

Table of Contents

Agenda . . . . . 3

Approval of the March 8, 2011, City Commission meeting minutes.

    03-08-11 Minutes . . . . . 6

Approval of Ordinance No. G-1143 providing for the change of certain areas from R-2 Two-Family Residential to IP-2 Planned Medium Industrial and amending and supplementing the Zoning District Boundary Map and Zoning Ordinance No. G-663, as amended, of the City of Pittsburg (500 Blocks of East Monroe and East Jefferson).

    G-1143 - Millers. . . . . 9

Approval of an Order vacating the 30 foot wide platted Homer Street right-of-way beginning at the Northwest Corner of Lot 22, Block 4, Bonview Addition; thence South 166 feet to a point on the West line of Lot 1, Block 4, Bonview Addition, that is 24 feet South of the Northwest Corner of said Lot 1; thence West 30 feet, North 166 feet, East 30 feet to the point of beginning, AND ALSO, the alley adjoining Lots 1, 2 and 3, McCormick's Second Addition to the City of Pittsburg, all located in the City of Pittsburg, Crawford County, Kansas (Request of Miller's Professional Imaging).

    Homer Street & Alley Vacation (Millers). . . . . 11

Approval of staff recommendation to enter into an Authorized Provider Agreement with the American Red Cross to allow City staff to instruct classes and maintain records and authorize staff to execute the agreement on behalf of the City.

    Red Cross Memo . . . . . 14

    Red Cross Agreement . . . . . 15

Approval of staff request to enter into an agreement with ADP to provide a screening solution for potential new employees at the cost of \$30 per screening and authorize the Director of Human Resources to sign the agreement on behalf of the City.

    ADP Memo . . . . . 25

    ADP Terms and Conditions. . . . . 27

    ADP Order Builder . . . . . 30

    ADP Adverse Action . . . . . 31

    ADP. . . . . 32

Approval of the second year payment in the amount of \$20,000 for the City of Pittsburg's membership with the Joplin Regional Prosperity Initiative.

    2011 JRPI Membership Renewal. . . . . 34

Approval of the Appropriation Ordinance for the period ending March 23, 2011, subject to the release of HUD expenditures when funds are received.

    CHECK LIST . . . . . 36

WATER TREATMENT PLANT IMPROVEMENTS - PHASE I - LaForge and Budd Construction Co., Inc. has submitted for consideration Change Order No. 1 reflecting an increase of \$10,817.92 making a new contract construction amount of \$7,377,817.92 for the Water Treatment Plant Improvements Project.

WTP CO 1 and 2 Memo . . . . .	54
WTP CO 1 . . . . .	56
WTP CO 2 . . . . .	65

FACADE GRANT APPLICATION - 102 WEST 6TH - Staff is recommending approval of a Facade Grant Application submitted by John Kutz, owner of the property located at 102 West 6th, in the amount of \$7,000.00, with the conditions that the owner completes all work as presented in the application, meets or increases financial contribution toward facility upgrade matching costs, passes fire inspection, and receives a positive historic preservation review.

Kutz 102 W 6th Facade Application. . . . .	71
--	----

FACADE GRANT APPLICATION - 606 NORTH BROADWAY - Staff is recommending approval of a Facade Grant Application submitted by John Kutz, owner of the property located at 606 North Broadway, in the amount of \$4,900.00, with the conditions that the owner completes all work as presented in the application, meets or increases financial contribution toward facility upgrade matching costs, passes fire inspection, and receives a positive historic preservation review.

Kutz 606 N Broadway Facade Application . . . . .	85
--	----

CITY OF PITTSBURG, KANSAS  
COMMISSION AGENDA  
Tuesday, March 22, 2011  
5:30 PM

---

**CALL TO ORDER BY THE MAYOR:**

- a. Invocation by Larry D'Ornellis of the Church of God Holiness
- b. Flag Salute Led by the Mayor
- c. Public Input

**CONSENT AGENDA:**

- a. Approval of the March 8, 2011, City Commission meeting minutes.
- b. Approval of Ordinance No. G-1143 providing for the change of certain areas from R-2 Two-Family Residential to IP-2 Planned Medium Industrial and amending and supplementing the Zoning District Boundary Map and Zoning Ordinance No. G-663, as amended, of the City of Pittsburg (500 Blocks of East Monroe and East Jefferson). **First Reading, if the Governing Body concurs.**
- c. Approval of an Order vacating the 30 foot wide platted Homer Street right-of-way beginning at the Northwest Corner of Lot 22, Block 4, Bonview Addition; thence South 166 feet to a point on the West line of Lot 1, Block 4, Bonview Addition, that is 24 feet South of the Northwest Corner of said Lot 1; thence West 30 feet, North 166 feet, East 30 feet to the point of beginning, AND ALSO, the alley adjoining Lots 1, 2 and 3, McCormick's Second Addition to the City of Pittsburg, all located in the City of Pittsburg, Crawford County, Kansas (Request of Miller's Professional Imaging).
- d. Approval of the application submitted by TAS Group, LLC dba Jump Start Markets JSM003 for a Cereal Malt Beverage License for the year 2011 at 2401 South Rouse and direct the City Clerk to issue the license.
- e. Approval of staff recommendation to enter into an Authorized Provider Agreement with the American Red Cross to allow City staff to instruct classes and maintain records and authorize staff to execute the agreement on behalf of the City.
- f. Approval of staff request to enter into an agreement with ADP to provide a screening solution for potential new employees at the cost of \$30 per screening and authorize the Director of Human Resources to sign the agreement on behalf of the City.

CITY OF PITTSBURG, KANSAS  
COMMISSION AGENDA  
Tuesday, March 22, 2011  
5:30 PM

---

- g. Approval of the second year payment in the amount of \$20,000 for the City of Pittsburg's membership with the Joplin Regional Prosperity Initiative.
- h. Approval of the Appropriation Ordinance for the period ending March 23, 2011, subject to the release of HUD expenditures when funds are received.  
**ROLL CALL VOTE.**

**CONSIDER THE FOLLOWING:**

- a. WATER TREATMENT PLANT IMPROVEMENTS - PHASE I - LaForge and Budd Construction Co., Inc. has submitted for consideration Change Order No. 1 reflecting an increase of \$10,817.92 making a new contract construction amount of \$7,377,817.92 for the Water Treatment Plant Improvements Project. **Approve or disapprove Change Order No. 1 and, if approved, authorize the City Manager to sign the change order on behalf of the City of Pittsburg.**
- b. WATER TREATMENT PLANT IMPROVEMENTS - PHASE I - LaForge and Budd Construction Co., Inc. has submitted for consideration Change Order No. 2 reflecting a deduct of \$24,941.00 making a new contract construction amount of \$7,352,876.92 for the Water Treatment Plant Improvements Project. **Approve or disapprove Change Order No. 2 and, if approved, authorize the City Manager to sign the change order on behalf of the City of Pittsburg.**
- c. FACADE GRANT APPLICATION - 102 WEST 6TH - Staff is recommending approval of a Facade Grant Application submitted by John Kutz, owner of the property located at 102 West 6th, in the amount of \$7,000.00, with the conditions that the owner completes all work as presented in the application, meets or increases financial contribution toward facility upgrade matching costs, passes fire inspection, and receives a positive historic preservation review. **Approve or disapprove recommendation and, if approved, authorize the Mayor to sign the appropriate documents.**

CITY OF PITTSBURG, KANSAS  
COMMISSION AGENDA  
Tuesday, March 22, 2011  
5:30 PM

---

- d.     FACADE GRANT APPLICATION - 606 NORTH BROADWAY - Staff is recommending approval of a Facade Grant Application submitted by John Kutz, owner of the property located at 606 North Broadway, in the amount of \$4,900.00, with the conditions that the owner completes all work as presented in the application, meets or increases financial contribution toward facility upgrade matching costs, passes fire inspection, and receives a positive historic preservation review. **Approve or disapprove recommendation and, if approved, authorize the Mayor to sign the appropriate documents.**
  
- e.     WEB SITE PRESENTATION - Staff and Civic Plus personnel will provide a presentation of the City's new web site.

**NON-AGENDA REPORTS & REQUESTS:**

**ADJOURNMENT**

OFFICIAL MINUTES  
OF THE  
GOVERNING BODY  
OF THE  
CITY OF PITTSBURG, KANSAS  
March 8<sup>th</sup>, 2011

---

A Regular Session of the Board of Commissioners was held at 5:30 p.m., Tuesday, March 8<sup>th</sup>, 2011, 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, Rudy Draper, Pamela Henderson and William H. Rushton.

Michael Hart, Trinity Baptist Church, provided the invocation.

Mayor O'Bryan led the flag salute.

Mayor O'Bryan proclaimed March 2011 as American Red Cross Month in Pittsburg.

APPROVAL OF MINUTES – FEBRUARY 22<sup>nd</sup>, 2011 - On motion of Beezley, seconded by Draper, the Governing Body approved the minutes of the February 22<sup>nd</sup>, 2011, City Commission Meeting as submitted. Motion carried.

ORDINANCE NO. G-1142 – On motion of Beezley, seconded by Draper, the Governing Body approved Ordinance No. G-1142 providing for the change of a certain area (located at 307 North Elm Street) from Planned Medium Industrial (IP-2) to Planned Central Business District (CP-4) and amending and supplementing the Zoning District Boundary Map and Zoning Ordinance No. G-663, as amended, of the City of Pittsburg, Kansas, on second reading with the following roll call vote: Yea: Beezley, Draper, Henderson, O'Bryan and Rushton. Motion carried.

CEREAL MALT BEVERAGE LICENSE - WHEAT STATE PIZZA – On motion of Beezley, seconded by Draper, the Governing Body approved the application submitted by Wheat State Pizza to sell Cereal Malt Beverages at retail for the year 2011 at 1618 South Broadway, and directed the City Clerk to issue the license. Motion carried.

PURCHASE OF TORO MOWER – On motion of Beezley, seconded by Draper, the Governing Body approved the request of the Parks & Recreation Staff to purchase a Toro Groundsmaster 4100 from Professional Turf Products, L.P. for a total purchase price of \$23,991.20 after trade-in. Motion carried.

DECLARATION OF SURPLUS PROPERTY – DIRECTIONAL BEACON – On motion of Beezley, seconded by Draper, the Governing Body approved staff request to declare the non-directional beacon located at the Atkinson Municipal Airport as surplus and authorized staff to receive sealed bids to dispose of this equipment. Motion carried.

OFFICIAL MINUTES  
OF THE  
GOVERNING BODY  
OF THE  
CITY OF PITTSBURG, KANSAS  
March 8<sup>th</sup>, 2011

---

APPROPRIATION ORDINANCE – On motion of Beezley, seconded by Draper, the Governing Body approved the Appropriation Ordinance for the period ending February 9<sup>th</sup>, 2011, subject to the release of HUD expenditures when funds are received, with the following roll call vote: Yea: Beezley, Draper, Henderson, O'Bryan and Rushton. Motion carried.

PUBLIC HEARING - REQUEST TO VACATE – Following Public Hearing, on motion of Beezley, seconded by Henderson, the Governing Body approved the request submitted by Miller's Professional Imaging to vacate a one block portion of the platted Homer Street from the north right-of-way line of Monroe Street 166 feet north to the northern boundary line of property located at 610 E. Jefferson AND ALSO to vacate the eastern 180 feet of the east/west alley lying between Monroe Street and Jefferson Street, and directed staff to prepare the necessary Order. Motion carried.

SPECIAL PRESENTATION - 2011 EMERGENCY SHELTER GRANT FOR CHOICES SHELTER OPERATION – Following an update on the Shelter's current and future operation, on motion of Rushton, seconded by Draper, the Governing Body approved the 2011 Emergency Shelter Grant Application and authorized staff to submit the application to the Kansas Housing Resource Corp. Motion carried.

REQUEST TO REZONE – On motion of Henderson, seconded by Rushton, the Governing Body approved the recommendation of the Planning and Zoning Commission to grant the submitted by Miller's Professional Imaging to rezone 519 and 521 East Monroe, 520 East Jefferson (vacant lots) and two small adjoining lots to the east from R-2 Two-Family Residential to IP-2 Planned Medium Industrial to allow for the expansion of their existing building and to move their existing parking lot. Motion carried.

DIVERSION OF BUDGET FUNDS – On motion of Draper, seconded by Rushton, the Governing Body approved staff request to divert city-wide cleanup funds to demolition. Motion carried.

It was noted that funds are available through the City of Pittsburg's Community Development Office for the demolition of dilapidated structures within the City.

OFFICIAL MINUTES  
OF THE  
GOVERNING BODY  
OF THE  
CITY OF PITTSBURG, KANSAS  
March 8<sup>th</sup>, 2011

---

NON-AGENDA REPORTS AND REQUESTS:

DEVELOPMENT OF PROPERTY AT 18<sup>th</sup> AND LOCUST – Housing Specialist Deena Hallacy and Director of Public Works William Beasley discussed the proposals received for the development of the vacant City-owned property located at 18<sup>th</sup> and Locust. Hallacy recommended the Governing Body accept the proposal submitted by Mr. and Mrs. Saia for the construction of twenty one-bedroom dwellings. On motion of Henderson, seconded by Draper, the Governing Body directed staff to enter into contract negotiations with Mr. and Mrs. Saia for the project, and directed staff to prepare the necessary contract for the project. Motion carried.

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

---

Patrick J. O'Bryan, Mayor

ATTEST:

---

Tammy Nagel, City Clerk

(Published in The Morning Sun on \_\_\_\_\_)

**ORDINANCE NO. G-1143**

**AN ORDINANCE**, providing for the change of certain areas from R-2 Two-Family Residential to IP-2 Planned Medium Industrial and amending and supplementing the Zoning District Boundary Map and Zoning Ordinance No. G-663, as amended, of the City of Pittsburg.

**WHEREAS**, the Planning and Zoning Commission of the City of Pittsburg, Kansas, has filed their report with the Board of Commissioners of the City of Pittsburg, Kansas, recommending amendment of said Ordinance relating to area and use zoning for Planned Medium Industrial (IP-2), and amendment of the Zoning District Boundary Map.

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

**Section 1.** That the IP-2 Planned Medium Industrial, as defined by the Zoning Ordinance, is hereby amended and supplemented to include the following described real estate in the City of Pittsburg, Crawford County, Kansas, to-wit:

Lots 1, 2 and 3, McCormick's Second Addition to the City of Pittsburg,  
and;  
Lot 157 and the East 50 feet of Lot 156, Bresse Terrace, an addition to  
the City of Pittsburg, Crawford County, Kansas.

**Section 2.** That Zoning Ordinance No. G-663, as amended, including the Zoning District Boundary Map adopted on May 28, 1991, and periodically revised, is hereby amended and supplemented to include the area and use as set out in the preceding section.

