated.

NOW, THEREFORE, BE IT ORDERED BY THE GOVERNING BODY OF THE CITY OF PITTSBURG, KANSAS.

Section 1: The easement described as:

Beginning at the Northeast Quarter (NE ¼) of the Southeast Quarter (SE¼) of Section 18, Township 30 South, Range 25 East, thence West 210 feet, thence South 120 feet to the true point of beginning, also being the North line of the easement, thence East 60 feet, South 10 feet, West 60 feet, thence North 10 feet to the true point of beginning all located in the City of Pittsburg, Crawford County, Kansas is hereby vacated.

Section 2: The land comprising that portion of the easement hereby vacated and closed shall revert to the adjoining owner(s) of land in the same proportion as when originally taken.

Section 3: Upon the passage of this Order, the City Clerk shall certify true copies thereof and send one copy to the office of the County Clerk and also a certified copy thereof to the office of the Register of Deeds for recording as provided by K.S.A. 12-505.

SO ORDERED AND PASSED the 14th day of September, 2010.

Mayor – Patrick J. O'Bryan

ATTEST:

City Clerk – Tammy Nagel

(SEAL)

ORDER VACATING PORTION OF A RIGHT-OF-WAY

AN ORDER, vacating the right-of-way of the unimproved Taylor Street beginning at the North right-of-way line of East 4th Street and extending North a distance of 300 feet, more or less, to the South right-of-way line of unimproved East 5th Street located adjacent to Lots 14 and 15, Block 7, Playter's 3rd Addition to the City of Pittsburg, Crawford County, Kansas.

WHEREAS, Notice has been duly given that the Governing Body would hold a public hearing to consider a Petition to vacate a portion of the right-of-way hereinafter described, with notice being published in The Morning Sun on July 28, 2010, pursuant to K.S.A. 12-504;

WHEREAS, said public hearing was held on August 24, 2010, with no one appearing in opposition to the Petition;

WHEREAS, no private rights will be injured or endangered by the vacation, the public will suffer no loss or inconvenience thereby, and the Petition shall be granted; and

WHEREAS, it is by the Governing Body of the City of Pittsburg, Kansas, deemed expedient and in the best interest of the City that the portion of right-of-way hereinafter described be vacated.

NOW, THEREFORE, BE IT ORDERED BY THE GOVERNING BODY OF THE CITY OF PITTSBURG, KANSAS.

Section 1:

Beginning at the North right-of-way line of East 4th Street and extending North a distance of 300 feet, more or less, to the South right-of-way line of unimproved East 5th Street located adjacent to Lots 14 and 15, Block 7, Playter's 3rd Addition to the City of Pittsburg, Crawford County, Kansas is hereby vacated.

Section 2: The City of Pittsburg reserves to itself and other public utilities an easement upon a portion of the right-of-way hereby vacated for the purpose of constructing, maintaining, operating, repairing and replacing public utility lines and pipes. Said easement is described as follows:

Beginning at the Southwest Corner of Lot 15, Block 7, of Playter's 3rd Addition to the City of Pittsburg, Crawford County, Kansas: thence west 20 feet to the point of beginning, thence north and parallel to the west line of said Lot 15, a distance of 142 feet, thence east 20 feet, to the Northwest corner of said Lot 15, thence north 16 feet to the Southwest corner of Lot 14, thence west 20 feet, thence north 142 feet to a point being 20 feet west of the Northwest corner of Lot 14, thence west 20 feet, thence south 300 feet, thence 20 feet east to the point of beginning.

Section 3: This Order shall take effect upon it being signed by the Mayor, attested by the City Clerk, and upon being filed of record.

Section 4: Upon the passage of this Order, the City Clerk shall certify true copies thereof and send one copy to the office of the County Clerk and also a certified copy thereof to the office of the Register of Deeds for recording as provided by K.S.A. 12-505.

SO ORDERED AND PASSED the 14th day of September, 2010.

Mayor – Patrick O'Bryan

ATTEST:

City Clerk - Tammy Nagel
(SEAL)



DEPARTMENT OF PUBLIC WORKS

201 West 4th Street · Pittsburg KS 66762

(620) 231-4170

www.pittks.org

Interoffice Memorandum

TO: JOHN D. VANGORDEN
Interim City Manager

FROM: WILLIAM A. BEASLEY
Director of Public Works

DATE: September 3, 2010

SUBJECT: Agenda Item – September 14, 2010
Change Order 2
Sanitary Sewer Line Repair – Project 1
KWPCRF Project No. C20 1656 01

Attached you will find Change Order No. 2 for the above-referenced project. This change order revises plan quantities to reflect quantities actually measured in the field for completed work. This change order reflects a decrease of \$37,480.27 making a new contract construction amount of \$655,236.37.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, September 14, 2010. Action necessary will be approval or disapproval of Change Order No. 2.

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

Attachment: Change Order No. 2

cc: Tammy Nagel, City Clerk
Project File
Memo File

CHANGE ORDER FORM

PROJECT Sanitary Sewer Line Repair Project No. 1 KWCPRF Project No. C20 1656 01	DATE August 17, 2010	CHANGE ORDER NO. 2
CONTRACT BIDS RECEIVED CONTRACTOR: SAK Construction, LLC ADDRESS: 103 N. Cool Springs Rd. O'Fallon, MO 63366		
ORIGINAL CONTRACT CONSTRUCTION AMOUNT CHANGE ORDER NO. 1 CONTRACT CONSTRUCTION AMOUNT BY PREVIOUS CHANGE ORDERS	1 THRU PREVIOUS CHANGE ORDERS	\$ 668,779.30 23,937.34 \$ 692,716.64

ITEM NO.	DESCRIPTION	CHANGE IN QUANTITY	UNIT	UNIT PRICE	CHANGE IN PRICE	EXPLANATION
1	Mobilization	0	L.S.	\$ 5,000.00	\$0.00	
2	Traffic Control	0	L.S.	3,500.00	0.00	
3	Erosion Control	0	L.S.	4,000.00	0.00	
4	Site Clearing	0	L.S.	2,500.00	0.00	
5	Site Restoration	0	L.S.	10,000.00	0.00	
6	Rehabilitate Sanitary Sewer-Cured In Place Method (8" Pipe)	-1,044.7	L.F.	20.70	-21,625.29	Variations In Actual Field Conditions-Measured Quantity
7	Rehabilitate Sanitary Sewer-Cured In Place Method (10" Pipe)	0.0	L.F.	22.15	0.00	Variations In Actual Field Conditions-Measured Quantity
8	Rehabilitate Sanitary Sewer-Cured In Place Method (12" Pipe)	-1,689.1	L.F.	22.80	-38,511.48	Variations In Actual Field Conditions-Measured Quantity
9	Rehabilitate Sanitary Sewer-Cured In Place Method (15" Pipe)	0.0	L.F.	38.35	0.00	Variations In Actual Field Conditions-Measured Quantity
10	Replace Sanitary Sewer-By Trenchless Methods (8" Pipe)	442.0	L.F.	25.75	11,381.50	Variations In Actual Field Conditions-Measured Quantity
11	Point Repairs (8" Pipe) (0'-12')	0	EA	1,250.00	0.00	Variations In Actual Field Conditions-Measured Quantity
12	Point Repairs (8" Pipe) (12'-24')	1	EA	2,000.00	2,000.00	Variations In Actual Field Conditions-Measured Quantity
13	Point Repairs (10" Pipe) (0'-12')	-1	EA	2,500.00	-2,500.00	Variations In Actual Field Conditions-Measured Quantity
14	Reconnect Service Taps (8" Pipe)(After Trenchless Replacement)	13	EA	925.00	12,025.00	Variations In Actual Field Conditions-Measured Quantity
15	Reconnect Service Taps (8" Pipe) (Point Repair)	1	EA	400.00	400.00	Variations In Actual Field Conditions-Measured Quantity
16	Reconnect Service Taps (10" Pipe) (Point Repair)	0	EA	500.00	0.00	Variations In Actual Field Conditions-Measured Quantity
17	Internal Tap Reconnections	-26	EA	25.00	-650.00	Variations In Actual Field Conditions-Measured Quantity
18	Removal of Protruding Taps (Internal)	0	EA	125.00	0.00	Variations In Actual Field Conditions-Measured Quantity
19	Rehabilitate Storm Sewer-Cured In Place Method (18" Pipe)	0.0	L.F.	40.00	0.00	
20	Shim Sewer Line (MH 4B-124 to MH 4B-125)	0	L.S.	4,500.00	0.00	
	Replace Sanitary Sewer-By Trenchless Methods (15" Pipe)	0.0	L.F.	89.25	0.00	Added Work To Address Problems Found in Linés Between MH 3C-27 and MH 3C-29
TOTAL CHANGE ORDER AMOUNT						-\$37,480.27

NEW CONTRACT CONSTRUCTION AMOUNT PREPARED BY: Bruce Remsburg, P.E., City Engineer APPROVED BY: William A. Beasley, Director of Public Works ACCEPTED BY: SAK Construction, LLC	DATE OF APPROVAL BY CITY COMMISSION: DATE: 8-20-10 DATE: 8-18-10
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DEPARTMENT OF PUBLIC WORKS

201 West 4th Street · Pittsburg KS 66762

(620) 231-4170

www.pittks.org

Interoffice Memorandum

TO: JOHN D. VANGORDEN
Interim City Manager

FROM: WILLIAM A. BEASLEY
Director of Public Works

DATE: September 3, 2010

SUBJECT: Agenda Item – September 14, 2010
Final Payment
Memorial Auditorium Front Step Replacement

Home Center Construction has completed the construction of the main entrance steps for the Memorial Auditorium and is requesting final payment in the amount of \$16,731.01. There was only one change order on this project, which included additional waterproofing and a protective membrane on the exterior walls. This change order reflected an increase of \$3,952.03 making a new contract construction amount of \$74,232.03. This project was financed through the issuance of G.O. Bonds.

This work included removal of the existing steps, waterproofing of the exterior wall underneath the steps and replacement of the steps including a snow melt system which should keep the steps clear of ice during cold and inclement weather. Also included in this project were repairs to the plaster wall in the lower level of the auditorium directly underneath the main entrance steps.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, September 14, 2010. Action necessary will be to approve or disapprove the final payment due the contractor in the amount of \$16,731.01.

Attachment: Final Payment Documents

cc: Tammy Nagel, City Clerk
Jeff Wilbert, Memorial Auditorium Manager
Project File
Memo File

APPLICATION FOR PAYMENT

CAP702
Page: 1 of 2

Application No.: Application Date: Period To: Contract Date:
 2 JUL 31, 2010 JUL 31, 2010

Project Nos.:

Distribution List:

<input type="checkbox"/>	Owner	<input type="checkbox"/>	Construction Mgr
<input type="checkbox"/>	Architect	<input type="checkbox"/>	Field
<input type="checkbox"/>	Contractor	<input type="checkbox"/>	Other

PROJECT:
 7425
 New Entry Stairs for
 Pittsburg Memorial Auditorium

From Contractor:
 Home Center Construction, Inc.
 420 W. Atkinson
 Pittsburg, KS 66762

VIA ARCHITECT

CONTRACT FOR:

Contractor's Application for Payment

Application is made for payment as shown below, with attached Continuation Sheet.

1. Original Contract Amount: \$ 70,280.00
2. Net of Change Orders: \$ 3,952.03
3. Net Amount of Contract: \$ 74,232.03
4. Total Completed & Stored to Date: \$ 74,232.03
5. Retainage Summary:

- a. 0.00 % of Completed Work \$ 0.00
 - b. 0.00 % of Stored Material \$ 0.00
- Total Retainage: \$ 0.00

6. Total Completed Less Retainage: \$ 74,232.03
7. Less Previous Applications: \$ 57,501.00

8. Current Payment Due, This Application: \$ 16,731.03

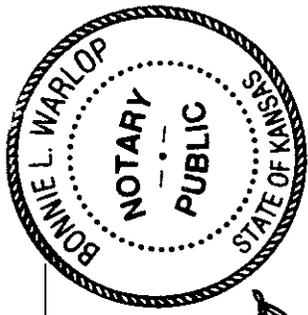
9. Contract Balance (Including Retainage): \$ 0.00

CHANGE ORDER Activity	Additions	Subtractions
Total previously approved:	3,952.03	0.00
Total approved this Month:	0.00	0.00
Sub Totals:	3,952.03	0.00
NET of Change Orders:	3,952.03	

CONTRACTOR'S CERTIFICATION:

The Contractor's signature here certifies that, to the best of their knowledge, this document accurately reflects the work completed in this Application for Payment. The Contractor also certifies that all payments have been made for work on previous Applications for Payment and also that the Current Payment is Due.

(Authorizing Signature) Bill Warlop
 Home Center Construction, Inc.



Date: JUL 31, 2010
 State Authorized: Kansas
 County of: Crawford
 Subscribed and sworn to before me this 31st day of July
 Notary Public: Bonnie L. Warlop
 My Commission expires: April 26, 2012

ARCHITECT'S CERTIFICATION:

The Architect's signature here certifies that, based on their own observations, the Contract Documents and the information contained herein, this document accurately reflects the work completed in this Application for Payment. The Architect also certifies the Contractor is entitled to the amount certified for payment.

AMOUNT CERTIFIED:

[Signature]
 (Architect's Signature)

Date: 6/26/10

APPLICATION FOR PAYMENT - CONTINUATION SHEET

CAP703

From:

Home Center Construction, Inc.
420 W. Atkinson
Pittsburg, KS 66762

To:

City of Pittsburg
201 W. 4th
Pittsburg, KS 66762

Project:

7425
New Entry Stairs for
Pittsburg Memorial Auditorium

Application No: 2

Application Date: 7/31/2010

Period To: 7/31/2010

Contract Date: / /

Architects Project#:

A Item No	B Description of Work	C Contract Value	D Work Completed From Previous Application (D + E)	E Work Completed This Period	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	% (G / C)	H Balance To Finish (C - G)	I Retainage (If Variable Rate)
1	General Requirements	1,062.00	1,062.00	0.00	0.00	1,062.00	100	0.00	0.00
2	OH&P	6,438.00	5,700.00	738.00	0.00	6,438.00	100	0.00	0.00
3	Bond	1,182.00	1,182.00	0.00	0.00	1,182.00	100	0.00	0.00
4	Supervision	1,600.00	1,600.00	0.00	0.00	1,600.00	100	0.00	0.00
5	Demolition	2,500.00	2,500.00	0.00	0.00	2,500.00	100	0.00	0.00
6	Sitework & Testing	2,300.00	1,700.00	600.00	0.00	2,300.00	100	0.00	0.00
7	Concrete	9,980.00	9,980.00	0.00	0.00	9,980.00	100	0.00	0.00
8	Guard Rail	5,052.00	0.00	5,052.00	0.00	5,052.00	100	0.00	0.00
9	Waterproof & Drain	6,436.00	6,436.00	0.00	0.00	6,436.00	100	0.00	0.00
10	Patch Interior Wall	750.00	750.00	0.00	0.00	750.00	100	0.00	0.00
11	Electrical	32,980.00	32,980.00	0.00	0.00	32,980.00	100	0.00	0.00
12	Change Order #1	3,952.03	0.00	3,952.03	0.00	3,952.03	100	0.00	0.00
		74,232.03	63,890.00	10,342.03	0.00	74,232.03	100	0.00	0.00

**CONSENT OF SURETY
TO FINAL PAYMENT**

AIA Document G707

- OWNER
- ARCHITECT
- CONTRACTOR
- SURETY
- OTHER

Bond No. GRKS13471

TO OWNER:
(Name and address)

City of Pittsburg, KS
201 W. 4th Street
Pittsburg, KS 66762

PROJECT:
(Name and address)

New Main Entry Stairs for Pittsburg Memorial Auditorium, PEC Project No. 334-07E03-022-0830

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

CONTRACT DATED:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Granite Re, Inc.
14001 Quailbrook Drive
Oklahoma City, OK 73134

, SURETY,

on bond of
(Insert name and address of Contractor)

Home Center Construction, Inc.
420 W Atkinson
Pittsburg, KS 66762

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

City of Pittsburg, KS
201 W. 4th Street
Pittsburg, KS 66762

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: August 17, 2010
(Insert in writing the month followed by the numeric date and year.)

Granite Re, Inc.

(Surety)

Cynthia L. Whitney

(Signature of authorized representative)

Cynthia L. Whitney Attorney-in-Fact

(Printed name and title)

Attest:
(Seal):

Monica F. Hein
Monica F. Hein, Witness

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

DEBRA L. WALZ; MARTHA L. GILFILLAN; S. MARK WILKERSON; DOUGLAS S. ANDERSON; CYNTHIA L. WHITNEY; MONICA F. HEIN; RODNEY W. PADDOCK its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

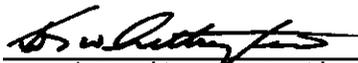
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

DEBRA L. WALZ; MARTHA L. GILFILLAN; S. MARK WILKERSON; DOUGLAS S. ANDERSON; CYNTHIA L. WHITNEY; MONICA F. HEIN; RODNEY W. PADDOCK may lawfully do in the premises by virtue of these presents.

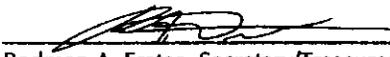
In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 26th day of April, 2010.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





Kenneth D. Whittington, President



Rodman A. Frates, Secretary/Treasurer

On this 26th day of April, 2010, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Rodman A. Frates, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Rodman A. Frates were respectively the President and the Secretary/Treasurer of the GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
May 9, 2012
Commission #: 00005708





Notary Public

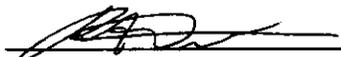
GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

“RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking.”

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
17th day of August, 2010.





Rodman A. Frates, Secretary/Treasurer

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

AIA Document G706A

(Instructions on reverse side)

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

TO OWNER:

(Name and address)

City of Pittsburg
201 W. 4th St.
Pittsburg, KS 66762

ARCHITECT'S PROJECT NO.:

334-07E03-022-0830

CONTRACT FOR:

\$74,232.03

CONTRACT DATED:

March 9, 2010

PROJECT:

(Name and address)

New Main Entry Stairs for
Pittsburg Memorial Auditorium

STATE OF: Kansas

COUNTY OF: Crawford

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: Home Center Construction, Inc.
(Name and address) 420 W. Atkinson Rd.
Pittsburg, KS 66762

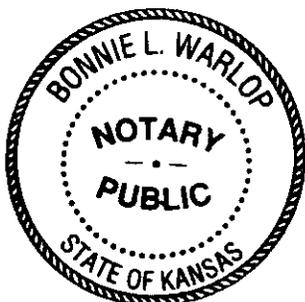
BY: *Bill Warlop*
(Signature of authorized representative)

Bill Warlop President
(Printed name and title)

Subscribed and sworn to before me on this date: 8/19/10

Notary Public: *Bonnie L. Warlop*

My Commission Expires: 4/26/2012



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INSTRUCTION SHEET

FOR AIA DOCUMENT G706A, CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

A. GENERAL INFORMATION

1. Purpose

This document is intended for use as a companion to AIA Document G706, Contractor's Affidavit of Payment of Debts and Claims.