**Section 3.** This Ordinance shall take effect and be in force from and after its passage and publication in the official City newspaper.

**ADOPTED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Mayor – Patrick J. O’Bryan

ATTEST:

\_\_\_\_\_  
City Clerk - Tammy Nagel

(SEAL)

**ORDER VACATING PORTION OF A STREET AND AN ALLEY**

**AN ORDER**, vacating the 30 foot wide platted Homer Street right-of-way beginning at the Northwest Corner of Lot 22, Block 4, Bonview Addition; thence South 166 feet to a point on the West line of Lot 1, Block 4, Bonview Addition, that is 24 feet South of the Northwest Corner of said Lot 1; thence West 30 feet, North 166 feet, East 30 feet to the point of beginning, AND ALSO, the alley adjoining Lots 1, 2 and 3, McCormick's Second Addition to the City of Pittsburg, 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 street and alley hereinafter described, with notice being published in The Morning Sun on February 15, 2011, pursuant to K.S.A. 12-504;

**WHEREAS**, said public hearing was held on March 8, 2011, 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 street hereinafter described be vacated.

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

**Section 1:** That the 30 foot wide platted Homer Street right-of-way beginning at the Northwest Corner of Lot 22, Block 4, Bonview Addition; thence South 166 feet to a point on the West line of Lot 1, Block 4, Bonview Addition, that is 24 feet South of the Northwest Corner of said Lot 1; thence West 30 feet, North 166 feet, East 30 feet to the point of beginning, AND ALSO, the alley adjoining Lots 1, 2 and 3, McCormick's Second Addition to the City of Pittsburg, all located in the City of Pittsburg, Crawford County, Kansas, is hereby vacated.

**Section 2:** The land comprising that portion of said street and alley hereby vacated and closed shall revert to the adjoining owners of land in the same proportion as when originally taken.

**Section 3:** The City of Pittsburg reserves to itself and other public utilities the right to enter upon that portion of the land adjoining Lots 1, 2 and 3, McCormick's Second Addition to the City of Pittsburg which is hereby vacated, for the purpose of constructing, maintaining, operating, repairing and replacing public utility lines and pipes as well as drainage easement.

**Section 4:** Upon the execution of this Order, the City Clerk or the Deputy 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 22<sup>nd</sup> day of March, 2011.

---

Mayor – Patrick J. O'Bryan

ATTEST:

---

City Clerk - Tammy Nagel



HUMAN RESOURCES

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

(620) 231-4100

[www.pittks.org](http://www.pittks.org)

To: John VanGorden, Interim City Manager  
From: Megan Fry, Human Resources  
Date: March 10, 2011  
RE: American Red Cross Authorized Provider Agreement

Sara Mitchell, Recreation Superintendent, is an authorized instructor for a variety of courses through the Red Cross including CPR and Lifeguarding. However, the City of Pittsburg is not an authorized provider. Currently, Sara operates under the authorized provider agreement through the YMCA.

By allowing the City to become a Red Cross authorized provider, through signing the agreement, City Staff would be able to instruct classes and maintain records. This is extremely important as we are heading into the summer season with the opening of the pool.

There is no cost to the City of Pittsburg to become an authorized provider.

Respectfully submitted.

# American Red Cross

# Authorized Provider Agreement

This Authorized Provider Agreement ("Agreement") effective as of February 17, 2011("Effective Date") is between

PIONEER KANSAS  
and  
CITY OF PITTSBURG, KS  
(The "Authorized Provider" or "AP")

The Chapter is a unit of the American National Red Cross, a not-for-profit corporation chartered by an act of U.S. Congress, the principal place of business of which is located at 128 W 8<sup>TH</sup>, COFFEYVILLE, and among other things, provides first aid, CPR, aquatics, water safety, HIV/AIDS prevention education, mission-related caregiving and other health and safety education programs.

The principal place of business of the AP is located at PO Box 688;PITTSBURG, KS 66762

The Chapter desires to work with the AP to provide American Red Cross training in the jurisdiction set forth in Section 4 below.

In consideration of the statements, terms and conditions contained within this Agreement, the Chapter and the AP (the "Parties"), intend to be bound by this Agreement and agree to the following:

### 1.0 Responsibilities of the Chapter:

The Chapter shall:

- 1.1 Support the health and safety education of the AP's employees, members, and/or clients in the AP's provision of American Red Cross training Courses ("Courses") at the fees set forth in Appendix A. The guaranteed AP fees set forth in Appendix A shall include record keeping, certificate approval processing, administration, promotional assistance, and support services ("AP Fee"). Any Additional Services ("Additional Services") may be available for additional fees as outlined in Appendix A. Fees in Appendix A may change pursuant Section 3.0.
- 1.2 Train all potential instructors from the AP to teach the Courses at the fees ("Training Fees") set forth in Appendix A so long as such instructors meet the American Red Cross training prerequisites. These potential instructors shall be certified as American Red Cross Health and Safety instructors upon successful completion of the training and upon signing an Agreement to teach the Courses. A complete list of the AP's instructors is set forth in Appendix B, which shall be unilaterally modified by the Chapter in the event instructors are added or deleted. Fees in Appendix A may change pursuant Section 3.0.
- 1.3 Upon request and depending on availability: (a) subject to Paragraph 2.10, use best efforts to provide the AP with equipment that the AP does not possess which is necessary for an instructor to provide the Course(s) as listed, and at the rental fees, set forth in Appendix A ("Equipment and Supplies"); and (b) provide the Course Materials ("Course Materials") and Instructor Materials ("Instructor Materials") as set forth in Appendix A. If the fees in Appendix A change the Chapter will notify the AP a minimum of 30 days prior to implementation. Fees in Appendix A may change pursuant Section 3.0.
- 1.4 Maintain all Course Records ("Course Record") provided to the Chapter by an instructor for a period of seven (7) years following the date of the Course.
- 1.5 Support and evaluate the instructors by providing them with the following: (a) Applicable policies and procedures and any revisions or modifications thereto; (b) Upon expiration of an instructor's authorization, reauthorize such instructors so long as such instructors meet American Red Cross reauthorization requirements; and (c) Opportunities for volunteer and professional skill development with the Chapter.

- 1.6 Provide invoice to the Authorized Provider within 10 days unless otherwise specified in Appendix A, for the fees related to the Courses, equipment rental, and Course/Instructor Materials, Additional Services, training, and retraining of Course Participants (“Course Participants”) as set forth in Paragraph 1.9 below.
- 1.7 Verify all instructor certifications and notify the AP in the event an instructor is no longer certified to teach Courses.
- 1.8 Throughout the term of this Agreement (as defined in Paragraph 5.1), maintain a close and ongoing supportive relationship with the AP and its instructors by contacting the AP a minimum of TWO times per year.
- 1.9 If during any phase of evaluation, the training conducted by an AP’s instructor is found to be below minimum American Red Cross standards for that Course and the Chapter determines that retraining is required for the participants that attended the Course where training was found to be below minimum standards, the retraining will be conducted by the Chapter. The AP will be responsible for the cost of retraining as outlined in Paragraph 2.4. The Chapter will invoice the AP for the cost of the training at the amount equal to the published full service contract price or the training price minus the cost of books and materials the Course Participants may already have. The Chapter also reserves the right to suspend or withdraw the authorization of an instructor for due cause. Due cause generally means that the instructor does not or will not abide by the standards, policies, or procedures of the Red Cross and its programs or in some way abuses the position of a certified Red Cross instructor. Some examples follow here but are by no means exhaustive; each case is reviewed individually, taking into account all relevant circumstances. Examples are—
  - a. An instructor refuses to teach a nationally standardized Course according to the guidelines and Course requirements or is found to be deficient in either knowledge or performance skills.
  - b. An instructor falsifies records or provides false information to the Chapter.
  - c. An instructor consistently fails to communicate his or her teaching activity in an appropriate way to the Chapter (e.g., does not notify the Chapter when a Course is to be taught, does not process Course Record forms within 10 working days, and so forth).
  - d. An instructor exhibits behavior inconsistent with standards established and agreed to in the Instructor Agreement and expected of a Red Cross instructor, as indicated by repeated poor evaluations from participants, or behaves in ways that participants find offensive or insulting (e.g., making sexual advances or telling racially, socially, or sexually insensitive jokes).
  - e. An instructor behaves in ways that do not reflect support for the American Red Cross as an organization and that, in fact, could harm the public perception of the American Red Cross in the community.
  - f. An instructor is convicted of a violent or serious crime, such as sexual molestation, embezzlement, assault, or any crime that calls into question his or her teaching or leadership responsibilities.
- 1.10 Designate MARY BENNETT, DIRECTOR, HEALTH & SAFETY as a representative of the Chapter to act as a point of contact to the AP at the address and telephone number set forth in Section 7 below (“Chapter Representative”) and notify the AP within 30 days if that individual changes.
- 1.11 Arrange for electronic submission of course records. Within ten business days after receipt of a properly completed course record, approve such record and make course participant certificates and/or transcripts electronically available or, if requested, arrange for the certificates to be delivered to the AP at the address as set forth in Section 7.
- 1.12 As needed and upon request, provide the AP with any American Red Cross promotional materials for use by the AP in promoting the Courses.
- 1.13 Support the Authorized Provider by providing access to the American Red Cross Learning Center. The Center will allow the Authorized Provider instructor to access:
  - Training records online.
  - Automatic training updates and alerts
  - Course record entry and certificate printing

- Instructor certificates and transcript

1.14 Permit electronic access to, as well as downloading and printing of Course Materials.

- 

## 2.0 Responsibilities of the AP:

The AP shall:

- 2.1 Identify qualified instructor candidates to be trained and certified as instructors and inform the Chapter when it becomes aware of any modifications that should be made to Appendix B.
- 2.2 Support each instructor's compliance with American Red Cross policies and procedures by ensuring that such Instructors: (a) Are available to participate in periodic training, retraining or other related events throughout the term to gain and maintain sufficient levels of skill, knowledge and understanding to conduct the Courses; (b) Supply only American Red Cross Course Materials for use during the Courses, (c) Provide visual identification of the American Red Cross name and emblem during the Courses using materials provided or approved by the Chapter; and (d) Submit properly completed electronic or hard copy Course Records evaluation forms to the Chapter within ten (10) business days of Course completion unless special arrangements are made with the Chapter.
- 2.3 With respect to the Course Participants: (a) Notify Course Participants that they will be participating in American Red Cross Courses in accordance with American Red Cross standards; (b) In advance of each Course, provide Course Participants with information about Course prerequisites, completion requirements, and other necessary information; (c) Ensure that Course Participants who have successfully met the Course prerequisites, objectives, and certification requirements receive American Red Cross certificates.
- 2.4 Reimburse the Chapter for retraining of Course Participants conducted pursuant to Paragraph 1.9. The cost of the retraining will be at the amount equal to the published full service contract price minus the cost of books and materials the Course Participants may already have.
- 2.5 Provide payment to the Chapter within 30 days unless otherwise specified in Appendix A.
- 2.6 Provide to the Chapter the names and copies of the certifications of any previously certified Red Cross instructors that are new to the AP at least ten (10) days before the instructor teaches a Course in order for the Chapter to ensure that such instructor is qualified to be the instructor.
- 2.7 Notify the Chapter of dates, times, and locations for each Course at least 10 days before the Course start date.
- 2.8 Obtain the appropriate Course Materials in quantities sufficient for each Course Participant to have and retain his or her own copy. Course participants materials may be downloaded, reused or purchased.
- 2.9 Refrain from revising or editing Course Materials, in whole or in part, including, but not limited to Course videos, for teaching Courses or for any other purpose, unless specifically approved in writing by the American National Red Cross. Requests for any modifications to the materials are to be channeled through the Chapter. The AP understands and agrees that all such promotional materials must be provided by the Chapter, or approved by the Chapter in advance of publication.
- 2.10 Maintain responsibility for the equipment and promptly return such equipment to the Chapter in the same condition the equipment was received by the AP. The AP shall be responsible for the cost of any damage to such equipment while in the possession of the AP. Upon receipt and inspection of the equipment, the AP shall report to the Chapter any equipment in need of service, repair, or replacement.

- 2.11 Be responsible for all claims and liabilities of any nature whatsoever that arise out of an AP offered Red Cross Course. Red Cross insurance does not extend to the AP or its instructors. Therefore, it is the responsibility of the AP to obtain adequate insurance to cover its operations and Course instruction.
- 2.12 Designate MEGAN FRY as a representative of the AP to act as a point of contact to the Chapter at the address and telephone number set forth in Section 7 below and notify the Chapter within 30 days if that individual changes. In the event the AP has multiple facilities, the individuals set forth in Appendix C shall serve as additional points of contact.
- 2.13 Provide classrooms and other facilities to teach the Courses that are safe, conducive to learning and meet the minimum space requirements as set forth in the Instructor Materials. The AP shall allow the Chapter Representative or a designee to inspect the AP's real and personal property used to teach the Courses and to perform random observations of the instructors during the provision of Courses.
- 2.14 Submit any literature or materials using the name and/or emblem of the American Red Cross to the Chapter for written approval before printing or distribution of such literature or materials.
- 2.15 Encourage its instructors to provide volunteer services for the American Red Cross.

**3.0 Chapter Fees:**

The Chapter reserves the right to change the fees contained in Appendix A at its sole discretion. The Chapter will notify the AP a minimum of 30 days prior to the effective date of any such fee changes. As part of this notice, the Chapter will provide the AP with a new Appendix A. If the AP does not agree to the fee changes, it has the right to terminate the Agreement pursuant to Section 5. Changes to Appendix A will not effect any other provisions contained within this Agreement.

**4.0 Jurisdiction of Agreement:**

This Agreement is limited to the geographical jurisdiction of the American Red Cross Chapter(s) and at the locations set forth below:

<b>Chapter</b>	<b>Geographical Jurisdiction (County, City, State)</b>
PIONEER KANSAS	Allen, Chautauqua, Crawford, Cherokee, Elk, Montgomery, Woodson , Wilson & Neosho

**5.0 Term and Termination:**

- 5.1 This Agreement shall commence on the effective date with automatic one-year renewals thereafter on the anniversary of the commencement date, unless either Party gives written notice to the other of its desire not to renew at least 30 days prior to the commencement of any renewal period, or unless otherwise terminated sooner in accordance with Paragraph 5.2 of this Agreement (the "Term").
- 5.2 At any time, either Party may terminate this Agreement with thirty (30) days written notice to the non-terminating Party.
- 5.3 Upon termination of this Agreement, the obligations of both Parties, including, but not limited to the provision of payment, shall remain in effect until all scheduled Courses are completed. Upon termination or expiration of this Agreement, any and all licenses or permissions granted to use intellectual property will terminate immediately and may not be assigned or sub-licensed.