2. Related Documents

This document may be used with most of the AIA's Owner-Contractor agreements and general conditions, such as A201 and its related family of documents. As noted above, G706A is a companion document to AIA Document G706.

3. Use of Current Documents

Prior to using any AIA document, the user should consult the AIA, an AIA component chapter or a current AIA Documents List to determine the current edition of each document.

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B. CHANGES FROM THE PREVIOUS EDITION

A cross-reference to AIA Document A201 has been deleted to permit the use of G706A with other families of AIA documents, including construction management, interiors and design build.

C. COMPLETING THE G706A FORM

GENERAL: The Owner-Contractor Agreement is the usual source of required information such as the contract date and the names and addresses of the Owner, Project and Contractor.

ARCHITECT'S PROJECT NO.: This information is typically supplied by the Architect and entered on the form by the Contractor.

CONTRACT FOR: This refers to the scope of the contract, such as "General Construction" or "Mechanical Work".

AFFIDAVIT: Indicate the state and county where the Affidavit is made. This is not necessarily the same location as the Project, but should be the location where the notary is authorized to administer sworn oaths. If there are any EXCEPTIONS to the statement, these should be listed in the space provided, otherwise enter as "None". It may be a stipulation of the Contract Documents that the Owner has the right to require the Contractor to furnish a bond to cover each exception listed on the Affidavit.

SUPPORTING DOCUMENTS: The AIA does not publish a "Release or Waiver of Liens" for contractors or subcontractors because of the great diversity of releases or waivers permitted by various state mechanics lien laws. Forms for such purposes may be available from local contractors' associations or may be written with the assistance of legal counsel.

D. EXECUTION OF THE DOCUMENT

The Notary Public should administer a sworn oath to the Contractor referencing the written statements appearing on G706A, and should duly sign and seal this document containing the Contractor's signature. G706A should be signed by the Contractor or the Contractor's authorized representative.

STATE OF KANSAS PROJECT COMPLETION CERTIFICATION

TO: City of Pittsburg

Name of Entity to whom Project Exemption Certificate was Issued

201 W 4th St

Pittsburg

KS

66762

Street Address

City

State

Zip Code

This is to certify, to the best of my knowledge and belief, that all materials purchased under **Exemption Certificate Number** 0000017041, issued by the Kansas Department of Revenue, were incorporated into the building or project for which the exemption was issued and were entitled to an exemption pursuant to K.S.A. 79-3606(c), (d), (e), (xx), (aaa), (ccc), (iii), (qqq), (sss), (ttt), (uuu), (xxx) and (yyy) as amended.

Home Center Construction, Inc.

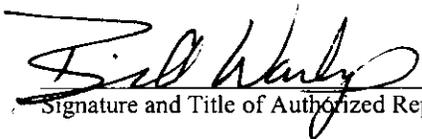
Contractor / Subcontractor

420 W. Atkinson Rd.

P.O. Box and/or Street Number and Name

Pittsburg, KS 66762

City, State Zip



President

Signature and Title of Authorized Representative

8-19-10

Date

INSTRUCTIONS

Upon completion of a tax exempt project, the contractor must furnish this certification to the exempt entity for which the work was performed. The exempt entity needs to retain this document in their files and record the actual date that the project was completed on-line at <https://www.kdor.org/taxcenter/>. All invoices must be retained by the contractor for a period of five (5) years and are subject to audit by the Kansas Department of Revenue.



DEPARTMENT OF PUBLIC WORKS

201 West 4th Street · Pittsburg KS 66762

(620) 231-4170

www.pittks.org

Interoffice Memorandum

TO: JOHN D. VANGORDEN
Interim City Manager

FROM: WILLIAM A. BEASLEY
Director of Public Works

DATE: September 3, 2010

SUBJECT: Agenda Item – September 14, 2010
2010 Biennial Bridge Inspection

KDOT and the Federal Highway Administration requires all structures classified as bridges be inspected on a biennial basis. The City of Pittsburg currently has five structures which meets the classification as a bridge according to KDOT's requirements. The City in the past has used the bridge designers from Professional Engineering Consultants, P.A. (PEC) to conduct these inspections under the City's agreement with them as City Engineer.

It is again necessary for the City to make an inspection of these bridges and PEC has submitted the attached agreement to conduct these inspections. This year is a little different from past years due to the fact that KDOT now has listed these inspections on their website, so PEC will have to report this information to KDOT's website. PEC has agreed to conduct these inspections for an amount of \$4,133.00.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, September 14, 2010. Action necessary will be approval or disapproval of the agreement and, if approved, authorize the Mayor to sign on behalf of the City.

Attachment: PEC Agreement

cc: Tammy Nagel, City Clerk
Project File
Memo File

August 18, 2010

City of Pittsburg
P.O. Box 688
Pittsburg, KS 66762

Attention: Mr. William A. Beasley, Director of Public Works

Reference: Biennial Bridge Inspection
PEC Project No. 32-07E03-028-0830

Dear Mr. Beasley:

This letter is written to serve as an agreement between The City of Pittsburg (CLIENT) and Professional Engineering Consultants, P.A. (PEC) to provide bridge inspection services for the City's 2010 Biennial Bridge Inspection, hereinafter called the PROJECT.

Specifically, PEC proposes to perform the Scope of Services as outlined in paragraph A. below, which you should examine carefully to insure that your goals and objectives will be met.

A. Scope of Services

1. All work will be done under the supervision of a licensed professional engineer and will meet the requirements of the Kansas Department of Transportation (KDOT) and the Federal Highway Administration.
2. Inspection of the five (5) structures will include submittals of field inspection reports, a combined Master List, KDOT Database PORTAL Entry update for bridge length structures and a sealed Bridge Inspection Submittal checklist.
3. The bridges will be load rated for structural adequacy. The structural analysis will include the requirement for load rating/reviewing each roadway structure for five different truck axle configurations. Previous analysis and inspection records will be utilized in the review process. A load rating summary will be provided.

B. Responsibility of CLIENT

The CLIENT agrees to provide the following pursuant to PEC accomplishing the Scope of Services outlined herein.

1. Any pertinent material provided from past inspections.
2. All available existing bridge plans and maintenance records.
3. Access to the bridge sites for field review.

Mr. William Beasley
August 18, 2010
Page 2

C. Payment Provisions

PEC proposes to perform the aforescribed Scope of Services for the lump sum amount of \$4,133.00 to be billed at completion of the PROJECT.

D. Time of Performance

PEC proposes to complete items listed in the Scope of Services within 60 days after notice to proceed. The completion date is estimated to be October 29, 2010.

The CLIENT will be notified at least one week prior to the on-site inspection.

This letter and the "Standard Conditions" attached hereto comprise the entire agreement between the CLIENT and PEC. They may be altered only by Supplemental Agreement.

Thank you for contracting us to provide inspection services on the subject PROJECT. Should you have questions or if additional information is required, please do not hesitate to call. Return receipt of an executed copy of this letter will serve as our contract and notice to proceed with the work.

Very truly yours,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.



M. Seth Niebaum, P.E.
Bridge Design Engineer

MSN/jdd

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

By: Richard A. Schlitt
Richard A. Schlitt, PE.
Secretary/Treasurer

Date: August 18, 2010

ACCEPTED:

CITY OF PITTSBURG

By: _____

Title: _____

Date: _____

PEC STANDARD CONDITIONS

1. **STANDARD OF CARE:** Professional Engineering Consultants, P.A., its officers, directors, employees, agents, shareholders, partners, consultants, sub-consultants, contractor, and sub-contractors (collectively "PEC") shall provide professional services to Client, its officers, directors, employees, agents, owners, members, shareholders, partners, consultants, sub-consultants, contractors, and sub-contractors, (collectively "Client") according to the agreed upon scope of services. PEC will perform the services with the level of care and skill ordinarily exercised by other consultants of the same profession under similar circumstances at the time the services are performed, and in the same locality.

2. **USE OF DOCUMENTS:** Drawings, specifications, reports, programs, manuals, cost estimates, or other documents, including documents on electronic media, prepared under this Agreement are instruments of service and as such are only applicable to the subject PROJECT. Use of these documents for any other purpose without written authorization and consent of PEC is prohibited. PEC shall retain ownership thereof.

3. **INSURANCE:** PEC and the Client agree to each maintain statutory Worker's Compensation, Employer's Liability Insurance, General Liability Insurance, and Automobile Insurance coverage for the duration of this agreement. Additionally, PEC will maintain Professional Liability Insurance for PEC's negligent acts, errors, or omissions in providing services pursuant to this Agreement. If the Client is a design professional, then the Client agrees to maintain Professional Liability Insurance for its negligent acts, errors, or omissions in providing services pursuant to this Agreement. If a project is Design-Build, the Client and all subcontractors providing professional design or other services (e.g., architects, engineers, inspectors) shall maintain professional or similar liability insurance for claims arising from its negligent performance of said services. Proof of insurance shall be provided, upon request, prior to commencement of said services.

4. **NO GUARANTEE:** PEC does not provide a warranty or guarantee, express or implied, for any portion of the scope of services including drawings, specifications, reports, programs, manuals, cost estimates, or other documents of service. PEC does not warrant or guarantee any certification of the project, including any level of LEED certification. Items of beneficial use to the Owner, whether or not included in the contract documents, shall be paid for by the Owner. The provisions of this paragraph shall apply notwithstanding any statement or language contained in any other document or agreement that might be related to the project.

5. **INDEMNIFICATION/HOLD HARMLESS:** PEC agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client and its employees from any liability, damages, or costs (including reasonable attorneys' fees and costs of defense) resulting from PEC's negligent acts, errors, or omissions through services provided pursuant to this Agreement by PEC or anyone for whom PEC is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless PEC, its employees and subconsultants from any liability, damages, or costs (including reasonable attorneys' fees and costs of defense) resulting from the negligent acts, errors, or omissions by Client or those contractors, subcontractors, consultants, or anyone for whom Client is legally liable, and arising from the project(s) that is the subject of this agreement. PEC is not obligated to indemnify the Client in any manner whatsoever for the Client's own negligence. If any liability, damages, or costs (including reasonable attorneys' fees and costs of defense) result from the concurrent negligence of PEC and the Client, this indemnification shall only apply to the extent of each party's proportion of the responsibility.

6. ~~DISPUTES: Any action or claims arising out of or related to this Agreement or the project that is the subject of this Agreement shall be~~

~~governed by Kansas law. Good faith negotiation and mediation are express conditions precedent to the filing of any legal action. Mediation shall be conducted in accordance with the latest edition of the Construction Mediation Rules of the American Arbitration Association.~~

7. **ASSIGNMENT OR SUBLETTING OF CONTRACT:** Client shall not assign, transfer, or sublet any rights, duties, or interests accruing from this Agreement without the prior written consent of PEC. This Agreement shall be binding upon the Client, its successors and assigns.

8. **NON PAYMENT/TERMINATION OF AGREEMENT:** If the Client fails to make payment for services and expenses within 30 days following receipt of an invoice, PEC may, after giving seven days written notice to the Client, without liability for delay charges, suspend services under this Agreement until PEC has been paid in full for all amounts due. Each party to this Agreement reserves the right to terminate the Agreement at any time, without cause, upon 15 days written notice and subject to payment to PEC for the value of services rendered up to the time of termination.

9. **DIFFERING SITE CONDITIONS:** The conditions at the site are the property of the Client/Owner regardless of whether or not they could be identified by an investigation or exploration conducted according to the professional standard of care. A "Differing Site Condition" is a subsurface, hidden, latent, or physical condition at a project site/building not revealed by the site exploration, site investigation, or other information provided to the Client and which cannot be reasonably anticipated. Special risks occur whenever engineering is applied to identifying site/building conditions. Even a comprehensive investigation according to the professional standard of care may not detect all subsurface or site/building conditions. PEC shall not be liable for site/building conditions which could not be identified by such an investigation or exploration. Accordingly, the Owner/Client agrees to indemnify, including all costs and attorney fees, and hold PEC harmless from all claims for Differing Site Conditions, provided PEC performs the services specified in the Contract in a manner reasonably conforming to the terms of the Contract and to the Standard of Care.

10. **EXTRA WORK:** Services not specified in the Scope of Services set forth in this Agreement or due to regulatory changes shall be considered "extra work". No "extra work" will be performed without additional compensation per a supplemental agreement.

11. **FORCE MAJEURE:** The Client shall not hold PEC responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of PEC, or that could not have been reasonably foreseen and prevented including, but not limited to, fire, weather, floods, earthquakes, epidemics, war, riots, terrorism, strikes, and unanticipated site conditions.

12. **AGREEMENT SOLELY FOR PARTIES' BENEFIT:** This agreement is solely for the benefit of PEC and Client. Nothing herein is intended in any way to benefit any third party or otherwise create any duty or obligation on behalf of PEC or Client in favor of such third parties.

13. **LIMITATION OF LIABILITY:** To the fullest extent permitted by law, PEC's total liability to Client is limited to the greater of \$50,000 or two times PEC's fee, for any and all damages or expenses arising out of this Agreement from any cause(s) or under any theory of liability. In no event shall PEC be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by Client or its subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	8/20/2010			163295		
C-CHECK	VOID CHECK	V	8/20/2010			163296		
C-CHECK	VOID CHECK	V	8/27/2010			163318		
C-CHECK	VOID CHECK	V	9/03/2010			163393		
C-CHECK	VOID CHECK	V	9/03/2010			163396		
C-CHECK	VOID CHECK	V	9/03/2010			163397		
C-CHECK	VOID CHECK	V	9/03/2010			163401		

* * 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:	7 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00
TOTAL ERRORS:	0			
VENDOR SET: 99 BANK: *	TOTALS: 7	0.00	0.00	0.00
BANK: *	TOTALS: 7	0.00	0.00	0.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0094	M&I BANK	R	8/20/2010			163290		400.00
0175	REGISTER OF DEEDS	R	8/20/2010			163291		109.99
1	SWITLIK,JEFF	R	8/20/2010			163292		100.00
1108	WESTAR ENERGY	R	8/20/2010			163293		21.74
4263	COX COMMUNICATIONS	R	8/20/2010			163294		1,495.59
5283	CLASS LTD	R	8/20/2010			163297		50.00
5589	VERIZON WIRELESS	R	8/20/2010			163298		142.63
5904	TASC	R	8/20/2010			163299		1,494.60
6023	JOHN T SEAL	R	8/20/2010			163300		144.00
6546	ANTHONY HUFFINE	R	8/20/2010			163301		10,000.00
2648	DIVISION OF ACCOUNTS AND REPOR	R	8/23/2010			163302		150.00
6550	CUES TECHNICAL SCHOOLS	R	8/23/2010			163303		579.97
1	BRUMBAUGH, CURT	R	8/24/2010			163304		366.69
5561	AT&T MOBILITY	R	8/27/2010			163317		3,503.35
0175	REGISTER OF DEEDS	R	8/27/2010			163319		20.68
0175	REGISTER OF DEEDS	R	8/27/2010			163320		55.19
0175	REGISTER OF DEEDS	R	8/27/2010			163321		7.00
5589	VERIZON WIRELESS	R	8/27/2010			163322		247.23
1108	WESTAR ENERGY	R	8/27/2010			163323		34.91
6165	POLSTON CONSTRUCTION INC	R	8/27/2010			163324		81,586.04
6553	OMB GUNS	R	8/27/2010			163325		1,227.00
2519	EAGLE BEVERAGE CO INC	R	8/30/2010			163326		228.20

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5776	LDF SALES & DISTRIBUTING INC	R	8/30/2010			163327		86.50
0205	SAM'S CLUB	R	9/01/2010			163373		1,092.26
0094	M&I BANK	R	9/03/2010			163389		800.00
0869	CITY OF PITTSBURG	R	9/03/2010			163390		7,980.00
1	POPE, JERRY	R	9/03/2010			163391		180.00
2916	US CELLULAR	R	9/03/2010			163392		1,032.30
3516	CITY OF PITTSBURG	R	9/03/2010			163394		100.00
4263	COX COMMUNICATIONS	R	9/03/2010			163395		2,077.01
6260	TRANE	R	9/03/2010			163398		1,750.00
6546	ANTHONY HUFFINE	R	9/03/2010			163399		5,000.00
2350	WCA WASTE SYSTEMS INC	R	9/03/2010			163400		1,068.28
6276	B&H CONSTRUCTION CO INC	R	9/07/2010			163402		3,485.00
6513	B&J FOOD SERVICE EQUIPMENT	R	9/07/2010			163403		2,425.00
6554	BALDWIN POLE	R	9/07/2010			163404		975.00
1	BC RAINMAKER	R	9/07/2010			163405		187.50
5111	BETTER HOMES AND GARDENS	R	9/07/2010			163406		31.91
6545	CENTER POINT INC	R	9/07/2010			163407		106.70
6192	KATHLEEN CERNE	R	9/07/2010			163408		600.00
6538	DARE CATALOG.COM	R	9/07/2010			163409		1,032.29
6367	FLEET TESTING SERVICES INC	R	9/07/2010			163410		3,200.00
6422	GARAGE DOOR BROKERS INC	R	9/07/2010			163411		3,225.00
6551	INTERCONNECT INC	R	9/07/2010			163412		253.81