5.4 In the event of any termination of this Agreement, the Parties are still obligated and committed to follow the provisions of Sections 6, 7, 8, 12 and this Paragraph 5.4 indefinitely.

#### 6.0 Limitation of Liability:

Notwithstanding anything in this Agreement to the contrary, neither Party shall be liable to the other for any loss or damage arising as a result of breach, non-performance or partial performance of its obligations under this Agreement due to any cause beyond that Party's reasonable control and without its fault or negligence.

#### 7.0 Notices:

All notices to include appendices that each Party is required to give to the other Party shall be given to each of the Parties in writing to the names and addressees as follows:

**If to the Chapter:**

Chapter Name: **Pioneer Kansas**  
Address: **128 W 8<sup>th</sup> St; Coffeyville, KS 67337**  
Attn: **Mary Bennett**  
Phone Number: **620-251-1050**  
Fax Number: **620-251-4025**  
E-mail Address: **bennettm@usa.redcross.org**

**If to the AP:**

AP Name: **City of Pittsburg, KS**  
Address: **PO Box 688**  
Attn: **Megan Fry**  
Phone Number: **620-231-231-4100**  
Fax Number: **620-230-5630**  
E-mail Address:

Notice of termination of this Agreement by either Party must be delivered by certified U.S. First-Class Mail, return receipt requested.

#### 8.0 Confidentiality and Trade Names:

- 8.1 Except as otherwise provided herein, each Party shall maintain the confidentiality of all provisions of this Agreement. Without the prior written consent of the other Party, neither Party shall make any press release or other public announcement of, or otherwise disclose, this Agreement or any of its provisions to any third Party except for such disclosures as may be required by applicable law or regulation, in which case the disclosing Party shall provide the other Party with prompt advance notice of such disclosure so the other Party has the opportunity, if it so desires, to seek a protective order or other appropriate remedy.
- 8.2 Each Party recognizes that the name, logo and marks of the other Party represent valuable assets of that Party and that substantial recognition and goodwill are associated with such assets. Each Party hereby agrees that neither it nor any of its affiliates shall use the other Party's name, logo or marks without prior written authorization from such other Party. Upon conclusion of the this Agreement, any and all licenses granted to use the other's name, logo or marks will terminate immediately and may not be assigned or sub-licensed. Any such authorization that may be granted may be revoked at any later time with written notice.
- 8.3 This Agreement neither grants nor transfers any rights in any of the American Red Cross or Chapter's Courses or Course Materials or other intellectual property to customer and use of these materials shall inure solely to the benefit of the Red Cross.

**9.0 Entire Agreement and Amendments:**

- 9.1 Concerning the subject matter hereof, this Agreement constitutes the entire Agreement between the Parties and supersedes all prior Agreements and undertakings, both written and oral, between the Parties.
- 9.2 This Agreement shall not be amended or otherwise modified unless both of the Parties affirmatively and unanimously agree to such amendment and/or modification in writing.

**10.0 Severability:**

In the event any provision of this Agreement is held invalid, illegal or unenforceable (any such provision, an "Invalid Provision") in any jurisdiction, the Parties shall promptly negotiate in good faith a lawful, valid and enforceable provision. This new provision must be as similar in terms to the invalid provision as may be possible in order to keep with the intention of the original Agreement.

**11.0 Exculpatory Clause:**

It is understood and agreed that wherever in this Agreement the term "Chapter" is used it shall mean the Chapter(s) of The American National Red Cross set forth in Section 4; that said Chapter(s) are duly constituted local unit of The American National Red Cross, a federal instrumentality (36 U.S. Code 1 et seq.); and that all obligations of the "Chapter" under this Agreement shall be undertaken and completed exclusively by said Chapter(s) without resort in any event to, or commitment of, the funds and property of the American National Red Cross or any unit thereof other than the Chapter(s).

**12.0 Independent Contractors:**

Each of the Parties shall be furnishing its services hereunder as an independent contractor, and nothing herein shall create any association, partnership or joint venture between the Parties or an employer-employee relationship. No agent, employee or servant of either Party shall be, or shall be deemed to be, the employee, agent or servant of the other Party, and each Party shall be solely and entirely responsible for its acts and the acts of its agents, employees and servants.

**13.0 Assignment and Subcontracting:**

This Agreement shall not be assigned in whole or in part and no Party shall delegate or subcontract all or part of its duties under this Agreement without the prior written consent of the other Part

IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorized officers, have executed this Agreement as of the Effective Date.

CHAPTER  
REPRESENTATIVE

CITY OF PITTSBURG, KS  
AUTHORIZED PROVIDER  
REPRESENTATIVE

SIGNATURE: Mary E Bennett

\_\_\_\_\_

DATE: Feb 17, 2011

PRINTED NAME: Mary Bennett

TITLE: Health & Safety Director

Megan Fry

PHONE NUMBER: 620-251-1050

620-231-4100

FAX NUMBER: 620-251-4025

620-230-5630

E-MAIL: bennettm@usa.redcross.org

**APPENDIX A**

**COURSES, EQUIPMENT, MATERIALS AND FEES**

**A. Courses:** First Aid, CPR/AED, Lifeguarding

**B. Equipment and Supplies:**

<b>Equipment</b>	<b>Rental Fee</b>	<b>Per</b>
[insert equipment name here]	[price here]	[day/week]
Manikins	15.00	Per course
DVD	15.00	Per course
AED Trainer	5.00	Per course
ACTAR TRAINER (manikin heads) case	15.00	Per course

**C. Course/Instructor Materials:**

<b>Item Description/Stock Number</b>	<b>Cost</b>	<b>Unit</b>
ALL OTHER MATERIALS WILL BE AT THE RATE GIVEN TO US BY THE SUPPLYING COMPANY		
SHIPPING FEES WILL BE CHARGED, IF APPLICABLE		

**D. Training Fees:**

<b>Fee Description</b>	<b>Fee</b>	<b>Unit</b>
Authorized Provider Fees PER PERSON	7.00	PER PERSON
[name of instructor course] Instructor Course Fees		
Instructor Course equipment rental Fees		
Instructor Course Fees		
Instructor Course Fees		

**E. Special billing or payment instructions (Optional):**

**F. Additional Services (Optional):**

**APPENDIX B  
INSTRUCTORS**

<b>Name</b>	<b>Contact Information including address, phone and mail</b>	<b>Home Chapter</b>	<b>Current Instructor Certification</b>
Sara Mitchell  sara_marie00@hotmail.com	1109 E 9 <sup>th</sup> Apt B Pittsburg, KS 66762  Cell:620-875-4800	Pioneer Kansas	FA/CPR/AED Lifeguarding





HUMAN RESOURCES

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

(620) 231-4100

www.pittks.org

To: John VanGorden, Interim City Manager  
From: Megan Fry, Human Resources  
Date: March 16, 2011  
Re: Agreement with ADP to provide Screening Solution for City of Pittsburg

Following is a Statement of Terms and Conditions for ADP (Automatic Data Processing, Inc.) to begin conducting background screening for our new hires.

The cost will be \$30.00 per screening. The screenings will include the following:

- Social Security Validation – ADP will confirm with the Social Security Administration if the individual's number is valid. They will check the date the number was issued and if any death benefits have been paid against the number. If the number was issued before individual's date of birth or if death benefits have been paid, then that is an indicator that the number does not belong to the individual.
- Address History for last 7 years – ADP will search public records for county locations where individual has held a driver's license, paid property taxes, etc. to create an address history. As opposed to relying on the individual's application, this history will allow for a more accurate background screening.
- Crimlink Multi-jurisdictional Database – This is the actual criminal background screening. We will be allowed up to 3 counties. If more is needed then we can pay an additional fee.

Because we will have to provide a date of birth to validate the information, the screening will not be ordered until after a conditional offer of employment has been accepted. So we will not be ordering the screening on every applicant that applies for a position. This will become part of the new hire process, just like the physical assessment requirement and completion of required documents. Policies are in draft form setting out the new pre-employment process.

I did review information from other companies. Most of the companies charge by the county, with an additional cost for additional searches. The costs range from anywhere between \$20 and \$45. What I like about ADP is that, ADP provides the Adverse Action, which is required by the Fair Credit Act, only if we need it, where others build that into their cost whether used or not. Adverse Action requires that if we do not hire an individual due to the results of the screening, we

have to notify the individual. ADP will take care of this notification using the proper letters and will address any disputes on our behalf.

Currently, we are not doing any criminal background checks. ADP's services will allow us to hire responsibly considering the number of activities and services the City provides to the public. Therefore, I am requesting endorsement of this service provided by ADP.

Respectfully submitted.



**Statement of Terms and Conditions:**

**The Screening Services (as hereinafter defined) will be provided by ADP Screening and Selection Services, Inc. (“ADP”), an affiliate of ADP, Inc. If the undersigned client (the “Client”) has requested access to and been approved for Screening Services that include receiving consumer reports and/or investigative consumer reports (each individually, a “Report” or collectively, “Reports”) from ADP, then in connection with requesting and/or receiving any Reports from ADP, Client certifies and agrees to:**

**1. FAIR CREDIT REPORTING OBLIGATIONS**

- A) Review the Notice to Users of Reports: Obligations of Users (“Notice to Users”) under the Fair Credit Reporting Act, as amended (“FCRA”), at <http://www.adpselect-info.com/client/guide/Compliance/ObligationsOfConsumerReportUsersUnderFCRA.pdf> or as otherwise provided by ADP, and perform legal obligations as set forth in such notice. Client acknowledges receipt of the Notice to Users.
- B) Use the information provided by ADP for one-time use, for the permissible purposes (the “Permissible Purposes”) only, and only in accordance with applicable law. The Permissible Purposes are: (i) legitimate business need in connection with a transaction initiated by a consumer, (ii) for the underwriting of insurance as a result of an application from the consumer or the review or collection of a consumer’s account, (iii) for use by a potential investor or servicer, or current insurer, in validation of, or an assessment of, the credit repayment risks associated with an existing credit obligation, (iv) for employment purposes or (v) such other permissible purposes as permitted under the FCRA. Client may disclose information within any Report obtained from ADP hereunder, to the consumer, potential employee or employee who is the subject of such Report (each a “Consumer”), in accordance with applicable law. Client certifies that it will use the information only for the specific Permissible Purposes set forth in Section 9 hereof.
- C) If Reports will be used for employment decisions, make a clear and conspicuous disclosure to the Consumer, in writing and in a separate document before requesting the Report, that a Report may be obtained for employment purposes.
- D) Make a clear and accurate disclosure to the Consumer if an investigative consumer report (such as a reference check) will be obtained, including a statement informing the subject of the Report that additional information is available if requested.
- E) Obtain the proper written authorization from the Consumer for each Report prior to requesting any Report and retain such written authorization.
- F) Provide proper additional notices to the Consumer, a copy of the Report obtained, and a Summary of Rights, as required by the FCRA or any other applicable law, if an adverse decision is going to be made in connection with information in any Report obtained from ADP. Client will provide the Consumer a reasonable opportunity to dispute information contained in a Report prior to Client making a final hiring decision or taking any other adverse action based on any information contained in a Report. If Reports will be used for employment decisions, Client certifies and agrees (i) that the Report will not be used in violation of any applicable federal, state or local law or regulation, including, but not limited to, equal employment opportunity laws and regulations and (ii) to provide such additional notices required under the FCRA and any other applicable federal, state and local law, including, but not limited to, a copy of the Report and Summary of Rights to the Consumer in advance of any adverse decision regarding employment. To the extent Client requests ADP to assist in any of such obligations, ADP shall do so solely at Client’s direction and it shall be clear that ADP was not involved in any hiring decision. Notwithstanding the foregoing, all applicant inquiries as to why hiring decisions were made will be handled by Client.
- G) Ensure that Reports will be requested, accessed and/or viewed only by Client’s designated representatives and only for the Permissible Purposes set forth in Section 9 hereof.
- H) Be responsible for the final verification of the Consumer’s identity.

- I) Be responsible for the security and dissemination of the customer number provided to Client by ADP.
- J) Receive such communications as ADP deems necessary to ensure Client is made aware of changes in procedure or applicable law.
- K) Ensure that its designated representatives shall not attempt to obtain any Report on themselves, associates, or any other person, except in the exercise of their official duties.
- L) Not resell any Report or the information contained therein.

**2. SERVICES**

- A) Client hereby retains ADP to provide, and ADP hereby agrees to provide, such of the screening services indicated on the Client Ready Document (“CRD”) or Sales Order (the “Screening Services”). ADP will abide by all of the provisions of the FCRA as they pertain to the obligations of ADP acting as a consumer reporting agency. Such Screening Services are being provided solely at Client’s request and instruction and Client acknowledges ADP is neither acting as an agent of Client nor making any hiring decisions for or on behalf of Client.
- B) ADP shall provide Client with operating guidelines containing the procedures for the provision by ADP and use by Client of the Screening Services (the “Guide”). The Guide is available online at <http://www.adpselect-info.com/client/guide>. Client acknowledges receipt of the Guide and understands that the Guide may be amended from time to time by ADP and such amendments will be provided to Client by ADP. Client will execute and deliver to ADP any documents and forms as ADP deems necessary to provide to Client the Screening Services under any requirements of governmental data sources and consumer reporting agencies for which ADP is a reseller, or under applicable laws and regulations.
- C) Subscription-based programs are not available to organizations providing staffing-related services, property management companies or resellers (i.e., companies who do background checks for other companies).
- D) ADP will follow reasonable quality assurance procedures with respect to obtaining Reports hereunder. However, Client recognizes that information within such Reports is obtained and managed by fallible sources and ADP does not guarantee or ensure the accuracy or depth of information provided.
- E) The parties acknowledge and agree that ADP will not be deemed to be providing legal advice to Client in connection with the Screening Services.
- F) Client shall not use ADP’s or its affiliates’ names or marks without ADP’s prior written consent.
- G) Prior to the commencement of ADP’s provision of Screening Services, Client shall designate in writing to ADP the name or names of one or more persons who shall serve as ADP’s designated contact for the Screening Services (the “Client Contact”). Client hereby represents and warrants to ADP that the Client Contact has, and shall at all times have, the requisite authority to (i) transmit information, directions and instructions on behalf of Client and (ii) issue, execute, grant, or provide any approvals (other than amendments to this Agreement), requests, notices, or other communications required or permitted under this Agreement or requested by ADP in connection with the Screening Services.
- H) If Client requests additional services not specified in this Agreement, the Sales Order or CRD and ADP agrees to provide such services, (i) such services will be subject to the applicable terms of this Agreement, and (ii) unless otherwise agreed in writing, Client will pay ADP’s then prevailing fees for any such Services.
- I) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ADP EXPRESSLY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERRUPTION OF USE, AND FREEDOM FROM PROGRAM ERRORS WITH RESPECT TO THE SCREENING SERVICES.
- J) This provision applies to any services which are provided via the Internet or which Client may access via the Internet. The security of transmissions over the Internet cannot be guaranteed. ADP is not responsible for (i) Client’s access to the Internet, (ii) interception or interruption of communications through the Internet, or (iii) changes to or losses of data. In order to protect Client’s data, ADP may suspend Client’s use of the Screening Services via the Internet immediately,



without notice, pending an investigation, if any breach of security is suspected.