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5763	G&H REDI MIX	R	9/07/2010			163413		3,605.00
6254	NORTHEAST HIGH SCHOOL	R	9/07/2010			163414		15.00
6462	PKHLS ARCHITECTURE INC	R	9/07/2010			163415		188.00
2509	POWERPLAN	R	9/07/2010			163416		1,121.28
6290	R-QUIP EQUIPMENT RENTAL	R	9/07/2010			163417		58.50
1552	ETS DEVELOPMENT GROUP LLC	R	9/07/2010			163418		3,000.00
5934	STOUFFER COMMUNICATIONS	R	9/07/2010			163419		120.00
6481	THE SHOPPER INC	R	9/07/2010			163420		153.32
0011	AMERICAN ELECTRIC INC	E	8/25/2010			999999		1,646.73
0026	STANDARD INSURANCE COMPANY	D	9/01/2010			999999		1,000.04
0034	CRONISTER BROTHERS, INC	E	8/25/2010			999999		1,713.50
0038	LEAGUE OF KANSAS MUNICIPALITIE	E	8/25/2010			999999		140.00
0039	BATTERY MART INC	E	8/25/2010			999999		416.45
0046	ETTINGERS OFFICE SUPPLY	E	8/25/2010			999999		2,003.63
0054	JOPLIN SUPPLY COMPANY	E	8/25/2010			999999		425.21
0055	JOHN'S SPORT CENTER	E	8/25/2010			999999		14.98
0063	LOCKE WHOLESALE SUPPLY	E	8/25/2010			999999		43.73
0063	LOCKE WHOLESALE SUPPLY	E	9/07/2010			999999		601.19
0068	BROOKS PLUMBING LLC	E	8/25/2010			999999		1,613.47
0078	SUPERIOR LINEN SERVICE	E	8/25/2010			999999		200.37
0083	WATER PRODUCTS INC	E	8/25/2010			999999		8,031.10
0087	FORMS ONE	E	8/25/2010			999999		170.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0101	BUG-A-WAY INC	E	8/25/2010			999999		40.00
0105	PITTSBURG AUTOMOTIVE INC	E	8/25/2010			999999		1,001.72
0112	MARRONES INC	E	8/25/2010			999999		824.85
0116	DANIEL E BRADEN	E	8/25/2010			999999		225.00
0117	THE MORNING SUN	E	8/25/2010			999999		318.08
0128	MT CARMEL MEDICAL CENTER	E	8/25/2010			999999		1,151.00
0133	JIM RADELL CONSTRUCTION INC	E	8/25/2010			999999		1,800.00
0136	CHARLESWORTH & ASSOCIATES LC	E	8/25/2010			999999		450.00
0145	BROADWAY LUMBER COMPANY, INC.	E	8/25/2010			999999		377.28
0154	BLUE CROSS & BLUE SHIELD	D	8/20/2010			999999		42,220.39
0154	BLUE CROSS & BLUE SHIELD	D	8/27/2010			999999		18,187.14
0154	BLUE CROSS & BLUE SHIELD	D	9/02/2010			999999		28,458.70
0154	BLUE CROSS & BLUE SHIELD	D	9/03/2010			999999		37,565.78
0177	BOOK WHOLESALERS INC	E	8/25/2010			999999		217.39
0181	INGRAM	E	8/25/2010			999999		52.52
0183	PRO-PRINT INC	E	8/25/2010			999999		190.00
0191	XEROX CORP	E	8/25/2010			999999		337.78
0194	KANSAS STATE TREASURER	D	8/31/2010			999999		3,515,246.25
0200	SHERWIN WILLIAMS COMPANY	E	8/25/2010			999999		539.94
0202	CLIFF HIX ENGINEERING INC	E	8/25/2010			999999		60.00
0207	PEPSI-COLA BOTTLING CO OF PITT	E	8/25/2010			999999		2,229.95
0224	KDOR	D	8/23/2010			999999		2,093.29

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0224	KDOR	D	9/03/2010			999999		5,743.12
0224	KDOR	D	9/07/2010			999999		4,253.00
0276	JOE SMITH COMPANY, INC.	E	8/25/2010			999999		1,905.15
0278	LAWSON PRODUCTS INC	E	8/25/2010			999999		95.24
0289	TITLEIST	E	8/25/2010			999999		2,493.60
0292	UNIFIRST CORPORATION	E	8/25/2010			999999		34.15
0294	COPY PRODUCTS INC	E	8/25/2010			999999		3,167.74
0308	DOBRAUC OIL COMPANY INC	E	8/25/2010			999999		2,634.98
0312	HACH COMPANY	E	8/25/2010			999999		27.80
0329	O'MALLEY IMPLEMENT CO INC	E	8/25/2010			999999		1,079.14
0335	CUSTOM AWARDS PLUS INC	E	8/25/2010			999999		292.50
0337	CROSS-MIDWEST TIRE	E	8/25/2010			999999		18.90
0339	GENERAL MACHINERY	E	8/25/2010			999999		5,460.27
0339	GENERAL MACHINERY	E	9/07/2010			999999		7,639.75
0345	VICTOR L PHILLIPS CO	E	8/25/2010			999999		274.56
0347	LYNN'S QUICK LUBE	E	8/25/2010			999999		185.88
0348	TYRELL'S SERVICE INC	E	8/25/2010			999999		32.54
0420	CONTINENTAL RESEARCH CORP	E	8/25/2010			999999		209.00
0429	LORD ELECTRIC	E	8/25/2010			999999		240.00
0444	ROBERT BRENT LINDER	E	8/25/2010			999999		167.02
0478	VIETTI AUTO BODY INC	E	8/25/2010			999999		1,413.51
0543	PITTSBURG REFRIGERATION	E	8/25/2010			999999		17.90

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0571	WILBERT MFG. & SUPPLY	E	8/25/2010			999999		422.80
0583	DICKINSON INDUSTRIES INC	E	8/25/2010			999999		180.00
0597	MIDWEST MINERALS INC	E	8/25/2010			999999		693.61
0669	RANDY VILELA	R	8/23/2010			999999		470.00
0700	NAMES AND NUMBERS	E	8/25/2010			999999		515.20
0704	NEPTUNE RADIATOR AND AUTO	E	8/25/2010			999999		974.56
0709	BATES SALES COMPANY INC	E	8/25/2010			999999		833.29
0714	SHARE CORPORATION	E	8/25/2010			999999		534.51
0746	CDL ELECTRIC COMPANY	E	8/25/2010			999999		162.50
0806	JOHN L CUSSIMANIO	E	8/25/2010			999999		206.00
0823	TOUCHTON ELECTRIC INC	E	8/25/2010			999999		180.00
0837	BLACKBURN MANUFACTURING CO	E	8/25/2010			999999		91.51
0867	CUMMINS CENTRAL POWER LLC	E	8/25/2010			999999		130.52
1050	KPERS	D	8/20/2010			999999		1,496.00
1075	COASTAL ENERGY CORP	E	8/25/2010			999999		23,076.79
1150	INDUSTRIAL SALES CO INC	E	8/25/2010			999999		209.29
1199	SCURLOCK INDUSTRIES CORP	E	8/25/2010			999999		225.00
1256	ANDERSON ENGINEERING INC	E	8/25/2010			999999		138.20
1435	DOC'S HEATING & AIR	E	8/25/2010			999999		62.00
1478	KANSASLAND TIRE OF PITTSBURG	E	8/25/2010			999999		529.93
1490	ESTHERMAE TALENT	E	8/25/2010			999999		75.00
1619	MIDWEST TAPE	E	8/25/2010			999999		128.95

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1631	EVERYTHING SEW SEW	E	8/25/2010			999999		84.00
1910	KANSAS CORRECTIONAL INDUS	E	8/25/2010			999999		498.42
1977	CDW GOVERNMENT, INC.	E	8/25/2010			999999		27.10
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	8/25/2010			999999		219.76
2027	COLLEEN BROOKS	E	8/25/2010			999999		25.00
2161	RECORDED BOOKS	E	8/25/2010			999999		43.87
2165	CP COMMUNICATIONS	E	8/25/2010			999999		19.95
2433	THE MORNING SUN	E	8/25/2010			999999		2,379.05
2707	THE LAWNSCAPE COMPANY, INC.	E	8/25/2010			999999		60.00
2841	KDH&E	E	8/25/2010			999999		60.00
2960	PACE ANALYTICAL SERVICES INC	E	8/25/2010			999999		293.00
3145	HUBER INC	E	8/25/2010			999999		131.36
3147	INTERNAL REVENUE SERVICE	D	8/20/2010			999999		70.38
3147	INTERNAL REVENUE SERVICE	D	9/03/2010			999999		70.38
3192	MUNICIPAL CODE CORP	E	8/25/2010			999999		387.20
3248	AIRGAS MID-SOUTH, INC	E	8/25/2010			999999		1,492.70
3261	PITTSBURG AUTO & GLASS	E	8/25/2010			999999		550.00
3281	USA BLUE BOOK	E	8/25/2010			999999		2,108.82
3376	ALL STAR PRO GOLF INC	E	8/25/2010			999999		162.97
33571	LARRY'S DIESEL REPAIR LLC	E	8/25/2010			999999		360.06
3697	LR ENTERPRISES LLC	E	8/25/2010			999999		1,520.98
3964	CALLAWAY GOLF	E	8/25/2010			999999		307.64

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3971	FASTENAL COMPANY	E	8/25/2010			999999		60.95
3972	WASHINGTON ELECTRONICS INC	E	8/25/2010			999999		874.00
4133	T.H. ROGERS HOMECENTER	E	8/25/2010			999999		50.20
4163	TICKETSAGE INC	E	8/25/2010			999999		320.24
4307	HENRY KRAFT, INC.	E	8/25/2010			999999		395.68
4312	GOLD MECHANICAL INC	E	8/25/2010			999999		1,855.35
4390	SPRINGFIELD JANITOR SUPPLY, IN	E	8/25/2010			999999		440.34
4603	KANSAS GOLF AND TURF INC	E	8/25/2010			999999		126.01
4638	SOUND PRODUCTS	E	8/25/2010			999999		46.35
4766	ACCURATE ENVIRONMENTAL	E	8/25/2010			999999		411.55
4956	YAMAHA MOTOR CORPORATION, U.S.	E	8/25/2010			999999		22,095.11
4958	GARY AUSEMUS	E	8/25/2010			999999		160.00
5049	CRH COFFEE INC	E	8/25/2010			999999		33.40
5275	US LIME COMPANY-ST CLAIR	E	8/25/2010			999999		6,825.00
5295	SPRINGFIELD BLUEPRINT	E	8/25/2010			999999		150.66
5340	COMMERCE BANK TRUST	E	9/02/2010			999999		22,687.01
5391	GLASS DEPOT LLC	E	8/25/2010			999999		251.82
5420	AQUIONICS INC	E	8/25/2010			999999		820.87
5474	THE UPS STORE	E	8/25/2010			999999		247.86
5482	JUSTIN HART	E	8/25/2010			999999		29.95
5558	MALLE SERVICE & SUPPLY	E	8/25/2010			999999		96.25
5623	CRAWFORD COUNTY CLERK	E	8/25/2010			999999		367.50

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5635	LASER EQUIPMENT INC	E	8/25/2010			999999		168.00
5745	FLUID EQUIPMENT COMPANY INC	E	8/25/2010			999999		2,005.00
5802	SIMPLY AQUATICS INC	E	8/25/2010			999999		2,901.60
5855	SHRED-IT USA INC	E	8/25/2010			999999		79.20
5904	TASC	D	8/20/2010			999999		6,177.08
5904	TASC	D	9/03/2010			999999		6,177.08
6118	CHOICE TECHNOLOGY LLC	E	8/25/2010			999999		160.00
6175	HENRY C MENGHINI	E	8/25/2010			999999		510.00
6191	MARADETH FREDERICK	E	8/25/2010			999999		600.00
6203	SOUTHWEST PAPER CO INC	E	9/07/2010			999999		265.26
6253	DWAYNE O'BRIEN	E	8/25/2010			999999		927.69
6262	CLEAN THE UNIFORM COMPANY	E	8/25/2010			999999		389.72
6443	MEDICALODGES INC	E	8/25/2010			999999		1,177.00
6473	ED M FELD EQUIPMENT CO INC	E	8/25/2010			999999		72.50
6498	BLUEGLOBES LLC	E	8/25/2010			999999		86.42
6539	LARSON FARM & LAWN INC	E	8/25/2010			999999		874.13

* * T O T A L S * *	NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
REGULAR CHECKS:	53	147,384.47	0.00	147,384.47
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	14	3,668,758.63	0.00	3,668,758.63
EFT:	125	162,889.66	313.29	163,202.95
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99 BANK: 80144	TOTALS:	192	3,979,032.76	313.29	3,978,719.47
BANK: 80144	TOTALS:	192	3,979,032.76	313.29	3,979,346.05

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0075	RYAN'S DRIVE-THRU CLEANER	E	8/23/2010			999999		625.75
0194	KANSAS STATE TREASURER	E	9/02/2010			999999		1,562.89
0308	DOBRAUC OIL COMPANY INC	E	8/23/2010			999999		18,658.80
0577	KANSAS GAS SERVICE	E	8/23/2010			999999		82.90
0717	ACUSHNET COMPANY	E	8/30/2010			999999		61.75
0866	AVFUEL CORPORATION	E	8/23/2010			999999		27,367.62
0866	AVFUEL CORPORATION	E	8/30/2010			999999		20,342.62
1030	FREDDY VAN'S INC	E	8/30/2010			999999		2,500.00
2707	THE LAWNSCAPE COMPANY, INC.	E	9/03/2010			999999		540.00
2921	CSG SYSTEMS INC	E	9/07/2010			999999		5,416.40
3435	PURCHASE POWER (POLICE METER)	E	9/07/2010			999999		268.99
3884	MARK D. TURNBULL	E	8/23/2010			999999		52.74
3884	MARK D. TURNBULL	E	8/30/2010			999999		30.00
3884	MARK D. TURNBULL	E	9/07/2010			999999		181.50
3971	FASTENAL COMPANY	E	8/23/2010			999999		60.16
4262	KDHE	E	9/07/2010			999999		258,075.15
4500	ANDREW HUYETT	E	9/07/2010			999999		12.57
4957	BOB GILMORE	E	9/07/2010			999999		99.87
5113	MIDWEST REGIONAL BALLET	E	8/30/2010			999999		13,264.39
5609	RON WHITE	E	8/23/2010			999999		210.00
5892	LAFORGE AND BUDD CONSTRUCTION	E	9/07/2010			999999		284,166.00
5957	PASTEUR PROPERTIES LLC	E	8/30/2010			999999		5,000.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6309	TAMMY FRYE	E	8/23/2010			999999		400.00
6556	TOMMY DIETZ	E	9/07/2010			999999		15.13

* * 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:	24	638,995.23	1.08	638,996.31
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00		
		0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99 BANK: EFT TOTALS:	24	638,995.23	1.08	638,994.15
BANK: EFT TOTALS:	24	638,995.23	1.08	638,996.31

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6266	KENNETH JOSEPH BRADY	R	9/01/2010			163360		269.00
6518	BUTTE COUNTY H A	R	9/01/2010			163361		1,371.86
6182	ALAN FELDHAUSEN	R	9/01/2010			163362		450.00
6168	K AND B RENTALS LLC	R	9/01/2010			163363		156.00
5567	TERRE KNOLL	R	9/01/2010			163364		275.00
1601	GRAIG MOORE	R	9/01/2010			163365		193.00
5699	JON PRIDEAUX	R	9/01/2010			163366		800.00
6451	NAZAR SAMAN	R	9/01/2010			163367		440.00
3406	JON SCHWENKER	R	9/01/2010			163368		208.00
5834	DENNIS TROUT	R	9/01/2010			163369		241.00
6437	FRED VAN BECELAERE	R	9/01/2010			163370		625.00
4636	WESTAR ENERGY, INC. (HAP)	R	9/01/2010			163371		777.00
6555	REBECCA PLEASANTS	R	9/01/2010			163372		96.00
0140	A&M RENTALS	E	9/02/2010			999999		1,280.00
0266	JOHN S KUTZ	E	9/02/2010			999999		650.00
0855	CHARLES HOSMAN	E	9/02/2010			999999		522.00
0969	SEK-CAP INC	E	9/02/2010			999999		235.00
1008	BENJAMIN M BEASLEY	E	9/02/2010			999999		1,005.00
1231	JOHN LOVELL	E	9/02/2010			999999		647.00
1421	SMITH RENTALS	E	9/02/2010			999999		602.00
1454	BETTY J WILSON	E	9/02/2010			999999		234.00
1603	GARY SAKER	E	9/02/2010			999999		420.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1609	PHILLIP H O'MALLEY	E	9/02/2010			999999		4,859.00
1638	VERNON W PEARSON	E	9/02/2010			999999		889.00
1649	HAROLD O'MALLEY	E	9/02/2010			999999		810.00
1688	DORA WARE	E	9/02/2010			999999		1,004.00
1961	DUSTIN D MAJOR	E	9/02/2010			999999		310.00
1982	KENNETH STOTTS	E	9/02/2010			999999		3,056.00
2256	TODD MERANDO	E	9/02/2010			999999		207.00
2304	DENNIS HELMS	E	9/02/2010			999999		942.00
2339	CHRIS WINDSOR	E	9/02/2010			999999		162.00
2348	MARY D VANLEEUEWEN	E	9/02/2010			999999		789.00
2398	WILLIAM E SAMSON	E	9/02/2010			999999		500.00
2542	CHARLES YOST	E	9/02/2010			999999		925.00
2624	JAMES ZIMMERMAN	E	9/02/2010			999999		2,074.00
2718	KENNETH B DUTTON	E	9/02/2010			999999		516.00
2771	MICHELLE PRYOR	E	9/02/2010			999999		86.00
2850	VENITA STOTTS	E	9/02/2010			999999		454.00
2913	KENNETH N STOTTS JR	E	9/02/2010			999999		667.00
3002	BARBARA MINGORI	E	9/02/2010			999999		317.00
3067	STEVE BITNER	E	9/02/2010			999999		3,525.00
3082	JOHN R JONES	E	9/02/2010			999999		457.00
3114	PATRICIA BURLESON	E	9/02/2010			999999		1,204.00
3142	COMMUNITY MENTAL HEALTH CENTER	E	9/02/2010			999999		1,016.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3162	THOMAS A YOAKAM	E	9/02/2010			999999		647.00
3187	DEAN POWELL	E	9/02/2010			999999		423.00
3193	WILLIAM CROZIER	E	9/02/2010			999999		563.00
3215	REA RAE DONNA RHODES	E	9/02/2010			999999		88.00
3218	CHERYL L BROOKS	E	9/02/2010			999999		625.00
3241	CHARLES P SIMPSON	E	9/02/2010			999999		197.00
3252	LINDA S LLOYD	E	9/02/2010			999999		204.00
3272	DUNCAN HOUSING LLC	E	9/02/2010			999999		1,946.00
3273	RICHARD F THENIKL	E	9/02/2010			999999		979.00
3317	PHIL MARTIN	E	9/02/2010			999999		371.00
3593	REMINGTON SQUARE	E	9/02/2010			999999		5,344.00
3668	MID AMERICA PROPERTIES OF PITT	E	9/02/2010			999999		4,915.96
3708	GILMORE BROTHERS RENTALS	E	9/02/2010			999999		328.00
3724	YVONNE L. ZORNES	E	9/02/2010			999999		940.00
3746	JAROLD BONBRAKE	E	9/02/2010			999999		617.00
3929	MDI LIMITED PARTNERSHIP #49	E	9/02/2010			999999		6,161.00
3977	EUGENE HUNT	E	9/02/2010			999999		270.00
3978	TBSW HOLDINGS, LLC	E	9/02/2010			999999		198.00
4154	JOSEPH L. BOURNONVILLE	E	9/02/2010			999999		422.00
4218	MEADOWLARK TOWNHOUSES	E	9/02/2010			999999		1,719.00
4308	KENNETH BATEMAN	E	9/02/2010			999999		572.00
4388	RICHARD L PERRY	E	9/02/2010			999999		187.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4492	PITTSBURG APARTMENTS	E	9/02/2010			999999		4,170.00
4546	C & M PROPERTIES LLC	E	9/02/2010			999999		34.00
4752	S & N MANAGEMENT, LLC	E	9/02/2010			999999		525.00
4928	PITTSBURG STATE UNIVERSITY	E	9/02/2010			999999		1,005.00
5000	RAY COSTANTINI	E	9/02/2010			999999		215.00
5035	ZACK QUIER	E	9/02/2010			999999		484.00
5036	TRACY STAHL	E	9/02/2010			999999		525.00
5393	CARLOS ANGELES	E	9/02/2010			999999		512.00
5549	DELBERT BAIR	E	9/02/2010			999999		304.00
5583	ROBERT L NANKIVELL SR	E	9/02/2010			999999		21.00
5614	JAMES DAVID VAUGHN	E	9/02/2010			999999		550.00
5653	PEGGY HUNT	E	9/02/2010			999999		159.00
5660	HERBERT WARING	E	9/02/2010			999999		316.00
5676	BARBARA TODD	E	9/02/2010			999999		245.00
5748	COZY LIVING PROPERTIES INC	E	9/02/2010			999999		139.00
5806	GARY M WILKINSON	E	9/02/2010			999999		233.00
5817	JAMA ENTERPRISES LLP	E	9/02/2010			999999		246.00
5854	ANTHONY A SNYDER	E	9/02/2010			999999		289.00
5870	ANTHONY E SIMONCIC	E	9/02/2010			999999		191.00
5875	BRIAN WARE	E	9/02/2010			999999		323.00
5896	HORIZON INVESTMENTS GROUP INC	E	9/02/2010			999999		517.00
5897	NIESE WOODY-FAIR	E	9/02/2010			999999		1,464.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5906	JOHN HINRICHS	E	9/02/2010			999999		197.00
5939	EDNA R TRENT	E	9/02/2010			999999		222.00
5957	PASTEUR PROPERTIES LLC	E	9/02/2010			999999		1,172.00
5961	LARRY VANBECELAERE	E	9/02/2010			999999		160.00
6002	SALLY THRELFALL	E	9/02/2010			999999		252.00
6032	TIM J. RIDGWAY	E	9/02/2010			999999		936.00
6043	BRENDA CAVIN	E	9/02/2010			999999		282.00
6062	MARC D SCHROEDER	E	9/02/2010			999999		510.00
6073	REBECCA FOSTER	E	9/02/2010			999999		672.00
6090	RANDAL BENNEFELD	E	9/02/2010			999999		961.00
6101	KENNETH D GIEFER	E	9/02/2010			999999		255.00
6108	TILDEN BURNS	E	9/02/2010			999999		238.00
6130	T & K RENTALS LLC	E	9/02/2010			999999		811.00
6150	JAMES L COX	E	9/02/2010			999999		391.00
6155	HOUSING AUTHORITY OF DEKALB CO	E	9/02/2010			999999		716.80
6161	MICHAEL J STOTTS	E	9/02/2010			999999		423.00
6172	ANDREW A WACHTER	E	9/02/2010			999999		830.00
6186	TROY ROSENSTIEL	E	9/02/2010			999999		491.00
6227	ANGELA BOLLINGER	E	9/02/2010			999999		447.00
6265	THERENCE E STEELE	E	9/02/2010			999999		572.00
6284	FRED TWEET	E	9/02/2010			999999		287.00
6294	RONALD E WUERDEMAN	E	9/02/2010			999999		328.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6295	DAVID L PETERSON	E	9/02/2010			999999		211.00
6298	KEVAN L SCHUPBACH	E	9/02/2010			999999		3,885.00
6300	MARTY STAHL	E	9/02/2010			999999		223.00
6306	BALKANS DEVELOPMENT LLC	E	9/02/2010			999999		117.00
6314	PARKVIEW HOUSING INC	E	9/02/2010			999999		762.00
6317	RONALD L EMERSON	E	9/02/2010			999999		176.00
6322	R JAMES BISHOP	E	9/02/2010			999999		99.00
6333	JANA DALRYMPLE	E	9/02/2010			999999		401.00
6394	KEVIN HALL	E	9/02/2010			999999		178.00
6406	PITTSBURG STATE UNIVERSITY	E	9/02/2010			999999		262.00
6440	KATHLEEN E MARTINEZ	E	9/02/2010			999999		396.00
6441	HEATHER D MASON	E	9/02/2010			999999		275.00
6442	MELISSA BERMAN	E	9/02/2010			999999		440.00
6446	HUTCHINS RENTAL TRUST ACCOUNT	E	9/02/2010			999999		135.00
6450	PICKET FENCE PROPERTIES INC	E	9/02/2010			999999		535.00
6464	CASEY-BIRD PROPERTIES LLC	E	9/02/2010			999999		134.00
6507	MARTHA E MOORE	E	9/02/2010			999999		500.00
6540	LESTER JONES	E	9/02/2010			999999		260.00