- K) Clients acknowledges that, for security reasons, Client's account may be inactivated by ADP after a prolonged period of inactivity; provided, however, that inactivation of an account does not result in termination of this Agreement. In the event Client's account becomes inactive, Client must contact ADP to reactivate the account.

### 3. ESTABLISHMENT OF ADDITIONAL ACCOUNTS

- A) ADP will make available additional accounts to Client upon written request of Client.
- B) Client will provide such information as ADP requires for establishing additional accounts.
- C) Client will ensure that the additional accounts established at the request of Client by ADP are for Permissible Purposes only, and only in accordance with applicable law.
- D) Client will ensure that the additional accounts and all information received from ADP hereunder is used in strict compliance with all provisions of the FCRA, the Drivers Privacy Protection Act, as applicable, the Americans with Disabilities Act (ADA 1990), and all other applicable federal and state laws and regulations including (if applicable) federal and state equal opportunity laws and regulations.

### 4. FEES; TAXES; PAYMENTS

- A) Client shall pay ADP for the Screening Services at the rates set forth in the Sales Order or CRD; provided, however, that ADP may increase prices at any time upon at least 30 days prior written notice to Client. Notwithstanding the foregoing, a service fee will apply when ordering the New York Consolidated Criminal History Report and ADP may pass on any new or increased fees assessed on a particular product by any governmental source or third party vendor at such time as ADP is subject to such new or increased fees.
- B) In the event that, due to changes in legal requirements in connection with the Screening Services, ADP is required to provide additional services not otherwise included in the Screening Services, such additional services shall be provided subject to an additional charge. In addition, if any change in the implementation of the Screening Services occurs that requires ADP to devote resources, expend time or otherwise incur costs not contemplated by this Agreement, Client agrees to pay such additional costs as are required in accordance with ADP's standard change control policy. Orders placed within the ADP online ordering system will display the cost prior to the order submission.
- C) Client will pay to ADP all applicable sales, use or similar taxes levied or based on this Agreement, exclusive of taxes based on ADP's net income.
- D) Client will pay all invoices in full within 30 days of invoice date. All amounts not paid when due are subject to a late payment charge of 1½% per month (not to exceed the maximum allowed by law) of the past due amount from the due date until the date paid. All fees are shown in U.S. Dollars and all payments will be made in U.S. Dollars. Client will reimburse ADP for all expenses ADP may incur, including reasonable attorney fees, in collecting any amounts past due under this Agreement.
- E) PEMBROOKE DRUG SCREENING: ADP has entered into an agreement with Pembroke Occupational Health, Inc. ("Pembroke") which enables ADP Screening and Selection Services clients to purchase drug screening services ("Pembroke Drug Screening Services") from Pembroke at rates established by ADP. If Client elects to purchase Pembroke Drug Screening Services from Pembroke, through ADP, such services will be provided pursuant to a separate agreement between Client and Pembroke. If Pembroke Drug Screening Services are elected, Client authorizes Pembroke to invoice ADP for the Pembroke Drug Screening Services provided by Pembroke to Client under its contract with Pembroke at the rates set forth in the Sales Order or CRD. Client understands and agrees that as long as Client is receiving Screening Services through ADP and the ADP-Pembroke agreement is in effect, ADP will serve as Pembroke's billing agent and ADP will send Client a consolidated bill that includes both Screening Services fees and fees for the Pembroke Drug Screening Services. Client agrees to pay ADP for the Pembroke Drug Screening Services, and Client authorizes ADP to remit payment for such Pembroke Drug Screening Services to Pembroke, on behalf

of Client. If Client stops purchasing Screening Services from ADP, or if the agreement between ADP and Pembroke is terminated, Pembroke will invoice Client directly for the Pembroke Drug Screening Services, and invoices will be payable to Pembroke, instead of ADP. If Client fails to pay any invoice for Pembroke Drug Screening Services when it becomes due, Pembroke may decline to provide Pembroke Drug Screening Services to Client until such default has been cured. ADP shall have no liability for the Pembroke Drug Screening Services, and Client's sole remedy for claims arising from the Pembroke Drug Screening Services shall be against Pembroke, and not ADP.

### 5. LIABILITY

- A) ADP's liability under this Agreement for damages under any circumstances for claims of any type or character arising from or related to the Screening Services will be limited in each instance to the amount of actual damages incurred by Client, provided however, that in no event will ADP's aggregate liability hereunder during any calendar year exceed three (3) times the average monthly fee paid by Client to ADP for the Screening Services during such calendar year. IN NO EVENT WILL EITHER PARTY BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES IN CONNECTION WITH THE SCREENING SERVICES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- B) Each of ADP and Client will use reasonable efforts to mitigate any potential damages or other adverse consequences arising from or related to the Screening Services. Nothing in this Agreement is intended to limit either party's obligation to mitigate damages.
- C) ADP shall not be liable for any delay or failure to perform under this Agreement resulting, directly or indirectly, from strike, fire, war, insurrection, terrorism, riot, power failure or a circumstance beyond ADP's reasonable control. In case of errors or lost data caused by power failure, mechanical difficulties with information storage and retrieval systems, or other events not attributable to its own negligence or willful misconduct, ADP's sole obligation will be to use its reasonable efforts to reconstruct any records maintained by ADP and to amend any Reports prepared by it which may have been affected by such event, at ADP's expense.
- D) The parties acknowledge that the fees for the Screening Services to be provided hereunder reflect the allocation of risk as set forth in this Section 5. This Section 5 sets forth the full extent of ADP's liability hereunder for any claim against ADP, and sets forth Client's sole remedies.

### 6. TERM AND TERMINATION

- A) This Agreement shall continue in effect until terminated as set forth herein. Either party may terminate this Agreement at any time on 30 days prior written notice.
- B) If Client fails to pay any amount due hereunder within 30 days after the due date thereof, then ADP may, by written notice to Client, immediately terminate this Agreement.
- C) If either party (a) defaults in the performance of its obligations hereunder and such failure continues for a period of 30 days after receipt of written notice thereof (specifying in reasonable detail the nature of such failure), (b) commits an act of bankruptcy or becomes the subject of any Bankruptcy Act proceeding or becomes insolvent, or if any substantial part of its property becomes subject to any levy/seizure, assignment, application or sale for or by any creditor or governmental agency, or (c) has any material adverse change in its financial condition, then, in any such event, the other party may, upon written notice thereof, immediately terminate this Agreement.
- D) Within 10 days following ADP's request, Client shall make available to ADP for an audit only such records as are necessary to review compliance with all applicable laws and regulations relating to the Screening Services being provided to Client, which records may include, among other things, Consumer and vendor consents, but shall not include Client's financial records.
- E) If ADP determines that Client has failed to comply with any provision of this Statement of Terms and Conditions, ADP may, at its sole discretion and upon notice to Client, immediately terminate the Screening Services.



F) If the Screening Services are terminated pursuant to this Section 6, Client will pay all fees and charges invoiced by ADP to Client relating to the Screening Services, and shall pay to ADP promptly all amounts due for Screening Services provided up to the date of termination. Upon termination of this Agreement, all rights granted to Client hereunder will become null and void, all materials provided by either party to the other hereunder will be returned promptly and ADP shall have no further duties or responsibilities to Client with respect to the Screening Services.

**7. CONFIDENTIALITY**

- A) All Confidential Information (as hereinafter defined) disclosed hereunder will remain the exclusive and confidential property of the disclosing party.
- B) The receiving party will not disclose the Confidential Information of the disclosing party and will use at least the same degree of care in protecting the Confidential Information of the disclosing party as it uses with respect to its own confidential information, but in no event less than reasonable care. The receiving party will limit access to Confidential Information to its employees and advisors with a need to know and will instruct such employees and advisors to keep such information confidential. Notwithstanding the foregoing, the receiving party may disclose Confidential Information to the extent necessary to comply with any law, ruling, regulation or rule applicable to it or to the extent necessary to enforce its rights under this Agreement.
- C) In addition, ADP may also disclose Client Confidential Information (i) to the extent that disclosure of such information is required to perform the Screening Services, or (ii) as ADP requires under any requirements of governmental data sources and consumer reporting agencies for which ADP is a reseller, or under applicable laws and regulations (including, without limitation, in connection with an audit or regulatory examination by a governmental authority).
- D) For purposes of this Section, "Confidential Information" shall mean: all information of a confidential or proprietary nature provided by the disclosing party to the receiving party for use in connection with the Screening Services, but does not include (i) information that is already known by the receiving party without an obligation of confidentiality, (ii) information that becomes generally available to the public other than as a result of disclosure by the receiving party in violation of this Agreement, and (iii) information that becomes known to the receiving party from a source other than the disclosing party on a non-confidential basis. Confidential Information of ADP also includes the Guide and any ADP operating guidelines which may be provided hereunder and all trade secrets, processes, proprietary data, information or documentation related thereto of ADP or its affiliates and any pricing or product information furnished to Client by ADP or its affiliates.

**8. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

**9. PERMISSIBLE PURPOSE**

Client certifies that it will use the information only for the following specific Permissible Purpose: **Employment**.

Client's Legal Name: \_\_\_\_\_

\_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**ADP, Inc.**

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_



# Order Builder Service

Fast. Accurate. Complete. More than an address verification, Order Builder creates a precise order every time. No unnecessary searches. Orders created in seconds. It's all part of people selection made easy with ADP.

## How Order Builder Works For You...

### 1 Enter

#### Personal

First Name:

Last Name:

SSN:

Gender:

You provide your prospective hire's personal information via *Select's* easy forms.

### 2 Build



*Order Builder* searches our proprietary databases to build a comprehensive criminal history order.

### 3 Order



Your order is created with the products *Order Builder* has found necessary to complete your candidate's screening package.

## FEATURES

- Combats address omissions on job applications
- Automatically builds your screening packages based on your candidate's confirmed address history
- Provides a list of recommended searches you can add to your order cart
- Reduces background screening expenses

### Take the guesswork out of ordering

End the guessing game. ADP's Order Builder Service zeroes in on where your candidate has truly lived then immediately generates a customized order based on those locations. This means you never have to determine which of the 3,187 U.S. counties or 50 states to order background checks in. Order Builder does it for you, automatically populating your screening packages with the appropriate criminal searches. It even recommends other robust background searches you can add to your order. It's that simple. The searches you need. No unnecessary screening expenses. The confidence and precision you need to make the right hiring decisions. Experience Order Builder in ADP's online client environment, *Select*.



## ADP's proven solutions can help you:

Control Benefits Costs

Improve Employee Retention

Reduce Labor Costs

Improve Tax & Regulatory Compliance

The ADP Logo is a registered trademark of ADP of North America, Inc.

The business behind business is a registered trademark of ADP, Inc.

All other products and marks are the property of their respective owners.



# Improve Employee Retention

## Adverse Action – Compliance Made Easy

When you decide not to hire applicants based in whole or in part on background screening results, the Fair Credit Reporting Act (FCRA) requires you to notify applicants to give them a chance to correct any inaccuracies. As you may know, this process can be difficult and time consuming, and, if not conducted properly, could also leave your organization open to litigation. Let ADP's Adverse Action take the hassle and worry out of this process by turning over all adverse action correspondence responsibilities to our compliance specialists. Our specialists are trained to handle applicant disputes in a fair and impartial manner and will keep both you and the applicant informed about the dispute status. You can easily order Adverse Action through ADP's online client environment, *Select*.

### Features

- Helps employers maintain compliance with the FCRA
- Saves your company valuable time, money and resources
- Convenient online ordering
- ADP's on-staff compliance experts handle applicant disputes to reduce your liability
- **Turnaround Time:** 1 Business Day
- **Availability:** Nationwide

**Sample Adverse Action Letter**

---



Screening and Selection Services

<Date> → First Letter of Notification/Pre-Adverse Action

<Applicant Name>  
 <Address 1>  
 <City>, <State> <Zip Code>

→ Applicant Information

Notification of Employer's Decision

Dear Applicant,

As you authorized in your employment process with <Your Company Name>, we (ADP) have recently completed a pre-employment background check as part of the employee selection process for <Your Company Name>. They have asked us to provide you with these completed report(s) sent to them, and to inform you that there is information in the report(s) which, if accurate, would prevent them from offering you employment at this time. This report(s), as well as A Summary of Your Rights under the law are enclosed.

If you want to know what information in the report(s) falls outside of their guidelines, <Your Company Name> asks that you contact them directly and immediately. Otherwise, they will assume that you no longer wish to pursue employment with them. ADP is providing you with this notice on behalf of <Your Company Name>. We (ADP) did not make this decision and are unable to provide you the specific reasons why this action was taken. (Continued...)

# Screening & Selection Services





Quote Dated 3/7/2011

## Screening Solutions for City of Pittsburgh

### **New Hire Criminal Package**

- First Check Social Security Validation
- Order Builder (address history) last 7 years
- Crimlink-Multi-Jurisdictional Criminal Database
- Consolidated Criminal History Reports up to 3 counties of residence in last seven years

**Price per Applicant- \$30.00**

### **A La Carte Items: (Optional)**

- \*Employment reference verifications \$9.10/check**
- \*Consolidated county criminal report \$10.06/applicant**
- \*Adverse Action (as needed) \$5.05/applicant**

### **Additional Items:**

**Account Activation Fee= \$50 (Normally, \$200)**

\*Please note that the above pricing is inclusive of state, county and clearinghouse fees – with the following exception: A \$65 state surcharge applies when ordering some criminal searches from New York. Misdemeanor records are not available in all U.S. counties. A \$2.50 fee will apply if ADP must look up the phone number for employment, education, personal or credential verifications. International reference verifications will be subject to an additional \$16 surcharge. An additional one time \$60 fee will apply if access to credit reports is required. Prices are subject to change without notice. State sales tax may apply. Additional setup fees and steps for compliance may apply.



## Screening Components: Brief Summary

**First Check SSN Validation** – ADP will confirm with the Social Security Administration if your applicant's number is valid. We'll also obtain the date of issue and if there have been any death benefits paid against the number. If the number was issued before your applicant's date of birth or there were death benefits paid against the number, then it is a good indicator the number does not belong to them.