** T O T A L S **	NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
REGULAR CHECKS:	13	5,901.86	0.00	5,901.86
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	115	90,690.76	0.00	90,690.76
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99 BANK: HAP TOTALS:	128	96,592.62	0.00	96,592.62
BANK: HAP TOTALS:	128	96,592.62	0.00	96,592.62

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0224	KDOR	D	8/20/2010			000000		13,080.97
0224	KDOR	D	9/03/2010			000000		13,059.97
0321	KP&F	D	8/20/2010			000000		27,737.10
0321	KP&F	D	9/03/2010			000000		28,413.11
0728	ICMA	D	8/20/2010			000000		5,206.47
0728	ICMA	D	9/03/2010			000000		5,141.47
1050	KPERS	D	8/20/2010			000000		23,694.83
1050	KPERS	D	9/03/2010			000000		24,034.82
3147	INTERNAL REVENUE SERVICE	D	8/20/2010			000000		66,715.49
3147	INTERNAL REVENUE SERVICE	D	9/03/2010			000000		65,300.82
6415	ING FINANCIAL ADVISORS	D	8/20/2010			000000		1,613.00
6415	ING FINANCIAL ADVISORS	D	9/03/2010			000000		2,088.00
0349	UNITED WAY OF CRAWFORD COUNTY	R	8/20/2010			163261		35.00
1503	FAMILY SUPPORT PAYMENT CENTER	R	8/20/2010			163262		347.74
2228	KANSAS PAYMENT CENTER	R	8/20/2010			163263		1,319.19
2577	OK CENTRALIZED SUPPORT RE	R	8/20/2010			163264		130.97
5385	NCO FINANCIAL SYSTEMS, INC.	R	8/20/2010			163265		214.56
6135	MCNEARNEY & ASSOCIATES LLC	R	8/20/2010			163266		200.09
6136	US DEPARTMENT OF EDUCATION	R	8/20/2010			163267		164.24
6434	WINDHAM PROFESSIONALS INC	R	8/20/2010			163268		60.84
6521	FIRST MUTUAL BANK	R	8/20/2010			163269		218.75
6544	JAMES D WATSON, SC# 18797	R	8/20/2010			163270		333.73

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1503	FAMILY SUPPORT PAYMENT CENTER	R	9/03/2010			163350		347.73
6521	FIRST MUTUAL BANK	R	9/03/2010			163351		218.75
2228	KANSAS PAYMENT CENTER	R	9/03/2010			163352		1,319.19
6135	MCNEARNEY & ASSOCIATES LLC	R	9/03/2010			163353		200.09
5385	NCO FINANCIAL SYSTEMS, INC.	R	9/03/2010			163354		214.56
2577	OK CENTRALIZED SUPPORT RE	R	9/03/2010			163355		130.97
0349	UNITED WAY OF CRAWFORD COUNTY	R	9/03/2010			163356		35.00
6136	US DEPARTMENT OF EDUCATION	R	9/03/2010			163357		165.67
6544	JAMES D WATSON, SC# 18797	R	9/03/2010			163358		55.97
6434	WINDHAM PROFESSIONALS INC	R	9/03/2010			163359		65.41
0028	PAYROLL CLEARING	E	8/20/2010			999999		77,196.43
0028	PAYROLL CLEARING	E	9/03/2010			999999		78,277.76

* * T O T A L S * *	NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
REGULAR CHECKS:	20	5,778.45	0.00	5,778.45
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	12	276,086.05	0.00	276,086.05
EFT:	2	155,474.19	0.00	155,474.19
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:	34	437,338.69	0.00	437,338.69
BANK: PY	TOTALS:		34	437,338.69	0.00	437,338.69
REPORT TOTALS:			385	5,151,959.30	314.37	5,151,644.93

Passed and approved this 14th day of September, 2010.

Patrick J. O'Bryan, Mayor

ATTEST:

Tammy Nagel, City Clerk

Interoffice Memorandum

To: Interim City Manager John VanGorden
Chief of Police Mendy Hulvey

From: Major Brent Narges

Date: September 8, 2010

Subject: Calls for Service Summary for The Jungle

In response to the request of renewal of a Dance Hall License submitted by Rick Peoples of The Jungle, 1620 S. Broadway, I have reviewed the calls for service received by the Police Department for the period of October 1, 2009 through September 8, 2010. During this period, the department conducted 41 bar checks, received 46 calls for service and filed 27 reports for incidents.

October 10, 2009, 12:55 a.m. – Disorderly Conduct – Officers were approaching the bar entrance in order to conduct a bar check when a few males in a large group of people began to curse and yell obscenities at the officers. The officers asked for them to stop and all ceased except for one who began to raise his voice and continue with his rant. After repeated attempts for him to cease his boisterous obscenities toward the officers he was placed under arrest for disorderly conduct. The suspect continued to be a problem throughout the transport and booking at the jail.

October 13, 2010, 1:24 a.m. – All Other Offenses – An officer was driving by the bar and observed three females dancing inside the bar. The bar did not yet possess a dance hall license and the officer entered the bar to check further. The three females were found to be under 21 years age and intoxicated, and reported to have been drinking alcoholic beverages at another bar. Each was issued an NTA for Minor in Possession. The bar manager was issued a NTA for Unlawful Entry X 3. Bar staff was not at the front door checking IDs at the time of this incident.

October 18, 2009, 3:08 a.m. – Request for Officer – Management called to make the department aware a male who pretended he was blind stayed in the bar for two hours and then left.

November 8, 2009, 2:35 a.m. – Liquor Law Violation – During closing hours, an officer was on the parking lot adjacent to the bar and observed a male carrying an open beer can. The male indicated he exited the Jungle with the beer in plain view of the bouncer and went to the parking lot where the officer observed him. Management indicated they did not sell that type of beer. This report was forwarded to the prosecutor to review for possible charges.

December 10, 2009, 3:33 a.m. – Criminal Damage – Officers were called to the bar in reference to a urinal being damaged. The bar management did not want a report filed but just wanted it logged that an agreement was made with the patron about him paying for the urinal.

January 1, 2010, 1:44 a.m. – Request for Officer – Management requested officers to assist with removing a male who was attempting to pick fights with other patrons. The subject left the area when officers arrived on scene.

January 23, 2010, 2:03 a.m. – Fight in Progress – Officers were called to the parking lot of the Jungle in reference to subjects fighting, but did not locate anyone when they arrived.

January 31, 2010, 1:55 a.m. – Liquor Law Violation – An officer was on routine patrol and observed a male holding an open beer bottle while standing outside of the Jungle. The male indicated he purchased the beer from the Jungle, but management indicated this subject left two hours prior. The subject was arrested for Open Consumption.

February 7, 2010, 2:01 a.m. – Battery Report – Officers were called to a fight that occurred outside of the bar. The officers arrived but did not locate a fight occurring, but did speak with a male who indicated he was punched, because of a disagreement during a pool game. The suspect was not identified.

February 8, 2010, 1:04 a.m. – Officer Information Report – Officers were called to the bar by a patron who had been kicked out of the bar after a verbal altercation with the bartenders. The intoxicated patron complained the bartender threw coasters at him during the argument. The patron was advised of criminal trespass.

February 11, 2011, 12:16 a.m. – Battery to a Law Enforcement Officer – Officers were conducting a routine bar check when one of the patrons made derogatory remarks toward the officers. The officers confronted the male and the male continued with his antics resulting in his arrest after pushing on the officer.

February 20, 2010, 12:06 a.m. – Disorderly Conduct – Officers were called to the bar because of an intoxicated male who was attempting to gain entry to the bar after being denied. The officer observed the male cursing at the management, taking a fighting stance, and then attempting to gain access to the bar. The officers took him into custody and escorted him to a patrol vehicle. The subject again became combative and during restraining him an antenna on the patrol car was damaged. He was taken to jail.

March 14, 2010, 1:50 a.m. – Request for Officer – Bar management called requesting assistance with removing subjects from the bar. Officers assisted with the removal and no report was required.

March 15, 2010, 11:26 p.m. – Request for Officer – An individual called requesting officer assistance in reference to bar management not allowing him into the bar because of a problem with his ID.

April 3, 2010, 12:45 a.m., - Liquor Law Violation – An officer was on routine patrol and observed a female standing in front of Wheat State Pizza carrying on open can of beer. The female indicated she snuck the can of bear outside after purchasing it in the Jungle. The female was issued an NTA for Consumption in a Public Place.

April 16, 2010, 1:32 a.m. – Disorderly Conduct – Officers were dispatched to the bar in reference to a male wanting to fight people. Officers arrived and located an intoxicated male outside of the building and advised him to leave the area. The subject was belligerent, took a fighting stance toward officers and was taken into custody for disorderly conduct and obstruction of the legal process. It was later learned the suspect pushed someone to the ground causing a minor injury, prior to the officers' arrival. A battery report was also taken. The suspect was taken to jail on these three charges.

April 16, 2010, 2:02 a.m. – Found Property Report – While officers were outside the bar during the previous disorderly conduct call, officers located a clear plastic bag of marijuana lying on the sidewalk. No one claimed the drugs and it was seized by officers and logged into the PD evidence system to be destroyed.

April 17, 2010, 2:06 a.m. – Disorderly Conduct – Officers responded to the parking lot of the bar in reference to a fight involving a large number of people. Officers arrived and were able to break up the fight and located one male who was knocked unconscious and a few others with minor injuries. Information obtained was conflicting with cooperation from witnesses and those involved being limited.

April 18, 2010, 2:25 a.m. – Found Property Report – An officer was on the parking lot observing the crowd during closing hours and noticed two one dollar bills lying on the ground when everyone left. The officer logged the money into the PD evidence system.

April 25, 2010, 12:43 a.m. – Liquor Law Violations - Officers were conducting a bar check and identified an 18 year old male in the bar with a drink in his hand. The intoxicated male was issued an NTA for Minor in Possession and Unlawful Entry and the management of the bar was issued an NTA for Furnishing Alcohol to a Minor. Video surveillance footage did not show entry of the minor through the front door and management believed he entered from a rear emergency door that was opened during that time frame.

April 25, 2010, 1:00 a.m. – Battery – Officers were dispatched to the bar for a report of a male pushing down a female and punching another male. The female indicated she was standing outside the bar waiting on her boyfriend and another male came outside and pushed her twice into a vehicle. Another male attempted to assist the

female but was punched by the male. The suspect left the area and was never identified.

May 1, 2010, 2:09 a.m. – Criminal Damage – An officer was requested to take a report for a brick thrown through a vehicle window. The victim indicated he was involved in a verbal argument with another male inside the bar and when he went outside to his vehicle he noticed the damage. He believed the damage was caused by the other male but there was no evidence to corroborate his claims. The alleged suspect was never located.

May 1, 2010, 2:29 a.m. – Private Property Accident – An officer was dispatched to the parking lot of the bar in reference to a minor private property accident. Both drivers declined a report.

May 2, 2010, 2:26 a.m. – Request for Officer – Officers were dispatched to the bar in reference to a group of subjects arguing in front of the building. There was not a fight, but only subjects trying to get an intoxicated friend into a vehicle.

May 9, 2010, 1:26 a.m. – Criminal Damage – An officer was dispatched to the bar for a report of a paper dispenser knocked off the bathroom wall and believed the suspect was identified. The subject believed to be the suspect was cleared of any wrong doing and a report was filed.

May 17, 2010, 3:48 a.m. – Commercial Alarm – Officers responded to a false alarm at the bar.

May 27, 2010, 1:29 a.m. – Fight in Progress – Officers were dispatched to the bar after a witness advised the bar management there was a fight in the parking lot. When officers arrived they did not locate a fight.

May 29, 2010, 10:47 p.m. – Request for Officer – Officers spoke with the management of the bar about an undisclosed matter.

June 10, 2010, 10:45 p.m. – Domestic Violence Information Report - Officers were dispatched to the bar parking lot in reference to a verbal argument between a male and female who broke up months prior.

July 18, 2010, 9:31 a.m. – Commercial Alarm – Officers responded to a false alarm at the bar.

July 19, 2010, 4:58 p.m. – Assist Other Agency – Officers assisted the city's codes enforcement division with serving an order.

July 26, 2010, 6:38 a.m. – Commercial Alarm – Officers responded to a false alarm at the bar.

July 28, 2010, 1:40 p.m. – Commercial Alarm – Officers responded to a false alarm at the bar. Dispatch received a call back from the alarm company to cancel the call, but an officer was sent to verify.

August 1, 2010, 1:28 a.m. – Fight in Progress – Management requested officers because of a large fight in the parking lot. Most of the subjects involved left the area prior to the officers' arrival.

August 3, 2010, 7:21 p.m. – Commercial Alarm – Officers responded to a false alarm at the bar.

August 15, 2010, 2:01 a.m. – Fight in Progress – Management requested officers because of a large fight in front of the bar. The subjects involved in the altercation left prior to the officers' arrival.

August 21, 2010, 1:20 a.m. – Disorderly Conduct – Officers were conducting a bar check and heard a disturbance coming from outside of the bar. A very intoxicated male was not let in the bar by the bouncers because he did not have any identification. He became very loud and belligerent and was arrested for disorderly conduct.

August 22, 2010, 1:48 a.m. – Officer Information Report – An officer was requested to meet with Kansas Alcohol Beverage Control (ABC) agents outside the Jungle in reference to problems they were having with the bar management. The lead agent indicated bar management told him they could not be in the bar conducting a bar check and checking IDs because they were not in uniform. The lead agent also indicated they did not observe a kitchen area, and if they were not selling food they could not let anyone into the bar that was under 21 years of age.

Two officers from the PPD then conducted a bar check of the Jungle and observed a very large number of people inside the building. The 2nd floor upstairs only had about 20 people, the middle main floor had over 100 people and the basement had over 100 people standing shoulder to shoulder. The officer indicated he and the other officer could not stay together because it was so crowded. The officers checked 15 IDs, two of which were under 21 year of age. The officer also observed there was not a designation of the people being under 21 years of age by the use of a wrist band. None of those under 21 were in possession of an alcoholic beverage when checked.

While the officers were in the basement an employee wearing a shirt displaying "STAFF" across the back told the officers they could not conduct a bar check because the ABC agents were just in there. The employee was advised that we could indeed conduct a bar check and the staff member walked away. The officer also did not locate a kitchen area or anywhere that food could be cooked or prepared.

At 2:00 a.m. the whole bar exited and the patrons congregated on the sidewalk, in-between the bar and the street. On numerous occasions officers had to get people out of the street to avoid being struck by a passing vehicle on Broadway.

August 22, 2010, 12:48 p.m. – Commercial Alarm – Officers responded to a false alarm at the bar.