**Order Builder** - this is a service within our ADP Select online ordering system. We instantly search public record resources for any county locations where your applicant has had a driver's license, paid property taxes, registered to vote, etc. We will identify those locations to offer other options than relying on the job application to find where to order criminal history searches. Any counties identified will be loaded into your screening order for you.

**County Standard Felony and Misdemeanor Reports** – ADP will retrieve county criminal records from the county courthouses based on the candidate's criteria provided. Note: Misdemeanor records are not available in all US counties.

**State Sex Offender Registry** – This registry will reveal if the candidate is a registered sexual offender in the state ordered. ADP will return any information from that state's sex offender registry related to your applicant.

**Motor Vehicle Records** – this report offers detailed history of citations, violations, license revocations and current status, so you can evaluate the actual driving habits of the applicant.

**Statewide Criminal Court Records** – These reports are a summary of the county reports within the state. You can choose which state to request, based on where your applicant has lived, and we return any information from that state's central criminal court repository related to your applicant. Note: Not all states provide a statewide report.

**Crimlink Multi-jurisdictional Database**- this is a search of a database containing over 300 million court/corrections records from across the United States as well as the Office of Foreign Assets Control (OFAC) foreign nationals data. The search is done on a name and date of birth (where available) match only. If Gender and Race are provided, we will filter results based on those criteria. This is intended to be a broad search that is supplemental to the targeted live county or state court record retrieval. ADP recommends all findings from this product be validated with live court searches.

**Credit Reports** – an employment credit report from any 1 of the 3 major credit reporting agencies including all detailed lines of credit, payment histories, public records, etc. This is a "soft hit" to the applicant's credit report, and no score is given.

**Reference Verification** - ADP has a team of associates dedicated to making the calls for you to verify previous employment, educational degrees, professional licenses, or personal references. We find that a 3rd party such as ADP can glean more valuable information from the reference, as the reference may feel more safe in divulging the information.

**Government Sanctions Report** - "Terrorist watch list" that addresses US Patriot Act concerns by searching the lists from national and international data sources including: OFAC (Office of Foreign Asset Control), OSFI (Office of the Superintendent of Financial Institutions), FBI Most Wanted list, UN Sanctions, Bank of England, World Bank, INTERPOL, EU Terrorism list, etc.

**Adverse Action** – anytime you decide not to hire an applicant because of information in their background check you are compelled by law to issue Adverse Action letters. With ADP Adverse Action service we will issue the appropriate letters, give the applicant their rights to dispute the findings in the background check, and address any disputes on your behalf.

## INTEROFFICE MEMORANDUM

**TO:** JOHN VANGORDEN

**FROM:** MARK TURNBULL

**CC:**

**DATE:** MARCH 16, 2011

**SUBJECT:** *Agenda Item: March 22, 2011*  
*JRP Membership Renewal*

---

This report is provided as an analysis of progress of the Joplin Regional Prosperity Initiative 2010. Overall much progress has been made while much work remains ahead to accomplish the goals set within the proposal. An analysis of the Partnerships goal accomplishment in workforce development, assisting existing business, business attraction, and small business and entrepreneur support is attached.

### Benefits to Pittsburg from Partnering

- ✓ Economy of scale in offering economic development existing business and prospecting survey services
- ✓ Pittsburg is a very small market town. We look instantly larger to site evaluators when population is combined with the six county region. Pittsburg Population 20,000-JRP Population 200,000
- ✓ Access to data bases for labor availability and projections (\$40,000 estimated value)
- ✓ Economic modeling support in analysis of project impact
  - 69 highway Economic Impact model
  - Quincy Street Economic Impact KDOT Grant
- ✓ Workforce Development Skills analysis development
- ✓ Access to Joplin site consultant services

There is a clear consensus among economists and economic development experts that economic growth and competitive advantage occur at the regional level, rather than at the state or local levels. Being competitive today requires the ability to develop networks and bridge organizational and political boundaries. Pittsburg is not a single economy. Rather it is a collection of regional economies,

with differing assets and liabilities, strengths and weaknesses. Therefore, the successful implementation of economic growth initiatives requires the support of regional networks composed of civic, business, investor, academic, entrepreneurial and philanthropic partners. In order to be successful in today's globally competitive environment, policy makers and economic development leaders need to think, plan and act regionally. Several regions across Kansas and Missouri are well on their way to developing and executing regional growth strategies, while others are still identifying resources and leaders and beginning to form the necessary organizational networks. The evidence is clear. Regions that collaborate on economic development initiatives and sell their competitive advantages to the world will be more competitive, identify opportunities more quickly, and align resources more efficiently. In turn, their regional economies will grow faster.

In order to spur further economic development initiatives, the Pittsburg City Commission is evaluating the positive aspects of affiliating with the Joplin Regional Prosperity Initiative (JRPI). The goal of the JRPI is to encourage Pittsburg, Crawford County, and the 6-county region to think, plan and act regionally, and to provide additional resource support for regional initiatives.

The objective is to build on the work already done to define regional economies, develop regional growth strategies, accelerate effective regional economic development planning and implementation, and encourage the further development of regional leadership networks. Outcomes of the regional partnership are to increase regional competitiveness and thereby Pittsburg's competitiveness in the following areas:

- Expanding job creation opportunities
- Workforce development / Human capital development and retention
- Entrepreneurship / Improving access to capital
- Attracting new employers through targeting and development of industry clusters

Collectively, progress in the areas outlined above will support the broader objective of enhancing regional competitiveness and empowering city/regional leaders to face the challenges and opportunities of economic growth. For the reasons and documentation included above we request consideration of the second year payment of \$20,000 and authorize the Mayor to sign appropriate documents.

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
	C-CHECK		VOID CHECK	V	3/04/2011			164734
	C-CHECK		VOID CHECK	V	3/04/2011			164735
	C-CHECK		VOID CHECK	V	3/11/2011			164747
	C-CHECK		VOID CHECK	V	3/11/2011			164748
	C-CHECK		VOID CHECK	V	3/11/2011			164753
	C-CHECK		VOID CHECK	V	3/11/2011			164754
	C-CHECK		VOID CHECK	V	3/15/2011			164770
	C-CHECK		VOID CHECK	V	3/15/2011			164795
	C-CHECK		VOID CHECK	V	3/15/2011			164796

* * 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:	9 VOID DEBITS		0.00		
	VOID CREDITS		0.00	0.00	0.00
TOTAL ERRORS:	0				
VENDOR SET: 99	BANK: * TOTALS:	9	0.00	0.00	0.00
BANK: *	TOTALS:	9	0.00	0.00	0.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1	BLUE CROSS & BLUE SHIELD	R	3/02/2011			164723		100.00
4263	COX COMMUNICATIONS	R	3/04/2011			164733		2,059.30
1	CRAWFORD CO DOMESTIC VIOLENCE	R	3/04/2011			164736		120.00
1	CRAWFORD COUNTY EXTENSION	R	3/04/2011			164737		442.00
3144	KDIAI	R	3/04/2011			164738		115.00
0094	M&I BANK	R	3/04/2011			164739		200.00
1	MEREDITH, LYNN	R	3/04/2011			164740		100.00
0175	REGISTER OF DEEDS	R	3/04/2011			164741		38.48
1108	WESTAR ENERGY	R	3/04/2011			164742		52.21
1	WSU CONFERENCE OFFICE	R	3/04/2011			164743		270.00
1962	RESERVE ACCOUNT	R	3/04/2011			164744		5,000.00
2519	EAGLE BEVERAGE CO INC	R	3/11/2011			164745		100.50
0523	AT&T	R	3/11/2011			164746		5,962.50
1	AUTUMN, TODD	R	3/11/2011			164749		100.00
1	MASON, ALICIA	R	3/11/2011			164750		89.86
0175	REGISTER OF DEEDS	R	3/11/2011			164751		15.90
1108	WESTAR ENERGY	R	3/11/2011			164752		80,176.42
6632	CENTER FOR ADVANCED MEDIA STUD	R	3/14/2011			164755		270.00
5942	MATT LEMON	R	3/14/2011			164756		120.00
6154	4 STATE MAINTENANCE SUPPLY INC	R	3/15/2011			164767		981.89
2876	A-PLUS CLEANERS & LAUNDRY	R	3/15/2011			164768		52.00
6601	ALLIED WASTE SERVICES	R	3/15/2011			164769		948.71

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6173	ASHBROOK SIMON-HARTLEY OPERATI	R	3/15/2011			164771		444.53
6629	EVAC INC	R	3/15/2011			164772		667.88
6641	CARROT-TOP INDUSTRIES INC	R	3/15/2011			164773		220.39
6192	KATHLEEN CERNE	R	3/15/2011			164774		600.00
1	COULTER-MORRELL, MICHELLE	R	3/15/2011			164775		737.09
5857	CREATIVE PRODUCT SOURCING INC	R	3/15/2011			164776		463.65
5967	DANCO SYSTEMS INC	R	3/15/2011			164777		765.00
0118	FED EX	R	3/15/2011			164778		39.38
6358	FIRE X INC	R	3/15/2011			164779		159.00
0613	GOVERNMENT RESEARCH SERVICE	R	3/15/2011			164780		105.50
6659	HENDERSON PRODUCTS INC	R	3/15/2011			164781		460.00
3077	JIM'S HELI-ARC AND WELDING	R	3/15/2011			164782		385.00
6660	JOPLIN AREA CHAMBER OF COMMERC	R	3/15/2011			164783		1,150.00
5673	KANSAS ASSOCIATION OF AIRPORTS	R	3/15/2011			164784		100.00
6587	KDHE	R	3/15/2011			164785		20.00
6308	PITTSBURG TITLE LLC	R	3/15/2011			164786		700.00
6536	POLYDYNE INC	R	3/15/2011			164787		1,606.50
6650	S AND B SYSTEM INTEGRATORS	R	3/15/2011			164788		610.00
6041	SOUTHERN SUPPLY	R	3/15/2011			164789		12,168.40
1	STORM'S APPLIANCE SERVICE	R	3/15/2011			164790		18.44
6622	JEFF SWITLIK	R	3/15/2011			164791		13.00
6656	KNIPP EQUIPMENT INC	R	3/15/2011			164792		4,112.75

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4052	TRAVELERS	R	3/15/2011			164793		756.00
5589	VERIZON WIRELESS	R	3/15/2011			164794		3,627.85
2350	WCA WASTE SYSTEMS INC	R	3/15/2011			164797		834.95
0011	AMERICAN ELECTRIC INC	E	3/09/2011			999999		1,753.36
0026	STANDARD INSURANCE COMPANY	E	3/02/2011			999999		1,211.30
0034	CRONISTER BROTHERS, INC	E	3/09/2011			999999		4,164.05
0038	LEAGUE OF KANSAS MUNICIPALITIE	E	3/09/2011			999999		235.00
0039	BATTERY MART INC	E	3/09/2011			999999		84.55
0046	ETTINGERS OFFICE SUPPLY	E	3/09/2011			999999		643.02
0052	INTERNATIONAL PUBLIC MANAGEMEN	E	3/09/2011			999999		270.00
0054	JOPLIN SUPPLY COMPANY	E	3/09/2011			999999		64.59
0055	JOHN'S SPORT CENTER	E	3/09/2011			999999		242.97
0063	LOCKE WHOLESALE SUPPLY	E	3/09/2011			999999		405.13
0068	BROOKS PLUMBING LLC	E	3/09/2011			999999		118.14
0074	RUSSELL BELDEN ELECTRIC COMPAN	E	3/09/2011			999999		91.69
0078	SUPERIOR LINEN SERVICE	E	3/09/2011			999999		267.62
0083	WATER PRODUCTS INC	E	3/09/2011			999999		1,806.98
0084	INTERSTATE EXTERMINATOR, INC.	E	3/09/2011			999999		152.00
0105	PITTSBURG AUTOMOTIVE INC	E	3/09/2011			999999		3,114.01
0112	MARRONES INC	E	3/09/2011			999999		774.50
0116	DANIEL E BRADEN	E	3/09/2011			999999		170.00
0117	THE MORNING SUN	E	3/09/2011			999999		1,347.63

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0124	AMERICAN BATTERY & ELECTRIC	E	3/09/2011			999999		55.00
0129	PROFESSIONAL ENGINEERING CONSU	E	3/10/2011			999999		7,630.52
0133	JIM RADELL CONSTRUCTION INC	E	3/09/2011			999999		975.00
0145	BROADWAY LUMBER COMPANY, INC.	E	3/09/2011			999999		2,061.94
0154	BLUE CROSS & BLUE SHIELD	D	3/04/2011			999999		18,898.85
0154	BLUE CROSS & BLUE SHIELD	D	3/11/2011			999999		13,553.15
0163	O'REILLY AUTOMOTIVE INC	E	3/09/2011			999999		136.96
0177	BOOK WHOLESALERS INC	E	3/09/2011			999999		147.04
0199	KIRKLAND WELDING SUPPLIES	E	3/09/2011			999999		122.05
0200	SHERWIN WILLIAMS COMPANY	E	3/09/2011			999999		913.11
0201	SPICER-ADAMS WELDING, INC.	E	3/09/2011			999999		198.60
0207	PEPSI-COLA BOTTLING CO OF PITT	E	3/09/2011			999999		145.55
0224	KDOR	D	3/07/2011			999999		2,081.98
0224	KDOR	D	3/15/2011			999999		3,835.90
0273	CHIEF SUPPLY CORPORATION	E	3/09/2011			999999		256.95
0276	JOE SMITH COMPANY, INC.	E	3/09/2011			999999		97.95
0292	UNIFIRST CORPORATION	E	3/09/2011			999999		38.55
0294	COPY PRODUCTS INC	E	3/09/2011			999999		88.95
0300	PITTSBURG FORD-MERCURY, INC.	E	3/09/2011			999999		28.79
0306	CASTAGNO OIL CO INC	E	3/09/2011			999999		28.96
0308	DOBRAUC OIL COMPANY INC	E	3/09/2011			999999		26,964.34
0329	O'MALLEY IMPLEMENT CO INC	E	3/09/2011			999999		676.40

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0332	PITTCRAFT PRINTING	E	3/09/2011			999999		54.00
0335	CUSTOM AWARDS PLUS INC	E	3/09/2011			999999		184.58
0337	CROSS-MIDWEST TIRE	E	3/09/2011			999999		119.75
0339	GENERAL MACHINERY	E	3/09/2011			999999		1,684.62
0345	VICTOR L PHILLIPS CO	E	3/09/2011			999999		336.63
0347	LYNN'S QUICK LUBE	E	3/09/2011			999999		40.95
0362	SENSUS TECHNOLOGIES INC	E	3/09/2011			999999		1,452.00
0364	CRAWFORD COUNTY SHERIFF	E	3/09/2011			999999		4,848.00
0375	CONVENIENT WATER COMPANY	E	3/09/2011			999999		49.50
0422	DEMCO INC	E	3/09/2011			999999		203.78
0516	AMERICAN CONCRETE CO INC	E	3/09/2011			999999		87.50
0534	TYLER TECHNOLOGIES	E	3/09/2011			999999		718.75
0571	WILBERT MFG. & SUPPLY	E	3/09/2011			999999		22.10
0583	DICKINSON INDUSTRIES INC	E	3/09/2011			999999		4,619.00
0585	MOLE MC AUTOMOTIVE INC	E	3/09/2011			999999		324.45
0589	BERRY TRACTOR & EQUIPMENT	E	3/09/2011			999999		1,187.73
0627	BOETTCHER SUPPLY INC	E	3/09/2011			999999		120.91
0710	HOLLAND ALIGNMENT	E	3/09/2011			999999		180.50
0714	SHARE CORPORATION	E	3/09/2011			999999		315.00
0726	PITTSBURG STATE UNIVERSITY	E	3/09/2011			999999		4,441.18
0751	ULTRA-CHEM INC	E	3/09/2011			999999		326.38
0823	TOUCHTON ELECTRIC INC	E	3/09/2011			999999		2,540.11

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0831	WATER ENVIRONMENT FEDERATION	E	3/09/2011			999999		114.00
0844	HY-FLO EQUIPMENT CO	E	3/09/2011			999999		1,271.30
1062	JOPLIN BUILDING MATERIAL	E	3/09/2011			999999		239.04
1435	CDL ELECTRIC COMPANY INC	E	3/09/2011			999999		62.00
1478	KANSASLAND TIRE OF PITTSBURG	E	3/09/2011			999999		972.96
1619	MIDWEST TAPE	E	3/09/2011			999999		23.09
1631	EVERYTHING SEW SEW	E	3/09/2011			999999		215.00
1766	ASSOCIATION OF GOVERNMENT ACC	E	3/09/2011			999999		90.00
2223	PITNEY BOWES	E	3/09/2011			999999		84.78
2433	THE MORNING SUN	E	3/09/2011			999999		1,650.97
2960	PACE ANALYTICAL SERVICES INC	E	3/09/2011			999999		1,063.00
3079	COMMERCE BANK	D	3/08/2011			999999		17,713.97
3142	COMMUNITY MENTAL HEALTH CENTER	E	3/09/2011			999999		300.00
3248	AIRGAS MID-SOUTH, INC	E	3/09/2011			999999		1,386.40
3261	PITTSBURG AUTO GLASS	E	3/09/2011			999999		165.00
3281	USA BLUE BOOK	E	3/09/2011			999999		222.82
3570	AMERICAN EXPRESS	D	3/04/2011			999999		172.02
3697	LR ENTERPRISES LLC	E	3/09/2011			999999		67.75
3856	MATTHEW L HOISINGTON	E	3/09/2011			999999		650.00
3971	FASTENAL COMPANY	E	3/09/2011			999999		360.33
3972	WASHINGTON ELECTRONICS INC	E	3/09/2011			999999		1,900.48
4059	PSU QUICK PRINT	E	3/09/2011			999999		885.43

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4072	MERCHANT E-SOLUTIONS	D	3/02/2011			999999		321.62
4118	WESTFALL GMC TRUCK INC.	E	3/09/2011			999999		170.42
4133	T.H. ROGERS HOMECENTER	E	3/09/2011			999999		149.90
4262	KDHE	E	3/07/2011			999999		258,075.15
4277	AMERICAN EQUIPMENT CO	E	3/09/2011			999999		414.36
4307	HENRY KRAFT, INC.	E	3/09/2011			999999		346.02
4390	SPRINGFIELD JANITOR SUPPLY, IN	E	3/09/2011			999999		768.95
4520	ETS CORPORATION	D	3/02/2011			999999		3,553.34
4638	SOUND PRODUCTS	E	3/09/2011			999999		46.35
4682	GLOVES INC	E	3/09/2011			999999		117.69
4766	ACCURATE ENVIRONMENTAL	E	3/09/2011			999999		213.43
5275	US LIME COMPANY-ST CLAIR	E	3/09/2011			999999		3,441.20
5287	AMSTERDAM PRINTING & LITHO	E	3/09/2011			999999		62.69
5340	COMMERCE BANK TRUST	E	3/11/2011			999999		10,598.43
5504	A & O SIGNS & GRAPHICS	E	3/09/2011			999999		1,272.50
5581	KOAM	E	3/09/2011			999999		650.00
5677	FIRST DATA	D	3/03/2011			999999		6.57
5745	FLUID EQUIPMENT COMPANY INC	E	3/09/2011			999999		2,684.00
5855	SHRED-IT USA INC	E	3/09/2011			999999		16.05
5892	LAFORGE AND BUDD CONSTRUCTION	E	3/11/2011			999999		891,961.20
5904	TASC	D	3/04/2011			999999		7,420.79
6117	ALEXANDER OPEN SYSTEMS INC	E	3/09/2011			999999		2,663.91

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6118	CHOICE TECHNOLOGY LLC	E	3/09/2011			999999		10,436.00
6203	SOUTHWEST PAPER CO INC	E	3/09/2011			999999		452.78
6262	CLEAN THE UNIFORM COMPANY	E	3/09/2011			999999		367.01
6309	TAMMY FRYE	E	3/09/2011			999999		400.00
6402	BEAN'S TOWING & AUTO BODY	E	3/09/2011			999999		1,280.00
6443	MEDICALODGES INC	E	3/09/2011			999999		138.50
6508	JOHN H BAILEY	E	3/09/2011			999999		700.00
6509	JAMES TUSH	E	3/09/2011			999999		700.00
6528	GALE GROUP	E	3/09/2011			999999		103.97
6548	AMERICAN OFFICE SERVICES INC	E	3/09/2011			999999		24,940.80
6559	FOUR STATE DOORS LLC	E	3/09/2011			999999		750.00

* * T O T A L S * *	NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
REGULAR CHECKS:	47	128,080.08	0.00	128,080.08
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	10	67,558.19	0.00	67,558.19
EFT:	108	1,306,986.28	40.87	1,307,027.15
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:	165	1,502,624.55	40.87	1,502,583.68
BANK: 80144	TOTALS:	165	1,502,624.55	40.87	1,502,665.42

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0075	RYAN'S DRIVE-THRU CLEANER	E	3/11/2011			999999		480.15
0500	S SCOTT CRAIN	E	3/07/2011			999999		81.54
0866	AVFUEL CORPORATION	E	3/07/2011			999999		26,321.87
1874	HIGHLAND MEADOWS OF KS	E	3/09/2011			999999		326.00
2073	BRET M BULLARD	E	3/03/2011			999999		223.00
2921	CSG SYSTEMS INC	E	3/07/2011			999999		5,366.52
3067	STEVE BITNER	E	3/09/2011			999999		800.00
3252	LINDA S LLOYD	E	3/09/2011			999999		600.00
3884	MARK D. TURNBULL	E	3/07/2011			999999		189.62
3884	MARK D. TURNBULL	E	3/11/2011			999999		37.00
4013	KNIGHTS OF COLUMBUS TOWERS	E	3/09/2011			999999		523.00
4618	TRESA NOYES	E	3/11/2011			999999		1,661.00
5534	SYCAMORE VILLAGE APARTMENTS	E	3/09/2011			999999		134.00
5548	MIKE ULERY	E	3/11/2011			999999		14.08
5622	KANSAS STATE UNIVERSITY	E	3/07/2011			999999		25.00
6247	CHRISTOPHER HATCHER	E	3/07/2011			999999		21.00
6391	DOWNTOWN PITTSBURG HOUSING PAR	E	3/09/2011			999999		1,250.00
6508	JOHN H BAILEY	E	3/07/2011			999999		284.00

* * T O T A L S * *	NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	18	38,337.78	0.00	38,337.78
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99 BANK: EFT TOTALS:	18	38,337.78	0.00	38,337.78
BANK: EFT TOTALS:	18	38,337.78	0.00	38,337.78

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0140	A&M RENTALS	E	3/02/2011			999999		980.00
0266	JOHN S KUTZ	E	3/02/2011			999999		870.00
0855	CHARLES HOSMAN	E	3/02/2011			999999		509.00
0969	SEK-CAP INC	E	3/02/2011			999999		15.00
1008	BENJAMIN M BEASLEY	E	3/02/2011			999999		846.00
1231	JOHN LOVELL	E	3/02/2011			999999		285.00
1454	BETTY J WILSON	E	3/02/2011			999999		234.00
1542	LARRY SHANKS	E	3/02/2011			999999		286.00
1603	GARY SAKER	E	3/02/2011			999999		503.00
1609	PHILLIP H O'MALLEY	E	3/02/2011			999999		4,252.00
1638	VERNON W PEARSON	E	3/02/2011			999999		844.00
1649	HAROLD O'MALLEY	E	3/02/2011			999999		744.00
1688	DORA WARE	E	3/02/2011			999999		1,207.00
1961	DUSTIN D MAJOR	E	3/02/2011			999999		254.00
1982	KENNETH STOTTS	E	3/02/2011			999999		3,247.00
2256	TODD MERANDO	E	3/02/2011			999999		207.00
2304	DENNIS HELMS	E	3/02/2011			999999		499.00
2339	CHRIS WINDSOR	E	3/02/2011			999999		162.00
2348	MARY D VANLEEUWEN	E	3/02/2011			999999		731.00
2398	WILLIAM E SAMSON	E	3/02/2011			999999		326.00
2542	CHARLES YOST	E	3/02/2011			999999		735.00
2624	JAMES ZIMMERMAN	E	3/02/2011			999999		2,037.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2718	KENNETH B DUTTON	E	3/02/2011			999999		516.00
2771	MICHELLE PRYOR	E	3/02/2011			999999		86.00
2850	VENITA STOTTS	E	3/02/2011			999999		454.00
2913	KENNETH N STOTTS JR	E	3/02/2011			999999		502.00
3067	STEVE BITNER	E	3/02/2011			999999		5,228.00
3082	JOHN R JONES	E	3/02/2011			999999		457.00
3114	PATRICIA BURLESON	E	3/02/2011			999999		1,105.00
3142	COMMUNITY MENTAL HEALTH CENTER	E	3/02/2011			999999		1,026.00
3162	THOMAS A YOAKAM	E	3/02/2011			999999		92.00
3187	DEAN POWELL	E	3/02/2011			999999		635.00
3193	WILLIAM CROZIER	E	3/02/2011			999999		1,324.00
3218	CHERYL L BROOKS	E	3/02/2011			999999		450.00
3241	CHARLES P SIMPSON	E	3/02/2011			999999		197.00
3252	LINDA S LLOYD	E	3/02/2011			999999		635.00
3272	DUNCAN HOUSING LLC	E	3/02/2011			999999		2,949.00
3273	RICHARD F THENIKL	E	3/02/2011			999999		694.00
3294	JOHN R SMITH	E	3/02/2011			999999		863.00
3317	PHIL MARTIN	E	3/02/2011			999999		233.00
3593	REMINGTON SQUARE	E	3/02/2011			999999		6,587.00
3668	MID AMERICA PROPERTIES OF PITT	E	3/02/2011			999999		5,421.00
3708	GILMORE BROTHERS RENTALS	E	3/02/2011			999999		83.00
3724	YVONNE L. ZORNES	E	3/02/2011			999999		869.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3929	MDI LIMITED PARTNERSHIP #49	E	3/02/2011			999999		6,618.00
3978	TBSW HOLDINGS, LLC	E	3/02/2011			999999		195.00
4054	MICHAEL A SMITH	E	3/02/2011			999999		630.00
4154	JOSEPH L. BOURNONVILLE	E	3/02/2011			999999		422.00
4177	MT RENTALS	E	3/02/2011			999999		438.00
4218	MEADOWLARK TOWNHOUSES	E	3/02/2011			999999		2,217.00
4308	KENNETH BATEMAN	E	3/02/2011			999999		494.00
4492	PITTSBURG APARTMENTS	E	3/02/2011			999999		3,653.00
4546	C & M PROPERTIES LLC	E	3/02/2011			999999		46.00
4564	TERRY L SIMPSON	E	3/02/2011			999999		397.00
4752	S & N MANAGEMENT, LLC	E	3/02/2011			999999		525.00
4828	LINDA G MARTINSON	E	3/02/2011			999999		179.00
4928	PITTSBURG STATE UNIVERSITY	E	3/02/2011			999999		1,785.00
5036	TRACY STAHL	E	3/02/2011			999999		525.00
5323	JAMES F HUEBNER	E	3/02/2011			999999		371.00
5393	CARLOS ANGELES	E	3/02/2011			999999		1,009.00
5549	DELBERT BAIR	E	3/02/2011			999999		304.00
5583	ROBERT L NANKIVELL SR	E	3/02/2011			999999		21.00
5614	JAMES DAVID VAUGHN	E	3/02/2011			999999		550.00
5653	PEGGY HUNT	E	3/02/2011			999999		159.00
5656	EARL HARTMAN	E	3/02/2011			999999		660.00
5660	HERBERT WARING	E	3/02/2011			999999		381.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5676	BARBARA TODD	E	3/02/2011			999999		245.00
5748	COZY LIVING PROPERTIES INC	E	3/02/2011			999999		139.00
5806	GARY M WILKINSON	E	3/02/2011			999999		233.00
5817	JAMA ENTERPRISES LLP	E	3/02/2011			999999		246.00
5854	ANTHONY A SNYDER	E	3/02/2011			999999		289.00
5870	ANTHONY E SIMONCIC	E	3/02/2011			999999		267.00
5896	HORIZON INVESTMENTS GROUP INC	E	3/02/2011			999999		550.00
5897	NIESE WOODY-FAIR	E	3/02/2011			999999		1,373.00
5906	JOHN HINRICHS	E	3/02/2011			999999		197.00
5939	EDNA R TRENT	E	3/02/2011			999999		222.00
5957	PASTEUR PROPERTIES LLC	E	3/02/2011			999999		741.00
6002	SALLY THRELFALL	E	3/02/2011			999999		302.00
6032	TIM J. RIDGWAY	E	3/02/2011			999999		936.00
6062	MARC D SCHROEDER	E	3/02/2011			999999		510.00
6073	REBECCA FOSTER	E	3/02/2011			999999		666.00
6090	RANDAL BENNEFELD	E	3/02/2011			999999		876.00
6108	TILDEN BURNS	E	3/02/2011			999999		850.00
6130	T & K RENTALS LLC	E	3/02/2011			999999		2,466.00
6150	JAMES L COX	E	3/02/2011			999999		322.00
6155	HOUSING AUTHORITY OF DEKALB CO	E	3/02/2011			999999		760.80
6161	MICHAEL J STOTTS	E	3/02/2011			999999		398.00
6172	ANDREW A WACHTER	E	3/02/2011			999999		1,232.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6186	TROY ROSENSTIEL	E	3/02/2011			999999		514.00
6227	ANGELA BOLLINGER	E	3/02/2011			999999		435.00
6284	FRED TWEET	E	3/02/2011			999999		287.00
6294	RONALD E WUERDEMAN	E	3/02/2011			999999		328.00
6295	DAVID L PETERSON	E	3/02/2011			999999		448.00
6298	KEVAN L SCHUPBACH	E	3/02/2011			999999		1,950.00
6300	MARTY STAHL	E	3/02/2011			999999		223.00
6306	BALKANS DEVELOPMENT LLC	E	3/02/2011			999999		117.00
6314	PARKVIEW HOUSING INC	E	3/02/2011			999999		771.00
6317	RONALD L EMERSON	E	3/02/2011			999999		176.00
6333	JANA DALRYMPLE	E	3/02/2011			999999		401.00
6380	WAYNE E THOMPSON	E	3/02/2011			999999		1,110.00
6391	DOWNTOWN PITTSBURG HOUSING PAR	E	3/02/2011			999999		1,905.00
6394	KEVIN HALL	E	3/02/2011			999999		550.00
6441	HEATHER D MASON	E	3/02/2011			999999		757.00
6443	MEDICALODGES INC	E	3/02/2011			999999		170.00
6446	HUTCHINS RENTAL TRUST ACCOUNT	E	3/02/2011			999999		168.00
6450	PICKET FENCE PROPERTIES INC	E	3/02/2011			999999		650.00
6464	CASEY-BIRD PROPERTIES LLC	E	3/02/2011			999999		245.00
6507	MARTHA E MOORE	E	3/02/2011			999999		469.00
6540	LESTER JONES	E	3/02/2011			999999		260.00
6552	DEBORAH A MCKINSTRY	E	3/02/2011			999999		554.00