August 23, 2010, 7:02 a.m. – Commercial Alarm – Officers responded to a false alarm at the bar.

August 28, 2010, 1:23 a.m. – Fight in Progress – An officer observed a fight in the parking lot of the Jungle between two males, where a large group had gathered. The victim did not wish to press charges. Another subject was aggressive toward an officer, but this subject fled the area and was not identified.

August 29, 2010, 9:55 a.m. – Commercial Alarm – Officers responded to a false alarm at the bar.

September 3, 2010, 1:10 a.m. – Out of County Warrant – Officers were conducting a bar check and observed a male who held an arrest warrant. The subject was arrested.

September 3, 2010, 12:00 a.m. – Disorderly Conduct – While officers were on the previous call, some patrons in the bar were becoming agitated questioning why this subject was being arrested. One subject in particular was verbally aggressive and questioned the arrest by standing next to the officers and attempting to distract the officers' attention while conducting their duties. The officers walked the warrant suspect outside and then to their patrol cars located in the parking lot. The verbally aggressive male followed the officers and the warrant suspect out to their patrol cars continuing to cause problems. The male started to curse and call the officers obscene names in a very loud voice causing the bar patrons located in the outside rear patio area to look over the fence to see what was going on. The male continued this and was placed under arrest for disorderly conduct and obstruction of the legal process.

September 6, 2010, 5:59 a.m. – Commercial Alarm – Officers responded to a false alarm at the bar.

September 7, 2010, 4:51 a.m. – Commercial Alarm - Officers responded to a false alarm at the bar.

INTEROFFICE MEMORANDUM

To: John VanGorden
From: Mark Turnbull
CC:
Date: September 8, 2010
Subject: [Agenda Item: September 14, 2010](#)
[Façade Grant – 622 North Broadway](#)

The Downtown Façade Improvement Committee considered an application for the Phase II Program requested by Michael and Ruth Ellen Simpson, owner of the property located at 622 North Broadway. This request is for the 50 feet along Broadway and 25 feet along 7th Street for a total of 75 feet. The façade grant request totals \$7,500.00 with an anticipated total owner contribution of \$7,633.74. Exterior work planned is tuck pointing the building, new signage, painting, door, awning, windows and window flooring replacements.

Recommendation: Committee recommends funding with four conditions; the owner completes all work as presented in the application, meets or increases financial contribution toward facility upgrade matching costs, completes a historic review and passes fire inspection.

The City Commission is requested to approve or disapprove the façade grant request and if approved, direct staff to prepare the necessary paperwork and Mayor to sign the appropriate documents.



Downtown Revitalization Façade Improvement Grant Application

Date of Application: 8 / 27 / 10

Applicant Information

Applicant Name: Michael & Ruth Ellen Simpson

Business Name: The Finishing Touch of Pittsburg, KS, Inc.

Street Address: 622 N. Broadway

City: Pittsburg State: KS Zip: 66762

Building Information

Address of building where work is to be done: 622 N. Broadway

Name of building owner (if different from above): _____

Building renter(s)/occupants: The Finishing Touch

Financial Information

Total amount of project: \$ 15,133.74 + our 'sweat equity' labor

Total grant amount applied for: \$ ~~75,000.00~~ 7500 ^{MDT}

Guidelines:

Match must be 50/50 with City funds, using the following formula:

- Based on \$100 per building front foot
- Extra: for street corner buildings – add up to 25 feet if side has a display window
- Extra: for rear entrances facing a city parking lot – amount based on \$50 per building foot

Owner/Renter Matching Fund Source:

Cash Bank Financing (list bank): _____ Sweat Equity Other: _____

Description of Improvements

Describe the façade improvements (City matching funds can only be used for façade improvements):

Full list attached. Summary: tuckpointing, signage, painting, door, awnings, windows, window flooring



Downtown Revitalization Façade Improvement Grant Application

Describe how owner/renter funds to match City will be used (exterior improvements will have first priority):

Only exterior improvements are included. We have already completed some of the planned interior improvements with our own funds. These are listed on the attached page.

Please attach the following:

- Copies of any written estimates for building improvements
- Drawings that show work to be done
- Pictures of building in present condition

Is a building permit required for the project?

yes no

If yes, describe: _____

Project Timetable:

Date work is to start:

1 / 1 as soon as approval is received

Date work is to be completed:

1 / 1 within 12 months of approval

Is your building located within 500 feet of the Hotel (assuming contractor scheduled will allow) Stilwell, Colonial Fox Theatre, or Pittsburg Public Library? yes no

If yes, have you received State historical review? I understand Todd at the city will do this,

If no, have you inquired about the approval process?

Funds will be paid out once all work has been completed. Invoices or receipts must be furnished for all materials and labor.

New or Expanding Business Information

Will your building improvements create any new jobs?

These are included on the attached page

If this is a new business, what goods or services are you going to provide?

Additional Incentive Program

The Neighborhood Revitalization Program may provide property tax rebates for improvements over \$10,000. For more information, call Deena Hallacy at 232-1210 or visit the City's website at www.pittks.org.

[Signature]
Applicant Signature

8-27-10
Date

[Signature]
Building Owner Signature

8/27/10
Date

THE FINISHING TOUCH OF PITTSBURG, KS, INC.

August 27, 2010

This is a proposal for improvements for a façade grant for The Finishing Touch, located at the corner of 7th and Broadway.

1. Tuck pointing west wall	8047.50 ✓
2. Awnings for front show windows	1975.00
3. Overhead garage door on 7 th St.	1580.00 ✓
4. Replace wood around windows on 7 th St.	1020.57 ✓
5. Replace two front show windows	958.31 ✓
6. Paint letters on front and replace 7 th St. sign	783.29 ✓
7. Replace flooring in show windows	725.10 + our labor
8. Paint under show windows and front doors	43.97+ our labor
TOTAL	15133.74 + our labor

Based on our size, I understand that we are eligible for 50% of \$15,000.

The items are in order of expense, not the order in which they will be completed.

Here is a list of what we have already completed on our own in the last three years. We have focused more on the structural integrity of the building, rather than the aesthetics. Now we are ready to update the visible parts of the building.

1. Tuck pointed the north, east, and south walls.
2. Corrected a drainage problem.
3. Installed a new heating and cooling system on 2nd floor (where the wholesale facility is located.)
4. Covered the alley windows.
5. Painted showroom accent areas.

We also added five full-time positions last fall, bringing the number of employees to eleven full-time and one part-time. (One of the full-time employees is currently serving in Afghanistan.) We will be adding temporary positions this fall for the holiday season.

Michael D. Simpson
RuthEllen Simpson

622 N. BROADWAY – PITTSBURG, KS 66762
620-231-2041 - 1-800-468-0660
finishingtouchpk@sbcglobal.net
QUALITY FRAMING SINCE 1981



Mid Central Contract Services, Inc.

450 E 540th Avenue
PO Box 1161
Pittsburg, KS 66762

PROPOSAL

Date	Proposal #:
3/24/2010	FT00324.4

Phone No.: 620-231-1166
Fax No.: 620-232-1146

shudson@midcentralcontractservices.com

**COMMITMENT TO CARE FOR YOUR CONSTRUCTION AND MAINTENANCE NEEDS
COMMERCIAL - INDUSTRIAL**

The Finishing Touch
622 N Broadway
Pittsburg, KS 66762

Attention:

Project Name: Tuckpointing

Purchase Order No.:

Terms: See Below

MCCS, Inc. proposes labor and material to perform the following:

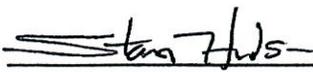
- West Elevation of Building
- Misc. tuckpoint open or deep joints and stairsteps cracks
 - Caulk top coping stones, sill from previous windows
 - Caulk all joints in glass tile above first floor windows

Labor and Materials: \$7,500.00
Sales Tax: \$547.50

Terms: 50% Down upon Acceptance, Balance Due Upon Completion
Pittsburg Kansas Sales Tax

Thank You!

Labor & Material \$8,047.50


3/24/10

MCCS Inc. Representative Date
Accepted by: Representative Date

Proposal

FROM: Mallory Canvas Products
 P.O. Box 8, 3133 S. Grand
 Carthage, MO 64836
 417-358-4302 • FAX 417-358-1843

Proposal No.
Sheet No.
Date 3/8/10

Proposal Submitted To	Work To Be Performed At
Name <u>THE FINISHING TOUCH</u>	Street <u>JAME</u>
Street <u>622 N. BROADWAY</u>	City _____ State _____
City <u>NITZBIRD</u>	Date of Plans _____
State <u>KS 66762</u>	Architect _____
Telephone Number <u>620-231-2041 FAX 620-232-3521</u>	

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of

<u>RECOVER ROLLOUT AWNINGS</u>	
<u>#1 276" WIDE X 96" PROJECTION</u>	<u>\$ 775.00</u>
<u>MATERIAL - SUNBRELLA, COLOR</u>	
<u>#2 203" WIDE X 96" PROJECTION</u>	<u>\$ 725.00</u>
<u>MATERIAL - SUNBRELLA, COLOR</u>	
<u>1600</u>	

Subject to Factory Approval

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of Dollars (\$ _____).

with payments to be made as follows:

50% DOWN, 50% DUE AFTER INSTALLATION

Make All Reimbursements Payable to "Mallory Canvas Products"

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by MALLORY CANVAS PRODUCTS

WARNING: Lateral Arm Awnings are for sun protection ONLY. Do not leave open during rain, wind or snow!

This agreement contains the entire understanding of the parties and no representation or understanding oral or written, expressed or implied, not contained herein will be recognized.

TERMS: One half deposit upon acceptance of contract balance due upon installation. Net balance due upon substantial completion of installation (within 7 days - our office). Should minor corrections be required. A maximum of 10% retainer may be withheld.

Please make checks payable to Mallory Canvas Products. Legal title in the above installed properties remains vested in MCP until customer's final payment has cleared customer's bank. Customer agrees awning and/or canopy may be removed from owner's property upon dispute or non-payment.

Unpaid balance subject to a late payment charge of 2% per month together with expenses incidental to collection, including attorneys' fees. _____

Customer to wire fixtures by licensed electrician. Customer is responsible for all permits.

Accepted subject to approval by the Company. It is expressly agreed that all goods and fixtures remain the property Mallory Canvas Products until payment in full is received. Cancellation after 3 days from date of order constitutes a forfeiture of deposit. Terms: Balance due on installation. Installation dates subject to on time performance of other contractors/subcontractors.

Respectfully Submitted MALLORY CANVAS
 Per [Signature]

Note - This proposal may be withdrawn by us if not accepted within 30 days

ACCEPTANCE OF PROPOSAL

Accepted Date _____ Signature _____

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Proposal

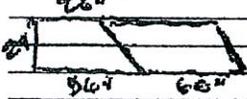
FROM: Mallory Canvas Products
 P.O. Box 8, 3133 S. Grand
 Carthage, MO 64836
 417-358-4302 • FAX 417-358-1843

Proposal No.
Sheet No.
Date 3/8/10

Proposal Submitted To	Work To Be Performed At
Name <u>THE FINISHING TOUCH</u>	Street <u>SDMS</u>
Street <u>622 N. Broadway</u>	City _____ State _____
City <u>PITTSBURGH</u>	Date of Plans _____
State <u>KS 66762</u>	Architect _____
Telephone Number <u>620-231-2041 Fax 620-231-8521</u>	

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of

1 TRADITIONAL Awning
60" wide x 24" Drop x 56" Projection



\$375.00 if done with other awnings
\$475.00 if done at another time

Subject to Factory Approval

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of Dollars (\$) _____.

with payments to be made as follows:

50% Down 50% Due After Installation

Make All Reimbursements Payable to "Mallory Canvas Products"

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by MALLORY CANVAS PRODUCTS

WARNING: Lateral Arm Awning are for sun protection ONLY. Do not leave open during rain, wind or snow!
 This agreement contains the entire understanding of the parties and no representation or understanding oral or written, expressed or implied, not contained herein will be recognized.

TERMS: One half deposit upon acceptance of contract balance due upon installation. Net balance due upon substantial completion of installation (within 7 days - our office). Should minor corrections be required. A maximum of 10% retainer may be withheld.

Please make checks payable to Mallory Canvas Products. Legal title in the above installed properties remains vested in MCP until customer's final payment has cleared customer's bank. Customer agrees awning and/or canopy may be removed from owner's property upon dispute or non-payment.

Unpaid balance subject to a late payment charge of 2% per month together with expenses incidental to collection, including attorneys' fees. _____

Customer to wire fixtures by licensed electrician. Customer is responsible for all permits.

Accepted subject to approval by the Company. It is expressly agreed that all goods and fixtures remain the property Mallory Canvas Products until payment in full is received. Cancellation after 3 days from date of order constitutes a forfeiture of deposit. Terms: Balance due on installation. Installation dates subject to on time performance of other contractors/subcontractors.

Respectfully submitted Mallory Canvas
 Per _____

Note - This proposal may be withdrawn by us if not accepted within 30 days

ACCEPTANCE OF PROPOSAL

Accepted Date _____ Signature _____

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

7/1/2009

CRAIG:

- 1) 16'-2" X 14' 224L SERIES DOOR
 - STEEL INSULATED WITH VINYL BACKCOVER
 - NO GLASS
 - 2" STANDARD LIFT TRACK
 - PERIMETER SEAL
 - MANUAL OPERATION

MATERIAL AND LABOR INCLUDED W/TAX \$1,580.00

OPTION:

- 4) 24" X 6" OVAL LITES

ADD \$180.00 ✓

Specializing in All the Jobs
Contractors Won't Do.

free

620-704-3977

pittsburghhandyman@yahoo.com

Estimate

Date	Estimate #
3/24/2010	10

Name / Address

The Finishing Touch
622 N. Broadway
Pittsburg, Kansas 66762



*Specializing in all the jobs
Contractor's won't do!*

Licensed & Insured

Description	Qty	Rate	Total
Remove entire facade on the north end of the building. Completely replace all that is removed with new materials of the exact same look. This bid includes hauling away old debris, installing new material, painting. All work will be done in a timely manner weather pending.		748.43	748.43
All materials needed to complete job are included		272.14	272.14

Thank you for your business.

Total	\$1,020.57
--------------	-------------------

GLASS DEPOT

104 EAST FIRST PITTSBURG KANSAS,66762

PittsburgKansas,66762

(620)-231-6500 ph

1-888-777-4173 fax

glass_depot@cleaverfarm.com

Date 3/11/2010

THE FINISHING TOUCH

QUOTE TO REPLACE 1/4 CLEAR PLATE WITH 1/4 CLEAR TEMPERED GLASS.

1- PIECE 53 1/2 X 100 1/4 LABOR & MATERIALS \$ 240.37

1- PIECE 111 1/4 X 100 1/2 SPLIT INTO 2- PIECES WITH VERTICAL MULLION
LABOR & MATERIALS \$ 717.94

THANKS TONY

THANKS TONY



Proposal #781

04/08/2010

Prepared for:
The Finishing Touch
RuthEllen Simpson

Prepared by:
Jayhawk Signs & Graphics, LLC
Salesperson: Martin Dickinson
701 N. Grand
Pittsburg, KS 66762
Phone: 620-235-1789 Fax: 620-235-1780

Phone: 620-231-2041 Fax:

Description:

Sign work.

This estimate is based on our evaluation of the project and does not include any additional materials or labor if changes or unforeseen problems should arise after the project has started. If project includes underground work and rock is encountered additional charges will be incurred.

Permit fees and sales taxes, if applicable, will be added to invoice.

Quantity	Description	Each	Amount	Tax
1	To paint existing lettering, reattach loose letters as required, and make a new "dot" for the "i". To supply and install new 4' x 8' sign on north side of building (to replace existing sign). Design to be determined after placement of order.	\$730.00	\$730.00	Yes

TOTALS	Subtotal:	\$730.00
	Sales Tax:	\$53.29
	Total:	\$783.29

Terms:

This estimate good for 10 days. Full payment net 15 days.

By my signature below, I authorize work to begin and agree to pay above amount in full according to the terms on this agreement.

SIGNED: _____ DATE: _____ AMT. PAID TODAY: _____



DEPARTMENT OF PUBLIC WORKS

201 West 4th Street · Pittsburg KS 66762

(620) 231-4170

www.pittks.org

Interoffice Memorandum

TO: JOHN D. VANGORDEN
Interim City Manager

FROM: TODD KENNEMER
Assistant Director of Public Works

DATE: September 3, 2010

SUBJECT: Agenda Item – September 14, 2010
Planning and Zoning Commission Recommendation

The Planning and Zoning Commission, in its meeting of August 23, 2010, considered a request submitted by J. D. Fisher dba Health A Lifestyle to rezone the 2000 Block of East Centennial from CP-1 Planned Neighborhood Commercial and RP-3 Planned Medium Density Residential to CP-2 Planned General Commercial (see attached map). Mr. Fisher is proposing to build a health club on the lot bordering Centennial with parking facilities on the adjoining lot to the south. The lot on Centennial is currently zoned CP-1 and the adjoining lot to the south is currently zoned RP-3.

There was no one present at the meeting to speak in opposition to the request.

After hearing all the evidence presented, the Planning and Zoning Commission voted unanimously to recommend to the Governing Body **approval** of the rezoning request based on the following criteria considered when a change of zoning case is heard:

1. *Character of the neighborhood.* The neighborhood is pretty isolated at this point in time. It lies on Centennial just east of the railroad tracks and consists of a nursing home, an apartment complex, and some commercial businesses are located in one building as you enter the drive to the apartment complex.

MEMO TO: JOHN D. VANGORDEN
SEPTEMBER 3, 2010
PAGE TWO

2. Zoning and uses of nearby properties. This property is at the edge of the City limits and is bounded on the north and east by vacant agricultural property located outside of the City limits, in Crawford County; the lot directly to the west is a nursing home and is zoned CP-1; and, the Summerfield Apartments and vacant land, all zoned RP-3, lie next to the vacant lots on the south.
3. Suitability of the subject property for the uses to which it is being considered. Because it is located on Centennial next to a large apartment complex, CP-2 would be the highest and best use of this land. The building is to be located along Centennial with parking located on the south of the building.
4. Length of time the subject property has remained vacant as zoned. The land has been vacant as zoned since it was annexed and platted around 1996.
5. The extent to which removal of the restrictions will detrimentally affect the nearby property. None. Surrounding property is zoned CP-1 or RP-3. Both zoning districts are for a more intense use.
6. Relative gain to public health, safety, & welfare. HS&W of the public will not be affected.
7. Recommendation of professional staff. APPROVE
8. Conformance to Master Plan. Although this particular property is not addressed by the Comprehensive Plan, it adjoins property designated as Commercial and Multi Family use in the Plan.

In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, September 14, 2010. Action necessary will be for the Governing Body to consider the recommendation of the Planning and Zoning Commission and if they are in agreement with the recommendation as provided, approve the request. If the Governing Body is not in agreement with the recommendation as provided, the State Statutes stipulate that the Governing Body, by a 2/3 majority, may override the recommendation or may return the recommendation to the Planning and Zoning Commission for further consideration. A return of the recommendation must be accompanied with a statement specifying the basis for the Governing Body's returning the recommendation.

MEMO TO: JOHN D. VANGORDEN
SEPTEMBER 3, 2010
PAGE THREE

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

Attachment: Map

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

R-1A



BALKAN
CIRCLE

IP-1

BALKAN DRIVE

RESEARCH ROAD

IP-1

CP-2

IP-1

CP-0

CP-1

RP-3

AREAS PROPOSED TO
BE REZONED FROM
CP-1 & RP-3 TO CP-2

SPRINGLEDALE ST.

R-1B
CIR.

CREST DRIVE

CEDAR

MILL ROAD

PINNACLE
LN

PINNACLE DR

INTEROFFICE MEMORANDUM

To: John D. VanGorden
Interim City Manger

From: Kim Vogel,
Director of Parks and Recreation

CC: Tammy Nagel, City Clerk
Jon Garrison, Director of Finance

Date: August, 31, 2010

Subject: Agenda Item – September 14, 2010
Purchase of Software and Hardware from Vermont Systems, Inc.

Please place an item on the September 14, 2010 City Commission Agenda in regards to the purchase of software and hardware from Vermont Systems, Inc., for the Department of Parks and Recreation in the amount of \$60,223.00.

City staff has reviewed other software companies over the last year and found Vermont Systems, Inc. the best fit for the needs of the Department of Parks and Recreation and the community.

This software will replace both the existing RecWare software, which was purchased from The Active Network, Inc., and TicketSage. Updates and support for RecWare are no longer available.

Software purchased from Vermont Systems, Inc. will keep internal office operations of the department automated, including the Aquatic Center, Four Oaks Complex, Memorial Auditorium and the Parks and Recreation office. Features include: Activity Registration, Facility Reservations, Pass Management, Point of Sale, Inventory Control, League Scheduling, Venue Ticketing, WebTrac Activity Registrations, and Web POS Ticket Sales.

Funding for this purchase comes from a 2-year \$60,223.00 purchase agreement and is included in the 2010 Budget, lease purchase line items, in the Four Oaks Complex, Aquatic Center, Memorial Auditorium, and Parks Department budgets. Funding is included in the 2011 Budget. An annual maintenance fee of \$5,370.00 will then replace our current annual maintenance fee of nearly \$20,000.00 paid for RecWare and TicketSage combined.

Would you please place an item on the agenda for the City Commission meeting scheduled for Tuesday, September 14, 2010. Action necessary will be to approve or disapprove the purchase and if approve authorize contract documents to be signed.

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

Attachment: Vermont Systems, Inc. Contract
Analysis of Costs and Budget

CITY OF PITTSBURG, KANSAS

ANALYSIS OF COSTS AND BUDGET AUTHORITY TO PURCHASE VERMONT SYSTEMS SOFTWARE

	<u>2010</u>	<u>2011</u>	<u>2012 +</u>
<u>COSTS</u>			
SOFTWARE	\$ 14,445	\$ 14,445	\$ -
ANNUAL MAINTENANCE	\$ 5,370	\$ 5,370	\$ 5,370
TRAINING / TRAVEL	\$ 17,585	\$ -	\$ -
HARDWARE	\$ 7,852	\$ -	\$ -
SHIPPING	\$ 526	\$ -	\$ -
TOTAL	<u>\$ 45,778</u>	<u>\$ 19,815</u>	<u>\$ 5,370</u>

<u>BUDGET</u>			
PARKS & RECREATION	\$ 20,300	\$ 10,150	\$ 2,180
FOUR OAKS COMPLEX	\$ 12,750	\$ 6,375	\$ 1,369
MEMORIAL AUDITORIUM	\$ 11,920	\$ 5,960	\$ 1,280
AQUATIC CENTER	<u>\$ 5,030</u>	<u>\$ 2,515</u>	<u>\$ 540</u>
TOTAL	<u>\$ 50,000</u>	<u>\$ 25,000</u>	<u>\$ 5,370</u>

COST OF CURRENT SOFTWARE (RECWARE AND TICKETSAGE)

	2008	2009
RECWARE	\$ 11,615	\$ 11,615
TICKETSAGE	\$ 8,045	\$ 10,130
	<u>\$ 19,660</u>	<u>\$ 21,745</u>

VERMONT SYSTEMS, INC.
SOFTWARE LICENSE, MAINTENANCE AND SUPPORT AGREEMENT

This SOFTWARE LICENSE, MAINTENANCE AND SUPPORT AGREEMENT ("Agreement"), is made and entered into on **August 20, 2010**, by and between Vermont Systems, Inc., a Vermont corporation (hereinafter "VSI" or "Licensor", and **City of Pittsburg, Kansas** (hereinafter "Customer" or "Licensee"), collectively referred to herein as the "Parties".

In consideration of the mutual covenants and obligations expressed herein, the Parties agree to the following:

ARTICLE 1 – Software License

- 1.1 VSI shall provide the Licensee and the Licensee agrees to accept a perpetual, non-transferable, and non-exclusive right to use the Licensed Software and Related Materials, as described in the attached Exhibit B price quote. The Licensed Software includes Related Materials, such as User Reference Manuals, Reports Manuals, Installation Planning Guides, Installation Instructions, On-Line Help, and Sample Database with Tutorials.
- 1.2 VSI uses the Progress OpenEdge V10 Development software to develop its' applications and deploys using the OpenEdge Deployment software that includes Client Networking, Web Client, Load Balancer, and Personal, Workgroup, or Enterprise RDBMS (embedded database) with RDBMS support for 4GL, SQL, ODBC, JDBC, and Enterprise Cluster Manager Integration, and OpenEdge Application Server, Basic and Enterprise Editions with Replication. Therefore, Progress software with RDBMS is required to operate the application software by platform type, and they are included in the attached Exhibit B.
- 1.3 The license granted herein authorizes the Customer to use the Licensed Software on the designated computer platform and to make copies of the Licensed Software for safe keeping purposes only.
- 1.4 A license is required for each network server or standalone workstation database, and the number of authorized user workstations permitted to use the Licensed Software is limited to the number listed in Exhibit B. The Licensee is responsible for maintaining an accurate record of the number of user workstations, and this number can be increased with written request to VSI and payment of the per user license and annual maintenance fees.
- 1.5 In the future, the Customer can license additional software under the terms of this Sales Agreement.
- 1.6 If the WebTrac software is being licensed, it requires a web server to link the Customer's database and transaction server with the internet. If VSI is providing a third party hosted web server, the fees will be included in Exhibit B. Further, the third party hosted requirements are listed in Exhibit C.

ARTICLE 2 – Annual Software Maintenance and Support Services

- 2.1 VSI shall provide the Licensee with Software Maintenance and Software Support services for the Licensed Software in accordance with VSI standard Sales and Support Policies, as described in Exhibit A. The extent of support services being provided are specifically listed in Exhibit B.
- 2.2 The Annual Software Maintenance support shall include distribution of product update releases, including software repairs and enhancements subsequent to the initial purchase. Annual software updates will be distributed in accordance with VSI standard Sales and Support Policies, as described in Exhibit A, while periodic program only updates are available at any time.
- 2.3  The Software Maintenance and Support fee will be billed annually, and it becomes effective on the first day of your January 1st, May 1st, July 1st __, or October 1st __ fiscal year for one year (*Please ✓one*). New customers will be charged on a prorated basis from the first day of the installation month through the end of the current fiscal year.
- 2.4 The required Software Maintenance and Support Agreement will automatically renew annually, unless the Licensee notifies VSI in writing that the Licensee is terminating VSI Maintenance Support.

 VSI Initials _____ Customer Initials

ARTICLE 3 – Software Training and Installation Services

- 3.1 Training is offered at the Customer site, at VSI (12 Market Place, Essex Junction, Vermont), and remotely based on a daily rate, as described in the VSI standard Sales and Support Policies, Exhibit A.
- 3.2 Any training services and estimated charges for each Licensee, including the number of training days, and travel, lodging, meals, and other expenses, are itemized in Exhibit B. All training dates must be mutually agreed upon by VSI and the Licensee. The Licensee can request a change of training dates and number of training days. However, if a change is made after travel arrangements have been completed, the Licensee will be responsible for any additional costs incurred as a result of the changes.
- 3.3 If VSI is providing Installation Services, such as hardware and network operating system installation and setup services, they will be listed in Exhibit B, as well.
- 3.4 The Licensee is responsible for reimbursing VSI for all reasonable expenses, such as travel, lodging, meals, and other expenses necessary to complete the training, as requested by the Customer. While the estimated out-of-pocket expenses are listed in Exhibit B, only the actual expenses will be billed to the Customer, unless the Agreement requires a fixed price in advance.

ARTICLE 4 – Charges and Payment

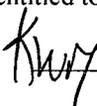
- 4.1 The Licensed Software charges will be billed to the Customer when shipped or following the initial training session, and will be due within 30 days. Any additional charges will be billed, as incurred.
- 4.2 The initial Software License fee includes ground shipping of the software and electronic copies of all documentation. If special shipping is requested, the Customer shall pay all associated additional charges. VSI shipping terms for third party hardware and software are FOB Origin.
- 4.3 The Customer shall pay all applicable sales, consumer use, and other taxes required by law, unless it is exempt from any or all of these taxes. If tax-exempt, the Licensee must provide a tax exemption certificate.
- 4.4 VSI will invoice the Customer for training and installation services, along with travel and other expenses, immediately following the completion of each occurrence of training or other services.
- 4.5 If VSI is providing a third party hosted web server for WebTrac, the minimum commitment for this service is one year, and this fee will be billed annually in advance. New customers will be charged on a prorated basis from the first day of the installation month through the end of the current fiscal year.

ARTICLE 5 – Security of Programs

- 5.1 The Customer shall be solely responsible for the supervision and control of the licensed software to ensure that it is stored in a secure location for customer use only and that no unauthorized and unlicensed third party gains access to it.
- 5.2 Under no circumstances shall the Customer be authorized to perform Reverse Engineering of the software object code, in order to illegally generate source code.

ARTICLE 6 – Warranties

- 6.1 VSI warrants that it has the right to license the Licensed Software, and that there are no pending liens, claims, or encumbrances against the software.
- 6.2 VSI warrants that the software shall conform to its published specifications in the Related Materials, including, but not limited to, the Capabilities Summary, On-Line Help, Reports Manual, User Reference Manual, and Training Tutorials. VSI warrants that the software is merchantable, in that it will properly install and operate according to the specifications herein.
- 6.3 VSI warrants to the Customer that it is solvent, that it is not in bankruptcy proceedings or receivership, nor is it engaged in any proceedings, which would have an adverse effect on its ability to perform its obligations under this agreement.
- 6.4 VSI warrants that there has been no violation of copyrights or patent rights in connection with the Licensed Software in this Agreement. VSI shall indemnify and save harmless the Licensee from any suit or proceeding brought against the Licensee by reason of any such infringement or any wrongful use. VSI will defend or settle any such claim, although the Licensee shall be entitled to be independently represented by counsel of its own choice.

 VSI Initials _____ Customer Initials

ARTICLE 7 – Limitation of Liability

- 7.1 Except for the warranties specified in Section 6, VSI grants no warranties, expressed or implied, including, but not limited to any implied warranties of fitness for a particular purpose. It is expressly agreed that VSI shall in no event be liable for special, incidental, indirect, or consequential damages, or for any loss or claim caused by the Customer or any third party.
- 7.2 The Parties agree that the laws of the State of Kansas will govern this Agreement, and that the venue for legal resolution shall be in Pittsburg, Kansas.

ARTICLE 8 – Risk of Loss

- 8.1 The risk of loss or destruction, regardless of the cause, shall be the responsibility of VSI until the Licensed Software and Related Materials have been delivered to the Customer's premises.
- 8.2 The Customer shall be responsible for verifying that the Licensed Software and Related Materials have been received, installed on the designated computer(s), and are operational, unless the Agreement specifies that VSI will install the Licensed Software as part of the on-site training.

ARTICLE 9 – Application Source Code

- 9.1 The Source Code for all VSI application software, along with a list of licensed customers, is held in escrow by VSI's Escrow Agent, Kolvoord, Overton, & Wilson, Attorneys, at 3 Main Street, Essex Junction, Vermont 05452. The source code held in escrow is updated after each software release. If VSI defaults in providing software maintenance support due to company failure, or discontinuance of said service by VSI or VSI's bankruptcy, then the source code will be made available to the Customer within 30 days of written notice by the Escrow Agent for Customer support use only.

ARTICLE 10 – Independent Contractor

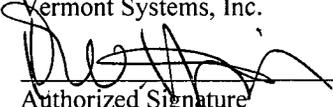
- 10.1 In performing the work under this Agreement, VSI acts as an Independent Contractor and is solely responsible for necessary and adequate workers' compensation insurance, as well as personal injury and property damage insurance.

ARTICLE 11 – Change Orders or Extensions

- 11.1 The Customer may require changes in the scope of services to be performed by VSI. Such changes, including any increase or decrease in compensation amount, must be mutually agreed upon in writing by the Licensee and VSI. VSI shall be compensated for all authorized changes in services.

ARTICLE 12 – Authorization and Entire Agreement

- 12.1 Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights stated herein, and to perform the duties and obligations described herein.
- 12.2 This Agreement and the attached Exhibits A & B constitute the entire Agreement between Vermont Systems and the Licensee.
- 12.3 If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced, then all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect.

Vermont Systems, Inc.


 Authorized Signature

 Kate W. Mitchell, Vice President
 Printed Name and Title

 8/23/10
 Date

Licensee

 Authorized Signature

 Printed Name and Title

 Date

EXHIBIT A
Customer Sales and Support Policies 4/23/2010

1. SOFTWARE LICENSE:

The application software license is a one-time fee, which provides for the perpetual use of the software. While a deposit may be required, the full software license fee is due for all accounts within 30 days of delivery or the completion of the first training session. The Progress OpenEdge V10 Application Server software and Personal, Workgroup, or Enterprise Relational Database Management System (RDBMS imbedded database) software licenses are also required to operate the VSI Windows Client application software.

2. ANNUAL SOFTWARE MAINTENANCE AND SUPPORT:

The required annual maintenance support fee is prorated from the first day of the installation month to the end of the first fiscal year, and thereafter, it is due annually on the first day of each new fiscal year. This fee includes the following: US and Canada 800 Telephone/Web Support for VSI and Progress software five (5) days/week, Monday-Friday, 8am-8pm ET, and availability of chargeable Extended Hours Pager Support Monday – Friday, 8pm–10pm ET, Saturday, Sunday, & Holidays 8am-5pm ET. Further, Pre-Arranged Non-Standard Hours Pager Support is also available, as described in Section 4 below. The following are included:

- Maintenance and repair of application software malfunctions with an acknowledgement response, as described in the Call Process, Section 5 below.
- One major application software upgrade every two years, along with multiple optional periodic updates. Major upgrades usually require a database conversion, while other periodic updates are program only. Enhancements are based primarily on user requests, but they also include an extensive number of VSI initiated improvements, all of which are added at the discretion of VSI. In its' quarterly newsletter, VSI notifies all Customers regarding the status and availability of all software releases. The same data is available on the VSI web site at all times. Customers must request all major software upgrades, which are distributed on a DVD with standard ground shipping. Program only updates can be downloaded via VSI's web page www.vermontsystems.com under Support or by requesting the update DVD at any time.
- One bi-annual database conversion by VSI via FTP or WebEx during standard VSI business hours. VSI FTP/WebEx database conversion services are only chargeable, if started and/or completed during non-standard VSI business hours (before 8am and after 5pm ET, Monday through Friday and on weekends and holidays).
- Federal and State regulatory requirement changes.
- User ID and Password login access to Customer Support and Downloads sections on VSI web site.
- Phone support to explain how to configure database, how system works, and how to prepare for implementation of certain functions, such as those listed below under Extended Dedicated Support.
- Updates to financial and other interfaces due to VSI application software modifications and not due to application software modifications by other vendors.

Any of the following costs associated with customer support are **not included**:

- Actual usage of Extended Hours Pager/Telephone Support at rates listed in Section 4 below.
- Pre-Arranged Non-Standard Extended Hours Pager/Telephone Support is chargeable with a minimum of four hours, which can be nonconsecutive, as described in Section 4 below.
- Any associated travel and out-of-pocket expenses for installation and training services.
- Installation and configuration of product enhancements or releases, database repairs, and more than one bi-annual database conversion are chargeable.
- Telephone support related to computer hardware, operating systems, networking, and reinstallation and configuration of application software is chargeable. If the hardware and software configurations are modified after VSI has completed on-site or telephone installation services, additional requested support services are chargeable.
- Telephone training, as a substitute for on-site training or classroom training at VSI, as well as for untrained operators, is chargeable. Refer to Sections 6 and 7 below for hourly pricing.
- Customized print programs and updates are chargeable at the rate listed under Section 6 below.
- Interfaces to export or import data from or to other application software databases are chargeable.
- Extended Dedicated Support to implement or change certain functions, such as 1) Switching from Cash to Accrual Accounting; 2) Reinstall WebTrac software on server; 3) Customize Splash Page; 4) Create Web Bypass Links; 5) WebTrac Style Sheets changes; and, 6) Database Support to analyze and correct out-of-balance condition.

3. PROGRAMMING ENHANCEMENTS:

Although our policies provide for charging for special programming, we generally do not charge for individual enhancement requests. All **approved** enhancements and repairs are automatically included in all updates as part of the annual maintenance fee.

4. VSI EXTENDED HOURS PAGER/TELEPHONE SUPPORT SERVICES PRICING:

Standard Extended Hours Pager/Telephone Support

Monday - Friday 8pm – 10pm ET, Saturday, Sunday, & Holidays 8am-5pmET - if extended hours support is actually provided, it is chargeable at \$95/hour in the US and Canada with a minimum of \$50 per call issue, which could involve multiple calls. Outside the US and Canada calls are chargeable at the rate of \$95/hour with a minimum of \$50 per call issue, plus \$.10/minute for telephone expense, unless the customer pays to call VSI.

Pre-Arranged Non-Standard Extended Hours Pager/Telephone Support

Non-Standard Extended Hours support may be pre-arranged by calling VSI at least one full business day in advance. While the stand-by rate is \$50/hour with a minimum of 4 hours, the actual extended pager support is chargeable in the US and Canada at \$140/hour with a minimum of \$70 per issue, which could involve multiple calls. Calls outside the US and Canada are chargeable at \$140/hour with a minimum of \$70/call issue, plus any outgoing telephone expense at \$.10 per minute.

5. SUPPORT CALL PROCESS:

To provide high quality support and to effectively assign resources to incoming calls, three types of call priorities are identified as follows: Priority 1 is considered Urgent or High Priority, Priority 2 is classified as Medium Priority, and Priority 3 is deemed to be Low Priority. The criteria used to establish guidelines for these priorities are as follows:

Priority 1 – High

Consists of errors that cause unrecoverable loss or corruption of data or loss of essential software functionality that prevents Customer processing, and there is no workaround. Generally, the system would be down.