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: HAP M&I Bank - HAP  
 DATE RANGE: 3/02/2011 THRU 3/15/2011

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6562	BARBARA PERRY	E	3/02/2011			999999		460.00
6603	BRENT COULTER	E	3/02/2011			999999		235.00
6624	WADE M CAPLINGER	E	3/02/2011			999999		464.00
6628	SEAN HALL	E	3/02/2011			999999		297.00
6633	CHRISTINA OBERLE	E	3/02/2011			999999		265.00
6647	MICHAEL A SMITH	E	3/02/2011			999999		770.00

* * T O T A L S * *	NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	116	100,557.80	0.00	100,557.80
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:	116	100,557.80	0.00	100,557.80
BANK: HAP TOTALS:	116	100,557.80	0.00	100,557.80

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0224	KDOR	D	3/04/2011			000000		12,227.06
0321	KP&F	D	3/04/2011			000000		30,576.63
0728	ICMA	D	3/04/2011			000000		2,759.55
1050	KPERS	D	3/04/2011			000000		24,381.61
3147	INTERNAL REVENUE SERVICE	D	3/04/2011			000000		60,727.30
6415	ING FINANCIAL ADVISORS	D	3/04/2011			000000		4,244.47
6627	AMERICAN FUNDS SERVICE COMPANY	D	3/04/2011			000000		230.77
0349	UNITED WAY OF CRAWFORD COUNTY	R	3/04/2011			164695		85.42
1503	FAMILY SUPPORT PAYMENT CENTER	R	3/04/2011			164696		347.74
2228	KANSAS PAYMENT CENTER	R	3/04/2011			164697		2,073.12
2577	OK CENTRALIZED SUPPORT RE	R	3/04/2011			164698		130.97
5385	NCO FINANCIAL SYSTEMS, INC.	R	3/04/2011			164699		215.86
5784	JAY W VANDER VELDE	R	3/04/2011			164700		272.66
6135	MCNEARNEY & ASSOCIATES LLC	R	3/04/2011			164701		201.23
6136	US DEPARTMENT OF EDUCATION	R	3/04/2011			164702		174.45
6521	FIRST MUTUAL BANK	R	3/04/2011			164703		221.23
0028	PAYROLL CLEARING	E	3/04/2011			999999		84,545.25

* * T O T A L S * *		NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
REGULAR CHECKS:		9	3,722.68	0.00	3,722.68
HAND CHECKS:		0	0.00	0.00	0.00
DRAFTS:		7	135,147.39	0.00	135,147.39
EFT:		1	84,545.25	0.00	84,545.25
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:	17	223,415.32	0.00	223,415.32
BANK: PY	TOTALS:		17	223,415.32	0.00	223,415.32
REPORT TOTALS:			325	1,864,935.45	40.87	1,864,894.58

Passed and approved this 22<sup>nd</sup> day of March, 2011.

---

Patrick J. O'Bryan, Mayor

ATTEST:

---

Tammy Nagel, City Clerk



DEPARTMENT OF PUBLIC UTILITIES

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

(620) 231-4170

www.pittks.org

## Interoffice Memorandum

TO: JOHN D. VANGORDEN  
Interim City Manager

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

DATE: March 15, 2011

SUBJECT: Agenda Item – March 22, 2011  
Change Order No.'s 1 and 2  
Water Treatment Plant Improvements – Phase I  
KPWSLF Project No. 2489

---

Attached you will find two changes orders that have been submitted by LaForge and Budd Construction for consideration on the above-referenced project.

### **Change Order No. 1**

This change order is to change the routing of electrical conduits exiting the filter gallery to avoid conflict with a 20-inch ductile iron pipe water line and required door modifications in the south exterior wall of the chemical and filter building. This change order reflects an INCREASE of \$10,817.92 making a new contract construction amount of \$7,377,817.92.

### **Change Order No. 2**

This change order covers modifications to the geothermal well design with a cost savings to install the geothermal well field system and to perform thermal conductivity test on one geothermal well to confirm the revised geothermal well field design. This change order reflects a DEDUCT of \$24,941.00 making a new contract construction amount of \$7,352,876.92.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, March 22, 2011. Action necessary will be approval or disapproval of Change Order No.'s 1 and 2 and, if approved, authorize the City Manager to sign the change orders on behalf of the City of Pittsburg.

**MEMO TO: JOHN D. VANGORDEN**  
**MARCH 15, 2011**  
**PAGE TWO**

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

Attachments:           Change Order No.'s 1 and 2

cc:    Tammy Nagel, City Clerk  
      Project File  
      Memo File

**CHANGE ORDER**

Order No. 1  
Date: November 22, 2010  
PEC Project No. 34-07070-009-0830  
Agreement Date: \_\_\_\_\_

NAME OF PROJECT: Pittsburg Water Treatment Facility Improvements - Phase 1  
OWNER: City of Pittsburg, Kansas  
CONTRACTOR: LaForge & Budd Construction Co., Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS:

PC #1	Electrical Ductbank Re-location Re-locate electrical ductbank in the high service pump chase of the Filter Building to prevent conflict with new piping	Add	\$ 9,463.82
PC #2	Modify Door 109 Frame Modify door frame of Door 109 to match the existing door opening.	Add	\$ 730.80
PC #5	Modify FRP Sliding Door Heights Modify FRP door heights per RFI #7 response.	Add	\$ 623.30

Justification:

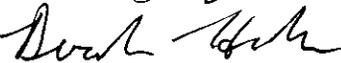
These changes result from differing conditions. These changes are being made so the Contractor can perform construction to meet the requirements of the contract documents.

Change to CONTRACT PRICE:

Original CONTRACT PRICE:	\$ <u>7,372,000.00</u>
Current CONTRACT PRICE as adjusted by previous CHANGE ORDERS:	\$ <u>7,367,000.00</u>
The CONTRACT PRICE due to this CHANGE ORDER will be increased by:	\$ <u>10,817.92</u>
The new CONTRACT PRICE including this CHANGE ORDER will be:	\$ <u>7,377,817.92</u>

Change to CONTRACT TIME:

No changes to the CONTRACT TIME.

Requested by:  LaForge & Budd Construction  
Reviewed by:  P.E.C., P.A.  
Accepted by: \_\_\_\_\_ City of Pittsburg, KS

**Derek Hake - FW: C0810RFP001 Revision #2**

---

**From:** "Brian Rea" <brian@laforgebudd.com>  
**To:** "Derek Hake" <Derek.Hake@pec1.com>  
**Date:** 9/8/2010 4:26 PM  
**Subject:** FW: C0810RFP001 Revision #2  
**Attachments:** C0810RFP001.xls

---

Derek,

I'm not sure if you got a copy of this yesterday.

It is Interstates cost proposal for re-routing the existing electrical duct bank. There is two pages two print.

As discussed in the meeting please review and advise if acceptable.

Note the optional add.

This is L&B proposed change PC-4, we would add 5% to Interstates total per the general conditions specifications.

Let us know, Thanks

Brian Rea  
LaForge & Budd Construction Co., Inc.  
PO Box 833  
2020 N. 21st St.  
Parsons, KS 67357  
Phone 620-421-4470  
Fax 620-421-0249

---

**From:** Terry Tullis [mailto:ttullis@sbcglobal.net]  
**Sent:** Tuesday, August 31, 2010 8:57 AM  
**To:** Brian Rea  
**Subject:** C0810RFP001 Revision #2

Brian, Apparently I am not saving each page when I make a change so it is defaulting to the original data when I move to the next page. Traci found I still had sales tax on page 1 that carried over to page 2. I think I have now got it correct. If you see any errors please feel free to contact me.

Thanks

Terry Tullis  
Interstate Electrical Construction  
1715 S. Highway 59  
Parsons, Kansas 67357  
620-421-5510 Voice  
620-423-1902 Cell  
620-421-0524 Fax

--

This message was scanned by ESVA and is believed to be clean.

[Click here to report this message as spam.](#)

# INTERSTATE ELECTRICAL CONSTRUCTION, INC.

PO BOX 596 . 1715 SOUTH HIGHWAY 59 . PARSONS, KANSAS . Phone 620-421-5510 . Fax 620-421-0524

REQUEST FOR PROPOSAL C0810RFP001Revision 2 DATE: 8/26/10

PROJECT: Pittsburg Water Treatment Plant

Change routing of electrical conduits exiting filter gallery to avoid conflict with 20" ductile iron water line.					
Intercept conduits in filter gallery with splice box, extend new conduits to east side of water line, core drill wall to extend conduits to exterior duct bank. Excavate duck bank and remove section that is in conflict with water line. Route conduits to new location. Pull existing conductors to splice box and add new from splice box to circuit breaker or control device and connect. Make splice in new box.					
QUANTITY	DESCRIPTION	UNIT LABOR	TOTAL	UNIT MATERIAL	TOTAL
1	12" x 12" x 6" NEMA 12 splice box	2.000	2.00	114.900	114.90
2	with splice blocks (4)#8 x 2 circ	2.000	4.00	19.300	38.60
1	16" x 16" x 8" NEMA 12 splice box	3.000	3.00	356.750	356.75
4	with splice blocks (14c 14ga control x 2 pumps)	2.000	8.00	32.700	130.80
			0.00		0.00
30	1" GRC conduit	0.090	2.70	2.210	66.30
30	2" GRC conduit	0.120	3.60	4.580	137.40
2	1" GRC elbows	0.900	1.80	5.100	10.20
2	2" GRC elbows	1.200	2.40	15.250	30.50
5	1" supports	0.100	0.50	0.850	4.25
5	2" supports	0.150	0.75	1.230	6.15
10	1 5/8" strut	0.080	0.80	1.650	16.50
2	core drill 1" conduit w/link seals	3.000	6.00	145.000	290.00
2	core drill 2" conduit w/link seals	4.000	8.00	185.000	370.00
30	Feet ~excavate & remove duct bank	0.500	15.00	10.000	300.00
2	cut 1" conduit and remove conductors	1.000	2.00	2.000	4.00
2	cut 2" conduit and remove conductors	2.000	4.00	5.000	10.00
	Protect conductors for reuse		0.00		0.00
2	Route 1" c to filter gallery	2.000	4.00	21.000	42.00
2	Route 2" c to filter gallery	3.000	6.00	32.000	64.00
<b>TOTALS</b>			<b>74.55</b>		<b>1992.35</b>

LABOR	(@ \$45.00 PER HOUR)	3354.75
MATERIAL		1992.35
<b>SUBTOTAL</b>		<b>5347.10</b>
OVERHEAD	10%	534.71
PROFIT	5%	294.09
SALES TAX	8.55%	Exempt
<b>TOTAL</b>		<b>6175.90</b>



**Derek Hake - Pittsburg,Ks.WTP Change to door 109, L&B PC-3**

---

**From:** "Brian Rea" <brian@laforgebudd.com>  
**To:** "Derek Hake" <Derek.Hake@pec1.com>  
**Date:** 10/20/2010 8:46 AM  
**Subject:** Pittsburg,Ks.WTP Change to door 109, L&B PC-3  
**CC:** "Jane Rea" <jane@laforgebudd.com>, "Logan Harris" <logan@laforgebudd.com>  
**Attachments:** Pittsburg,WTP AIA doc door 109.pdf.pdf

---

Derek,

As requested per the attached AIA document the additional costs to revise door 109 are as follows:

Add spandrel glass (Sub-K):	\$ 282.00
GC's fee of 5%:	\$ 14.10
Add mull and increase height:	\$ 378.00
GC's fee of 15%:	\$ 56.70
Total additional change order amount:	\$ 730.80

Please advise how we are to proceed.

Thanks

Brian Rea  
LaForge & Budd Construction Co., Inc.  
PO Box 833  
2020 N. 21st St.  
Parsons, KS 67357  
Phone 620-421-4470  
Fax 620-421-0249

# AIA Document G710™ – 1992

## Architect's Supplemental Instructions

**PROJECT (Name and address):**  
City of Pittsburg - Water Treatment  
Facility  
602 S. Free King Hwy  
Pittsburg, KS 66762

**ARCHITECT'S SUPPLEMENTAL  
INSTRUCTION NO:** 001

**OWNER:**   
**ARCHITECT:**   
**CONSULTANT:**   
**CONTRACTOR:**   
**FIELD:**   
773.040/4.5.4/1.6:

**OWNER (Name and address):**  
CITY OF PITTSBURG  
201 W. 4<sup>th</sup> St.  
Pittsburg, KS 66762

**DATE OF ISSUANCE:** August 4, 2010

**CONTRACT FOR:** General Construction

**FROM ARCHITECT (Name and  
address):**  
GLMV ARCHITECTURE, INC.  
125 S. Washington  
Wichita, Kansas 67202

**CONTRACT DATE:** Unknown

**TO CONTRACTOR (Name and  
address):**  
LAFORGE & BUDD  
CONSTRUCTION CO., INC.  
P.O. Box 833  
Parsons, KS 67357

**ARCHITECT'S PROJECT NUMBER:**  
773.040

The Work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicates your acknowledgment that there will be no change in the Contract Sum or Contract Time.