Priority 2 – Medium

Consists of errors that cause loss of essential software functionality that prevents Customer processing, but has a workaround, or loss of non-essential software functionality that does not have a workaround. Generally, the system is not down, but the problem is causing staff inconvenience.

Priority 3 – Low

Consists of errors that may be causing loss of non-essential software functionality, but have a workaround. While the system is not down generally, the Customer's operational questions need to be resolved.

Response Times

VSI will respond to Priority 1-3 support calls in accordance with The Table of Service below, and all time references are clock hours or calendar days, unless otherwise specified. The Customer will use the VSI telephone number or support email address during standard VSI business hours, as described in Section 2, or the VSI pager number during standard pager support hours, as described in Section 4. The Customer can also call the pager number to request support during pre-arranged non-standard pager support hours, as described in Section 4. The Customer and VSI support person may also use cell phones for more efficient responses.

All issues or questions reported to support are tracked via a logged support call that contains at a minimum the Customer name, contact person, software product and version, module and/or menu selection, nature of issue, detailed description of the question or issue, and any other pertinent information. The support person will provide the Customer with a call number to track each call issue. Each call will be stored in a queue and the first available support representative will be assigned to the next call issue.

While reviewing the call issue, the assigned support person will contact the Customer, if additional information is needed. The VSI support person will either resolve the issue with the Customer or advise the Customer regarding the status and the course of action being taken to resolve it. All correspondence and actions associated with a call are tracked in the support database. If the issue needs to be escalated to a development resource, the Customer will be informed. While issues escalated to development will be scheduled for resolution, they may not be resolved immediately depending on the nature and complexity of the issue. The Customer may contact the support department at its convenience for a status update on development issues.

Escalation Process

In the event that VSI is unable to provide either a permanent or a mutually acceptable temporary resolution within the applicable timeframes set forth in the Table of Service below, VSI will initiate escalation procedures at VSI's sole expense, except if due to hardware malfunctions, utility failures, air conditioning malfunctions, non VSI software problems, communications malfunctions, environmental problems, user errors or any other cause outside VSI's reasonable control, in which case VSI may charge the Customer at the hourly rates listed in Sections 4, 6, & 7. However, VSI will continue to assist the Customer to resolve the problem, even when VSI and Customer may not agree on the cause of the problem.

Table of Service Requirements.

The table below lists the service level required by the three Priority levels described above:

Service Level Required	Priority 1	Priority 2	Priority 3
	(time measured from initial call to VSI)		
Initial Response Due	1 hour	4 hours	5 days
Correction identified and a mutually agreeable correction plan will be developed within	24 hours	7 days	As mutually agreed
Escalation Stage 1 (Support Managers)	12 hours	7 days	N/A
<i>Stage 1 Status Report Intervals</i>	Every 4 hours during standard business hours	daily	N/A
Escalation Stage 2 (Vice President of Support)	24 hours	7 days	N/A
<i>Stage 2 Status Report Intervals</i>	Every 4 hours during standard business hours	daily	N/A
Escalation Stage 3 (President)	72 hours	10 days	N/A

6. VSI SUPPORT SERVICES PRICING (Non-Military)

The US and Canada on-site training rate is \$680 per 8-hour day, plus out-of-pocket travel expenses. The VSI classroom-training rate is \$680 per 8-hour day for up to two trainees and \$150 per day for each additional trainee. Other services include 800-telephone training in the US and Canada at \$95/hour, programming at \$120/hour, and hardware and network configuration support services at \$800/day or \$120/hour. Any hours in excess of eight are chargeable. Travel time is charged at \$340 daily plus travel expenses.

7. VSI WEEKEND SUPPORT SERVICES PRICING (Non-Military):

The weekend training rate is \$1,020/day, while the hourly rate is \$130 with a two-hour minimum. If the Customer asks the VSI Trainer to stay over a weekend, in order to save on travel costs, and no training is provided, the rate is \$250/day, plus all normal travel expenses (lodging, meals, rental car, tolls).

8. ON-SITE TRAINING SHORT NOTICE CANCELLATION PENALTY:

If scheduled on-site training is cancelled with less than 3 weeks' notice, the Customer will be responsible for any travel expenses losses, as well as a \$500 penalty to partially offset VSI Trainer rescheduling costs.

9. TRAINING CANCELED DURING SCHEDULED ONSITE TRAINING WEEK:

If the Customer cancels training for any reason (weather, trainee sickness, etc) while the VSI Trainer is onsite, Customer must still pay VSI daily rates for training and travel expenses.

10. TELEPHONE SUPPORT:

800-telephone support in the US and Canada, during VSI business hours, is included in the Annual Software Maintenance and Support fee, provided that VSI has previously trained the individuals being supported. Otherwise, chargeable telephone or on-site training must be completed.

11. APPLICATION SOFTWARE SOURCE CODE:

The Source Code for the VSI application software, along with a list of licensed customers, is held in escrow by VSI's Escrow Agent, Kolvoord, Overton, & Wilson, Attorneys, at 3 Main Street, Essex Junction, Vermont 05452, Attn: Al Overton 802-878-3346. If VSI defaults in providing software maintenance support due to company failure, discontinuance of support services, or VSI's bankruptcy, the Escrow Agent will make the source code available to the Customer within 30 days of written notice by the Escrow Agent. The source code can only be used to support each VSI licensed customer.

12. DOCUMENTATION:

All documentation is provided electronically on a DVD by application and it includes the User Reference Manual, Installation Planning Guide, Reports Manual, Installation Instructions, On-Line Help, and Sample Database with Tutorial. Customers can print any number of copies needed to train their staffs and manage their operations. Hard copy manuals are available at \$75 each.

13. INSTALLATION PLANNING:

The installation planning process begins with the placing of your order. We will assist you to develop a plan, which will assign Customer and VSI responsibilities for the various elements required to successfully complete the installation and training.

14. THIRD PARTY VENDOR GENERAL LEDGER/CASH RECEIPTS INTERFACE PROCEDURES:

The VSI Trainer will configure RecTrac/GolfTrac software for the appropriate vendor interface and will show the Customer how to generate the batch export file that contains the summary or detailed transactions for the day (or any date range). At this point, it is the Customer's responsibility to contact the financial software vendor to arrange for assistance to import the daily batch file for automatic posting to the cash receipts or general ledger system. The VSI trainer is not responsible for importing the batch files into any third party application software and for contacting the vendor.

15. HARDWARE PAYMENT & WARRANTY:

Full payment for the hardware and systems software is due following delivery, after verification of the order. The verification process must be completed, so that all payments can be made within 30 days of delivery. The VSI supplied hardware includes Warranties from the manufacturers or distributors for specified periods. Please review the Warranty chart provided by VSI. After the warranty period or add-on warranty period, hardware vendors also provide time and materials maintenance support. Warranty and Maintenance Contract service provided on a Depot Basis can require several days to complete. Therefore, plan your purchases to include **spare critical units**, in order to provide your users with uninterrupted operations.

16. VSI POS HARDWARE SUPPORT:

To support our POS software applications, VSI offers a broad range of hardware computers and peripherals that we have evaluated, qualified, and configured to function properly with our software. This requires an extensive investment of resources including labor and the purchase of one or more of each type hardware product. Further, these hardware products are essential to support our customers and for testing each software upgrade. Most customers appreciate the availability of these qualified products, since it saves them from experiencing the same expensive process.

Our priority is to offer only high quality products with extended warranties at competitive prices, but not necessarily at the lowest prices. A qualified product that is competitively priced is much more important than the lowest price. More often than not a lower priced, unqualified product will eventually cost much more for all concerned. VSI hardware support policies are as follows:

Qualified POS Hardware Purchased from VSI – Full Support:

VSI will be responsible for ordering the properly configured hardware with the correct cables and other features, delivery, installation and configuration assistance, toll free telephone support, and warranty service arrangements, as needed.

Qualified POS Hardware Purchased from Another Source – Partial Support:

VSI is **not** responsible for resolving problems resulting from incorrectly ordered hardware, resulting installation and configuration problems, and warranty service arrangements. However, VSI will provide limited guidance and support, during the installation of the hardware. If issues are not resolved within a few minutes, then VSI will continue to provide toll free assistance at the standard VSI rate of \$95 per hour.

Non-Qualified POS Hardware Purchase from another Source – Limited Support:

VSI does not support non-VSI qualified POS hardware using our 800 support lines. However, if a customer calls for assistance and the VSI support person determines that the request is for a non-qualified product, he/she will discuss options as follows: 1) Select qualified hardware on the VSI price list, or 2) Discuss qualifying a new product with VSI management. If a customer requests VSI to consider qualifying a non-qualified product, we will evaluate the circumstances, and if justified, will attempt to qualify. In order to proceed, the customer must send an evaluation unit to VSI and we will attempt to qualify it at the rate of \$95/hour. The customer must specify a qualifying spending limit. If successful, VSI may or may not add the product to our price list. If added, VSI will continue to support the product as described under qualified hardware options. If not, any on-going qualifying that might be required, as a result of hardware or software upgrade changes, will be chargeable at \$95/hour.



**Proposal Summary Pricing
VSI Quote Number: 17301**

Please See Detail Breakdown
on Following Pages

Description: Updated VSI Pricing (w/hrdwr)
 Prepared For: Pittsburg Parks & Recreation, Pittsburg, KS
 Contact Name: Tammy Edge, Recreation
 Contact Email: tammye@pittks.org
 Approved By: David Wirtz, Sales Manager (davew@vermontsystems.com)

Phone Number: (620)230-5524
 Fax Number:
 Quote Date: 06/29/2010

Description	Purchase Price	Annual Maintenance	Estimated Shipping	Total Price
<u>RecTrac - Workgroup Multi-User Software</u>				
Application Software	\$13,650.00	\$2,620.00	\$0.00	\$16,270.00
Progress OpenEdge Software	\$2,730.00	\$524.00	\$0.00	\$3,254.00
VSI-Add ons	\$750.00	\$150.00	\$0.00	\$900.00
Support Services - Training & Travel Expenses	\$11,325.00	\$0.00	\$0.00	\$11,325.00
Total RecTrac:	\$28,455.00	\$3,294.00	\$0.00	\$31,749.00
<u>ID Systems - Workgroup Multi-User Software</u>				
Application Software	\$1,080.00	\$190.00	\$0.00	\$1,270.00
Progress OpenEdge Software	\$190.00	\$38.00	\$0.00	\$228.00
ID Card Hardware	\$270.00	\$0.00	\$14.00	\$284.00
Support Services - Training & Travel Expenses	\$1,005.00	\$0.00	\$0.00	\$1,005.00
Total ID Systems:	\$2,545.00	\$228.00	\$14.00	\$2,787.00
<u>WebTrac - Basic Edition</u>				
Application Software	\$7,075.00	\$1,415.00	\$0.00	\$8,490.00
Progress OpenEdge Software	\$1,415.00	\$283.00	\$0.00	\$1,698.00
VSI-Add ons	\$1,250.00	\$0.00	\$0.00	\$1,250.00
Support Services - Training & Travel Expenses	\$5,160.00	\$0.00	\$0.00	\$5,160.00
Total WebTrac:	\$14,900.00	\$1,698.00	\$0.00	\$16,598.00
<u>PayTrac - Application Software & Hardware</u>				
Application Software	\$750.00	\$150.00	\$0.00	\$900.00
Support Services - Training & Travel Expenses	\$95.00	\$0.00	\$0.00	\$95.00
Total PayTrac:	\$845.00	\$150.00	\$0.00	\$995.00
<u>Hardware - (VSI Qualified)</u>				
Printers	\$1,845.00	\$0.00	\$117.00	\$1,962.00
Cash Drawers	\$1,020.00	\$0.00	\$138.00	\$1,158.00
Touch Screen Monitors	\$3,240.00	\$0.00	\$120.00	\$3,360.00
Barcode Readers	\$882.00	\$0.00	\$60.00	\$942.00
Magstripe Readers	\$595.00	\$0.00	\$77.00	\$672.00
Total Hardware:	\$7,582.00	\$0.00	\$512.00	\$8,094.00



Proposal Summary Pricing
VSI Quote Number: 17301

Please See Detail Breakdown
on Following Pages

Description: **Updated VSI Pricing (w/hrdwr)**
Prepared For: **Pittsburg Parks & Recreation, Pittsburg, KS**
Contact Name: **Tammy Edge, Recreation**
Contact Email: **tammye@pittks.org**
Approved By: **David Wirtz, Sales Manager (davew@vermontsystems.com)**

Phone Number: **(620)230-5524**
Fax Number:
Quote Date: **06/29/2010**

Description	Purchase Price	Annual Maintenance	Estimated Shipping	Total Price
VSI TOTALS				
Application Software	\$22,555.00	\$4,375.00	\$0.00	\$26,930.00
Printers	\$1,845.00	\$0.00	\$117.00	\$1,962.00
Progress OpenEdge Software	\$4,335.00	\$845.00	\$0.00	\$5,180.00
Cash Drawers	\$1,020.00	\$0.00	\$138.00	\$1,158.00
ID Card Hardware	\$270.00	\$0.00	\$14.00	\$284.00
Touch Screen Monitors	\$3,240.00	\$0.00	\$120.00	\$3,360.00
Barcode Readers	\$882.00	\$0.00	\$60.00	\$942.00
Magstripe Readers	\$595.00	\$0.00	\$77.00	\$672.00
VSI-Add ons	\$2,000.00	\$150.00	\$0.00	\$2,150.00
Support Services - Training & Travel Expenses	\$17,585.00	\$0.00	\$0.00	\$17,585.00
Grand Totals:	\$54,327.00	\$5,370.00	\$526.00	\$60,223.00

(plus tax where applicable)

INSTALLMENT PURCHASE PLAN OPTIONS - NO INTEREST CHARGES	
(Total Software License Figure Used For Installment Calculation) \$28,890.00	
Two Year Payment Plan Purchase Option	(Software License Portion Of Installment Amount) \$14,445.00
Year 1 (Includes One Half The Software License + All Training + All Travel Expense + All Shipping + Annual Maintenance)	\$45,778.00
Year 2 (Includes One Half The Software License + Annual Maintenance)	\$19,815.00
Year 3+ (Annual Maintenance Only)	\$5,370.00
Three Year Payment Plan Purchase Option	(Software License Portion Of Installment Amount) \$9,630.00
Year 1 (Includes One Third The Software License + All Training + All Travel Expense + All Shipping + Annual Maintenance)	\$40,963.00
Year 2 (Includes One Third The Software License + Annual Maintenance)	\$15,000.00
Year 3 (Includes One Third The Software License + Annual Maintenance)	\$15,000.00
Year 4+ (Annual Maintenance Only)	\$5,370.00



RecTrac Workgroup Multi-User Software
Recreation Tracking Software
VSI Quote Number: 17301
 Please Review Notes on Last Page
 Software Pricing Is Valid For 120 Days
 Hardware Pricing Is Subject to Change

Description: **Updated VSI Pricing (w/hrdwr)**
 Prepared For: **Pittsburg Parks & Recreation, Pittsburg, KS**
 Contact Name: **Tammy Edge, Recreation**
 Contact Email: **tammye@pittks.org**
 Approved By: **David Wirtz, Sales Manager (davew@vermontsystems.com)**

Phone Number: **(620)230-5524**
 Fax Number:
 Quote Date: **06/29/2010**

Qty	Unit	Description	Unit Price	Extended Price	Annual Maint
Application Software					
1	Each	Activity Registration (V-RT-MU-AR)	\$2,450.00	\$2,450.00	\$440.00
1	Each	Facility Reservations (V-RT-MU-FR)	\$2,450.00	\$2,450.00	\$440.00
1	Each	Pass Management Photo (V-RT-MU-PM)	\$2,450.00	\$2,450.00	\$440.00 ¹
1	Each	Point-of-Sale/Inventory Control/Tickets (V-RT-MU-PS)	\$2,450.00	\$2,450.00	\$440.00 ²
1	Each	POS Theatre/Venue Ticketing (V-RT-MU-PV)	\$1,450.00	\$1,450.00	\$290.00
1	Each	League Scheduling (V-RT-MU-LS)	\$1,950.00	\$1,950.00	\$350.00
1	Each	Incident Processing and Reporting (V-RT-MU-IC)	\$0.00	\$0.00	\$0.00
1	Each	Systems Administration (required) (V-RT-MU-SA)	\$300.00	\$300.00	\$270.00
10	Each	Additional Users Over 2 (12 Total concurrent) (V-RT-MU-AU)	\$300.00	\$3,000.00	\$400.00
1	Each	VSI-Discount - Software Trade-up to VSI Benefit (VSI-DISCOUNT WRKGRP)	\$2,850.00-	\$2,850.00-	\$450.00-
Total Application Software:				\$13,650.00	\$2,620.00
Progress OpenEdge Software					
1	Each	OpenEdge Workgroup Appl Server & RDBMS (T-PG-MU-OE)	\$2,730.00	\$2,730.00	\$524.00 ³
Total Progress OpenEdge Software:				\$2,730.00	\$524.00
VSI-Add ons					
1	Each	VSI General Ledger Interface (InCode) (V-RT-IN-GL)	\$750.00	\$750.00	\$150.00 ⁴
Total VSI-Add ons:				\$750.00	\$150.00
Other Available Products of Interest					
Activity Registration Custom Brochure Interface Price: \$750.00					
Support Services - Training & Travel Expenses					
9	Day(s)	On-Site, Installation & Training (X-S-TNG-01)	\$680.00	\$6,120.00	\$0.00
2	Day(s)	Travel time - per day (X-S-TNG-09)	\$340.00	\$680.00	\$0.00
9	Each	Travel expenses - per day (estimated) (X-X-EXP)	\$325.00	\$2,925.00	\$0.00 ⁵
2	Each	Airfare for travel (estimated) (X-X-AIR)	\$800.00	\$1,600.00	\$0.00
Total Support Services - Training & Travel Expenses:				\$11,325.00	\$0.00
Total Software, Hardware and Support Services				\$28,455.00	\$3,294.00
Grand Total - RecTrac:				\$31,749.00	
(plus tax where applicable)					



**ID Systems Workgroup Multi-User Software
Pass Management Photo/Plastic Photo ID Card System
VSI Quote Number: 17301**

Please Review Notes on Last Page
Software Pricing Is Valid For 120 Days
Hardware Pricing Is Subject to Change

Description: Updated VSI Pricing (w/hrdwr)
Prepared For: Pittsburg Parks & Recreation, Pittsburg, KS
Contact Name: Tammy Edge, Recreation
Contact Email: tammye@pittks.org
Approved By: David Wirtz, Sales Manager (davew@vermontsystems.com)

Phone Number: (620)230-5524
Fax Number:
Quote Date: 06/29/2010

Qty	Unit	Description	Unit Price	Extended Price	Estimated Shipping	Annual Maint
Application Software						
1	Each	Pass Mgmt - ID Integration (Wkgroup) (V-RT-MU-PMI)	\$950.00	\$950.00	\$0.00	\$190.00
1	Each	Create Photo ID Card Layout (S-PID LAYOUT)	\$130.00	\$130.00	\$0.00	\$0.00
Total Application Software:				\$1,080.00	\$0.00	\$190.00
Progress OpenEdge Software						
1	Each	OpenEdge Workgroup Appl Server & RDBMS (T-PG-MU-OE)	\$190.00	\$190.00	\$0.00	\$38.00 ⁶
Total Progress OpenEdge Software:				\$190.00	\$0.00	\$38.00
ID Card Hardware						
1	Each	QKCam Orbit AF Camera (PID-LORBIT AF)	\$160.00	\$160.00	\$9.00	\$0.00 ⁷
0	Each	Polaroid P4000 1-Side Photo ID Cd Printer,USB,3YR * (H-PID-PL-02-U)	\$2,275.00	\$0.00	\$0.00	\$0.00 ⁸
0	Each	P3000/P4000 Color Ribbon 500 Cards/ribbon (S-PID-PL-11)	\$175.00	\$0.00	\$0.00	\$0.00 ⁹
1	Each	Blank White PVC Cards- 30Mil (1000 each) (PID-PVC-C-30)	\$110.00	\$110.00	\$5.00	\$0.00
0	Each	Polaroid P4000 ID Card Printer Cover (H-PID-PL-09-X-CV)	\$35.00	\$0.00	\$0.00	\$0.00
Total ID Card Hardware:				\$270.00	\$14.00	\$0.00
Barcode Readers						
Other Available Products of Interest						
Omni Bar Code Reader/Decoder, USB Interface Price: \$150.00						
Support Services - Training & Travel Expenses						
1	Day(s)	Municipal, On-Site, Installation & Training (X-S-TNG-01)	\$680.00	\$680.00	\$0.00	\$0.00
1	Each	Travel expenses - per day (estimated) (X-X-EXP)	\$325.00	\$325.00	\$0.00	\$0.00 ⁵
Total Support Services - Training & Travel Expenses:				\$1,005.00	\$0.00	\$0.00
Total Software, Hardware and Support Services				\$2,545.00	\$14.00	\$228.00
Grand Total - ID Systems:					\$2,787.00	
<small>(plus tax where applicable)</small>						

Notes:

* - ID Card Printer listed, price can be included if second ID Card printer is needed.

** - Magellan Barcode reader is the unit that will work for the Background/second session check-in option that we discussed during the presentation. Has the ability to emulate a serial device.



WebTrac Basic Edition
Real-Time Internet Software
VSI Quote Number: 17301
 Please Review Notes on Last Page
 Software Pricing Is Valid For 120 Days
 Hardware Pricing Is Subject to Change

Description: Updated VSI Pricing (w/hrdwr)
 Prepared For: Pittsburg Parks & Recreation, Pittsburg, KS
 Contact Name: Tammy Edge, Recreation
 Contact Email: tammye@pittks.org
 Approved By: David Wirtz, Sales Manager (davew@vermontsystems.com)

Phone Number: (620)230-5524
 Fax Number:
 Quote Date: 06/29/2010

Qty	Unit	Description	Unit Price	Extended Price	Annual Maint
Application Software					
1	Each	Web Internet Software (V-WT-SU-IS)	\$3,750.00	\$3,750.00	\$750.00 ¹⁰
1	Each	WebTrac Activity Registrations (V-WT-SU-AR)	\$950.00	\$950.00	\$190.00 ¹¹
1	Each	WebTrac Facility Reservations (V-WT-SU-FR)	\$750.00	\$750.00	\$150.00 ¹¹
1	Each	Web POS Ticket Sales (V-WT-SU-PS)	\$750.00	\$750.00	\$150.00 ¹¹
1	Each	Web POS Venue Ticketing (V-WT-SU-PV)	\$750.00	\$750.00	\$150.00 ¹¹
1	Each	Web League Scheduling (V-WT-SU-LS)	\$750.00	\$750.00	\$150.00 ¹¹
1	Each	25 Additional RecTrac Users for WebTrac(1/Agent) (V-WT-SU-AU)	\$625.00	\$625.00	\$125.00
1	Each	VSI-Discout - Software Trade-up to VSI Benefit (VSI-WEB DISCOUNT1-15)	\$1,250.00-	\$1,250.00-	\$250.00-
Total Application Software:				\$7,075.00	\$1,415.00
Progress OpenEdge Software					
1	Each	OpenEdge V10 Application Server & OE RDBMS (T-PG-SU-WB)	\$1,415.00	\$1,415.00	\$283.00 ¹²
Total Progress OpenEdge Software:				\$1,415.00	\$283.00
VSI-Add ons					
1	Each	WebTrac Standard Brochure interface (V-WT-IN-SB)	\$0.00	\$0.00	\$0.00 ¹³
1	Each	WebTrac First Style Sheet Service Intital & Major (V-WT-IN-SS-1)	\$750.00	\$750.00	\$0.00 ¹⁴
1	Each	Standard Splash Page Options (V-WT-CP-SP)	\$500.00	\$500.00	\$0.00 ¹⁵
Total VSI-Add ons:				\$1,250.00	\$0.00
Other Available Products of Interest					
WebTrac Customized Activity Brochure Price: \$1,000.00					
WebTrac POS/Venue Custom Layout * Price: \$1,250.00					
Venue Seat Setup, Venues over 50 seats ** Price: \$5.00					
Support Services - Training & Travel Expenses					
4	Day(s)	On-Site, Installation & Training (X-S-TNG-01)	\$680.00	\$2,720.00	\$0.00
1	Day(s)	Travel time - per day (X-S-TNG-09)	\$340.00	\$340.00	\$0.00
4	Each	Travel expenses - per day (estimated) (X-X-EXP)	\$325.00	\$1,300.00	\$0.00 ⁵
1	Each	Airfare for travel (estimated) (X-X-AIR)	\$800.00	\$800.00	\$0.00
Total Support Services - Training & Travel Expenses:				\$5,160.00	\$0.00

Total Software, Hardware and Support Services	\$14,900.00	\$1,698.00
Grand Total - WebTrac:	\$16,598.00	<small>(plus tax where applicable)</small>

Notes:

*1) The Custom Ticket Venue Layout is listed as an Optional Item. If customization of the venue Ticketing front WebTrac screen is required this line item would apply. (Example would be custom searches on venue ticketing primary page in WebTrac)

**2) WebTrac Venue Seat mapping (layout setup) - If VSI is to perform, \$5.00 per seat beyond 50 (first 50 seats included). VSI can/will train Pittsburg staff to perform (no additional costs).



PayTrac Application Software & Hardware
Credit and Debit Card, Electronic Check, & Gift Card Interface
VSI Quote Number: 17301

Please Review Notes on Last Page
 Software Pricing Is Valid For 120 Days
 Hardware Pricing Is Subject to Change

Description: **Updated VSI Pricing (w/hrdwr)**
 Prepared For: **Pittsburg Parks & Recreation, Pittsburg, KS**
 Contact Name: **Tammy Edge, Recreation**
 Contact Email: **tammye@pittks.org**
 Approved By: **David Wirtz, Sales Manager (davew@vermontsystems.com)**

Phone Number: **(620)230-5524**
 Fax Number:
 Quote Date: **06/29/2010**

Qty	Unit	Description	Unit Price	Extended Price	Estimated Shipping	Annual Maint
Application Software						
1	Each	VSI Credit Card External Redirect Interface (V-PT-IN-ERI)	\$750.00	\$750.00	\$0.00	\$150.00
Total Application Software:				\$750.00	\$0.00	\$150.00

Printers

Other Available Products of Interest

Ithaca 280, USB, 40 Col, Dark Gray (see Hardware Quote) Price: \$295.00
 Ithaca 1 Ply Thermal Paper, Plain, 50 Rolls/Case Price: \$75.00

Support Services - Training & Travel Expenses

1	Hour(s)	Telephone Supprt - Setup/Training (estimated) (X-S-TNP-01)	\$95.00	\$95.00	\$0.00	\$0.00
Total Support Services - Training & Travel Expenses:				\$95.00	\$0.00	\$0.00

Total Software, Hardware and Support Services			\$845.00	\$0.00	\$150.00
Grand Total - PayTrac:				\$995.00	
				<small>(plus tax where applicable)</small>	



Hardware (VSI Qualified)
VSI Quote Number: 17301
 Please Review Notes on Last Page
 Software Pricing Is Valid For 120 Days
 Hardware Pricing Is Subject to Change

Description: Updated VSI Pricing (w/hrdwr)
 Prepared For: Pittsburg Parks & Recreation, Pittsburg, KS
 Contact Name: Tammy Edge, Recreation
 Contact Email: tammye@pittks.org
 Approved By: David Wirtz, Sales Manager (davew@vermontsystems.com)

Phone Number: (620)230-5524
 Fax Number:
 Quote Date: 06/29/2010

Qty	Unit	Description	Unit Price	Extended Price	Estimated Shipping	Annual Maint
Printers						
6	Each	Ithaca 280, USB, 40 Col, Dark Gray (H-PRT-IT-01-U-BK)	\$295.00	\$1,770.00	\$90.00	\$0.00
1	Each	Ithaca 1 Ply Thermal Paper, Plain, 50 Rolls/Case (S-PRT-IT-THB-01)	\$75.00	\$75.00	\$27.00	\$0.00
Total Printers:				\$1,845.00	\$117.00	\$0.00
Cash Drawers						
6	Each	MediaPlus 17Wx16D, Dumb, RJ12 Cable, Black (H-DRW-MM-01-D-BK)	\$170.00	\$1,020.00	\$138.00	\$0.00
0	Each	MediaPlus Mounting Brackets (H-DRW-MM-X-BR)	\$19.00	\$0.00	\$0.00	\$0.00
0	Each	MMF Cash Drawer Tray w/ Cover and Lock (H-DRW-MM-X-TR)	\$40.00	\$0.00	\$0.00	\$0.00
0		MMF Cash Drawer Tray w/o Cover and Lock (H-DRW-MM-X-TR1)	\$25.00	\$0.00	\$0.00	\$0.00
Total Cash Drawers:				\$1,020.00	\$138.00	\$0.00
Touch Screen Monitors						
6	Each	TOM-M7 17" Touch Monitor, USB w/4-Port Hub, Black (H-TSM-PI-03)	\$540.00	\$3,240.00	\$120.00	\$0.00 ¹⁶
0	Each	TOM M5 & M7 MSR (Could replace Magtek MSR) (H-TSM-PI-03-MSR)	\$90.00	\$0.00	\$0.00	\$0.00
Total Touch Screen Monitors:				\$3,240.00	\$120.00	\$0.00
Barcode Readers						
6	Each	QuickScan 1D Scanner, USB, Black, 5-Year Warranty (H-BCR-DL-15)	\$147.00	\$882.00	\$60.00	\$0.00 ¹⁷
Total Barcode Readers:				\$882.00	\$60.00	\$0.00
Magstripe Readers						
7	Each	Magtek SureSwipe MSR trk 1,2,3 USB (H-MSR-MT-01-U)	\$85.00	\$595.00	\$77.00	\$0.00
Total Magstripe Readers:				\$595.00	\$77.00	\$0.00
Total Software, Hardware and Support Services				\$7,582.00	\$512.00	\$0.00
Grand Total - Hardware:					\$8,094.00	(plus tax where applicable)

Note:
 Media Plus Dumb Cash Drawers included above require 40 Col receipt printer to work (Cash Drawers connect to the Ithaca printer).



Proposal Summary Pricing
VSI Quote Number: 17301

Please See Detail Breakdown
on Following Pages

Description: **Updated VSI Pricing (w/hrdwr)**
Prepared For: **Pittsburg Parks & Recreation, Pittsburg, KS**
Contact Name: **Tammy Edge, Recreation**
Contact Email: **tammye@pittks.org**
Approved By: **David Wirtz, Sales Manager (davew@vermontsystems.com)**

Phone Number: **(620)230-5524**
Fax Number:
Quote Date: **06/29/2010**

- 1 Standard PMP software enables (optional) capture of photo image during registration, and display of photo during Visit Check-In. You can also add the PMP ID software interface to print multi-color plastic photo ID cards.
- 2 In order to use the graphical touch screen option in other modules, you must also license the POS Inventory module.
- 3 VSI uses 4GL Progress V10 OpenEdge software to develop and deploy its' Release 10 software applications. The Progress software includes Client Networking, WebClient, SQL Client Access, ODBC/JDBC Drivers, & AppServer Internet Adapter. VSI also embeds the required Progress OpenEdge Workgroup RDBMS (Relational Database Management Software) with its' applications.
- 4 You can select any of the current nearly 100 standard GL interfaces and 4 AP interfaces at this price. If a custom interface is needed, VSI will provide a quote, after reviewing the requirements. The implementation procedures for all interfaces are as follows: The VSI trainer will select (default) the appropriate vendor interface in RecTrac/GolfTrac and show customer how to generate the batch export file that contains the summary or detailed transactions for the day (or any date range). At this point, it is the customer's responsibility to contact the financial software vendor to arrange for assistance to import the batch file for posting to the cash receipts or general ledger system.
- 5 The included expenses are ESTIMATED for airfare, lodging, meals, and rental vehicle (for non-flying trips, car rental can be more due to tolls and gasoline usage). Actual expenses are billed after each trip.
- 6 Since VSI uses 4GL Progress V10 Windows OpenEdge software to develop its' Release 10 software applications, Progress OpenEdge Personal RDBMS (Relational Database Management Software) is required. The Progress software includes Client Networking, WebClient, SQL Client Access, ODBC/JDBC Drivers, & AppServer Internet Adapter.
- 7 Provides option to capture photos and store in the database, and then display on the screen during visit check-in. One USB camera per computer. Axis 206 Ethernet network camera can be shared by users.
- 8 Polaroid ID Card Printer- P3000 includes 3-Years & P4000 includes 3 Year Hot Swap Out Depot Warranty Service with Ground Shipping. All Parts & Labor including the Printhead are included in the initial 2 Year Warranty for both. The Hot Swap Warranty Service also includes the Printhead, Each color ribbon prints 500 cards for a cost per card of \$.34 @ plus each blank card at \$.11 for total per card of \$.45.
- 9 Each Polaroid ribbon includes a Cleaning Roller, Cleaning Card, and Snap Swab. A cleaning kit must be purchased for each Zebra printer, so add the cost of \$45/kit. Visible Light and Infrared bar code readers read bar codes printed with YMCKO ribbons.
- 10 WebTrac enables your customers to process RecTrac transactions real-time using a browser via the internet. The software license can be paid with 1, 2, or 3 annual payments, along with the annual maintenance and support fee. Price includes 1 of 5 standard WebTrac Activity Brochure options.
- 11 WebTrac modules require respective RecTrac licensed modules in order to process web transactions.
- 12 VSI uses the Progress Application Development & Deployment software to develop and deploy our Web applications that provide real-time Web transaction processing in RecTrac and GolfTrac. The software includes 25 Agents for processing Web transactions, and each Agent can service multiple requests to process hundreds of simultaneous transactions. Add (1) RecTrac User per Agent.
- 13 The WebTrac base pricing includes one of 3 standard brochure options. If you desire something other than one of the 3 standard options, a fee of 1000.00 will be charged for the custom programming.
- 14 VSI will customize the WebTrac stylesheet to match the appearance of your web site as closely as possible. After you have finalized your WebTrac page specifications, you will be asked to sign an approval form. VSI will provide the stylesheet programming services and then you will be asked to verify that the results match your specs. If you asked for additional changes following the completion of the initial styling then each major change request is priced at \$750.00. Minor & Seasonal change requests are priced at \$375.00 each.

Please See Detail Breakdown
on Following Pages

Description: **Updated VSI Pricing (w/hrdwr)**
Prepared For: **Pittsburg Parks & Recreation, Pittsburg, KS**
Contact Name: **Tammy Edge, Recreation**
Contact Email: **tammye@pittks.org**
Approved By: **David Wirtz, Sales Manager (davew@vermontsystems.com)**

Phone Number: **(620)230-5524**
Fax Number:
Quote Date: **06/29/2010**

-
- 15 The Standard Splash Page Option gives you the choice of one of 10 Standard Spash page options. Our 10 standards are available on our website to "try out", helping you to decide which option is best for your organization. If you want design changes to any of the standards, we will provide you a quote for Custom Programming @ \$120/hour.
 - 16 The TOM-M7 is a 17" touchmonitor, the larger of the two touchmonitors offered in the TOM product line. It offers rugged durability and spill resistance. It supports several touch technologies (resistive, intellitouch, infrared, capacitive) to fit into different applications. It allows seamless integration of additional devices, without extra cables or power supplies. Add-on devices include magnetic card readers, barcode slot readers, fingerprint readers, and rear customer displays.
 - 17 Includes Scanner, USB Cable, and Stand

(Published in The Morning Sun on _____, 2010, and
_____, 2010)

NOTICE OF SPECIAL QUESTION ELECTION

TO ALL OF THE QUALIFIED ELECTORS OF THE CITY OF PITTSBURG, KANSAS:

Notice is hereby given by the Governing Body of the City of Pittsburg and the County Election Officer of Crawford County, Kansas, that there will be a special question election in the City of Pittsburg on the 2nd day of November, 2010, for the purpose of voting on the question of levying an additional city retailers' sales tax in the amount of one quarter of one percent (.25%) on all retail sales within the City of Pittsburg, Kansas, in accordance with the provisions of K.S.A. 12-187, et seq. If approved by a majority of the electors voting thereon, such tax will take effect on the 1st day of April, 2011, and shall be collected by the State Department of Revenue, with the revenue therefrom returned to the City of Pittsburg.

Notice is further given that the polls will be open for voting between 7:00 A.M. and 7:00 P.M. on said date at the following places:

First Ward - 1st, 2nd and 3rd Precincts - Church of Christ Congregation Hall -
802 East Centennial

Second Ward - 1st, 2nd 3rd, 4th and 5th Precincts - St. John Lutheran Church Hall -
304 West 3rd Street

Third Ward - 1st and 2nd Precincts - Lincoln Center - 710 West 9th Street

Fourth Ward - 1st, 2nd, 3rd, 4th, 5th and 6th Precincts - Countryside Christian Church
Hall - 1901 East 4th Street

The proposition to be voted on is as follows:

Shall the following be adopted?

Shall a retailers' sales tax in an additional amount of one quarter of one percent (.25%)
be levied in the City of Pittsburg, Kansas, to take effect April 1, 2011, with the proceeds

therefrom used to pay for the maintenance and repair of city streets for a time period not to exceed five (5) years from the date such additional sales tax is first collected?

Yes

No

To vote in favor of the question submitted upon this ballot, fill in completely the oval to the left of the word "Yes."

To vote against the question submitted upon this ballot, fill in completely the oval to the left of the word "No."

Dated this ____ day of _____, 2010.

Don Pyle
Crawford County Election Officer