### DESCRIPTION:

In the south exterior wall of the Chemical and Filter Building, a door and frame identified as Number 109 needs to be revised as follows:

Item 1. Reference "Operating Floor Plan" on Sheet AE102 of the Project Drawings.

- a). Change door to swing out of building onto the new landing at steps. Swing to be LHR (hinged at same jamb location).

Item 2. Reference "Door Schedule" for "Chemical & Filter Building Operating", Door Number 109 on Sheet AE611 of Project Drawings.

- a). The Frame Type for Door 109 is indicated as Type 3. Frame Type 3 indicates the transom panel above the head of the door as a 1'- 8 1/2" dimension in height, but that dimension is incorrect at this location. On Sheet AE201 of Project Drawings at South Elevation, this door is shown and noted as "Existing window changed to doorway with fixed transom panel." The head of this frame matches the same elevation as the head of the adjacent new "A3" Storefront Window System.

Item 3. See the attached sketch showing new "Revised Frame Type for Door Number 109."

AIA Document G710™ – 1992. Copyright © 1979 and 1992 by The American Institute of Architects. All rights reserved. **WARNING:** This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:41:28 on 08/04/2010 under Order No. 8955454603\_1 which expires on 07/09/2011, and is not for resale.

User Notes:

(1883963961)

**ATTACHMENTS:**

*(Here insert listing of documents that support description.)*

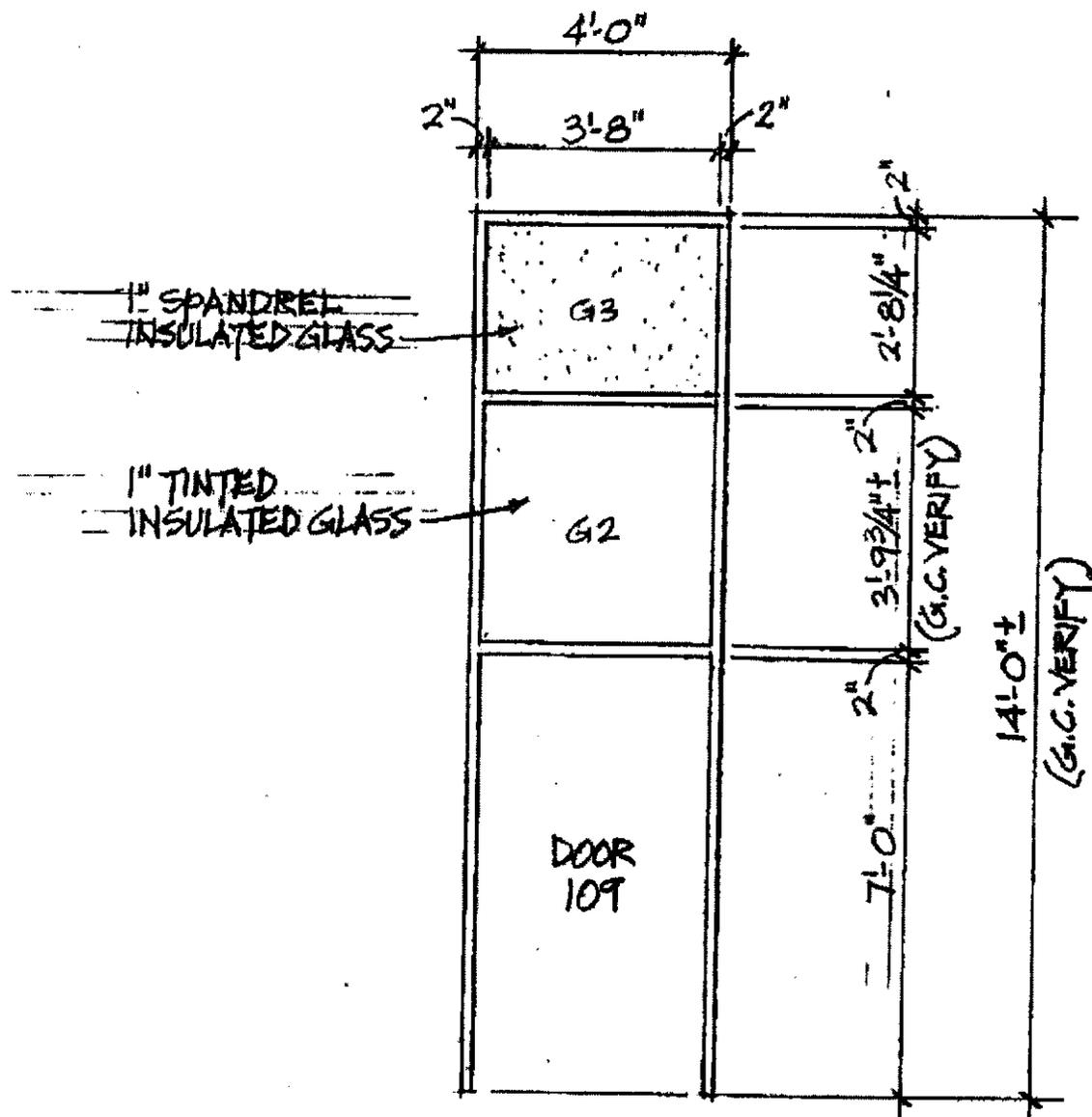
1. Sketch REVISED FRAME TYPE FOR DOOR NUMBER 109, dated August 3, 2010 (1 Page, 8-1/2 x 11).

**ISSUED BY THE ARCHITECT:**

Mark D. McCluggage, AIA, CCS  
President

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Printed name and title)*



REVISED FRAME TYPE FOR  
DOOR NUMBER 109

NO SCALE

WATER TREATMENT FACILITY IMPROVEMENT  
PHASE I - CITY OF PITTSBURG, KANSAS

8/03/10

# **LaForge and Budd Construction Company, Inc.**

2020 N. 21<sup>ST</sup> STREET • P.O. BOX 833 • PARSONS, KS 67357  
PHONE (620)421-4470 FAX (620)421-0249  
www.laforgebudd.com

August 18, 2010

**Professional Engineering Consultants, P.A.**  
303 South Topeka  
Wichita, KS 67202  
Fax: 316-262-3003  
Derek.Hake@pec1.com

Attention: Derek Hake, P.E.	RFI No.	7
Re: Water Treatment Facility Improvements, Phase I Pittsburg, KS PEC No. 34-07070-001-0830	Drawings	PC8, PP9.1, S2.3
	Specification	N/A

Gentlemen:

Dwg AE611, Door Schedule, indicates Filter Building door 102 is 17'- 4" tall. Dwg S2.3 indicates fin. floor at door 102 is 913.67' and the bottom of existing monorail is 932.09', or 18'- 5" tall, which was field verified. Also verified, the existing monorail is 10" tall and the dimension from the top of existing monorail to bottom of concrete beam is approx. 1 ¼", for an overall height from fin. flr to bottom of concrete beam of 19'- 4 ¼". The FRP doors need to be at least 2'- 0 ¼" taller. Please concur. (Additional costs will be incurred.)

Also, at the Elect/Chem Building, sliding door 102A is 8'-0" wide with 4'-0" leaves. Per Dwg. C\_AE101 the dimension from the edge of door to edge of building is 4'-0", leaving insufficient space to mount the end track hardware and door stop. Please advise.

**Reply required by** August 19, 2010

Sincerely,  
LaForge & Budd Construction Co., Inc.

cc: File

*Brian Rea*

Brian Rea, Project Manager

## ENGINEER'S REPLY

Door 102 (Filter Building): Both Architect and Engineer agree that the height of the new doors should be changed to match the existing conditions (19'-4 ¼" +/-).

Door 102A (Electrical/Chemical Building): The construction drawings indicate that the door leaf should slide past the edge of the building allowing the door to open completely. If the door

**CHANGE ORDER**

Order No. 2  
Date: February 21, 2011  
PEC Project No. 34-07070-009-0830  
Agreement Date: \_\_\_\_\_

NAME OF PROJECT: Pittsburg Water Treatment Facility Improvements - Phase 1

OWNER: City of Pittsburg, Kansas

CONTRACTOR: LaForge & Budd Construction

The following changes are hereby made to the CONTRACT DOCUMENTS:

- |       |   |         |                |
|-------|---|---------|----------------|
| PC #1 | Geothermal Wells Value Engineering  | Deduct  | \$ (32,480.00) |
|       | Construct 12 geothermal wells at 310' deep. Install 6 inline recirculation pumps in lieu of 2 large re-circulation pumps. |         |                |
| PC #2 | Geothermal Test Well  | Add     | \$ 7,539.00    |
|       | Perform thermal conductivity test on one geothermal well to confirm the revised geothermal well field design.             |         |                |
| PC #3 | Geothermal Well Purge Valves  | No Cost | \$ -           |
|       | Place purge valves for the geothermal wells in the basement of the Filter Building.                                       |         |                |

Justification:

These changes will provide a savings to the City of Pittsburg by reducing the number of geothermal wells required for the geothermal heating/cooling system based on results from the test well.

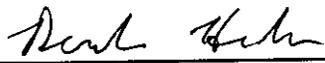
Change to CONTRACT PRICE:

Original CONTRACT PRICE:	\$ <u>7,367,000.00</u>
Current CONTRACT PRICE as adjusted by previous CHANGE ORDERS:	\$ <u>7,377,817.92</u>
The CONTRACT PRICE due to this CHANGE ORDER will be increased by:	\$ <u>(24,941.00)</u>
The new CONTRACT PRICE including this CHANGE ORDER will be:	\$ <u>7,352,876.92</u>

Change to CONTRACT TIME:

No change to the CONTRACT TIME.

Requested by:  LaForge & Budd Construction

Reviewed by:  P.E.C., P.A.

Accepted by: \_\_\_\_\_ City of Pittsburg, KS

# CDL

*Electric • Heating • Cooling*

201 N Joplin - Pittsburg, KS 66762  
PHONE (620) 231-1830 FAX (620) 231-3348

March 31, 2010

LaForge and Budd Construction Co., Inc  
2020 N 21<sup>st</sup> Street  
Parsons, KS 67357

Re: Water Treatment Facility  
Geothermal Well Field Proposal

Dear Pat,

In reference to our phone conversation concerning the Water Treatment Facility, I have attached a letter from the Geothermal Well Company with a cost saving proposal to install the Geothermal Well Field System. The proposed cost of the change is a DEDUCT of \$32,480.00. Please let me know if the Engineer approves this proposal change.

Thank you.

*John Lovell*  
John Lovell  
CDL Electric Co., Inc  
620-231-1830

Mar 28 10 11:49a

918-835-5678

p. 2

## Environmental Loop Service

CDL Electric

Project: Pittsburg-phase 1 Water Treatment Facility, cost saving proposal

Our cost saving proposal for the Pittsburg Water Treatment geothermal project includes simplifying the geothermal well field, moving purge valves close to the building to be placed in a valve box below grade, installing polyethylene interior piping to the water source heat pumps and matching each heat pump with a properly sized pump module.

We are proposing to size the well field to 248' of bore hole per ton. This will be done by drilling 12 wells at 310' depth. We will header the wells with a reverse return design and run 3" supply and return lines from the well field header to the building. We will install isolation and purge valves below grade in a valve box just outside the building. We will stub through the basement wall per plans and continue polyethylene piping to the water source heat pumps. We are proposing to eliminate the large central pumps and accessories and place matched pumping modules at each water source heat pump. This will eliminate the need for floor space and reduce maintenance cost. These pump modules will be sized per manufacture recommended GPM and match well field pressure drop to achieve proper flow rates. We will install air bleed valves at high points of the system. We will purge the system to eliminate all air and debris in the system, add antifreeze per plans and leave the system pressurized ready for start up.

Richard Moore  
Environmental Loop Service

---

Phone - (918) 838-7288 FAX - (918) 835-5678

# Environmental Loop Service

CDL Electric  
Attn: John

Project: Pittsburg-phase 1 Water Treatment Facility, cost saving proposal

## Geothermal Well Field & Piping Proposal

- Drill 12 x 310' boreholes (248' per ton)
- Install (12) 630' x 1" polyethylene uncoils
- Pressure grout all boreholes with high solids bentonite grout
- Fabricate and install (2) 12 well reverse return headers
- Install (1) 3" supply and (1) 3" return pipes from headers to purge valve box
- Fabricate and install purge ports, isolation valves and continue 3" piping into basement
- Fabricate and install inside polyethylene geothermal piping to (6) water source heat pumps
- Furnish and install pump module at each heat pump.
- Make final hook up to (6) pump modules and install hose hits to (6) water source heat pumps
- Purge to remove all air and debris
- Fill with clean potable water, pressure test and add methanol antifreeze to 20 % total volume of well field

SPECIFIED Antifreeze Solution  
is 20% Propylene Glycol Solution

Thank you for the opportunity to quote this project with you.

*Richard Moore*  
Richard Moore  
Environmental Loop Service, Inc.

Proposal Accepted By & Date:

---

# Environmental Loop Service

CDL Electric

Project: Pittsburg-phase 1 Water Treatment Facility, cost saving proposal

Our cost saving proposal for the Pittsburg Water Treatment geothermal project includes simplifying the geothermal well field, moving purge valves close to the building to be placed in a valve box below grade, installing polyethylene interior piping to the water source heat pumps and matching each heat pump with a properly sized pump module.

We are proposing to size the well field to 248' of bore hole per ton. This will be done by drilling 12 wells at 310' depth. We will header the wells with a reverse return design and run 3" supply and return lines from the well field header to the building. We will install isolation and purge valves below grade in a valve box just outside the building. We will stub through the basement wall per plans and continue polyethylene piping to the water source heat pumps. We are proposing to eliminate the large central pumps and accessories and place matched pumping modules at each water source heat pump. This will eliminate the need for floor space and reduce maintenance cost. These pump modules will be sized per manufacture recommended GPM and match well field pressure drop to achieve proper flow rates. We will install air bleed valves at high points of the system. We will purge the system to eliminate all air and debris in the system, add antifreeze per plans and leave the system pressurized ready for start up.

Richard Moore  
Environmental Loop Service

Proposed standard heat transfer Account for Recommend to Adhere and below  
Bore field rule - of - thumb. And fails to Actual Geology. Conductivity testing bore field size. all state, Federal ~~state~~ Requirements if drilling  
assumes  
fails to  
Geology.  
testing  
size.  
state, Federal  
Requirements if drilling  
specified.

---

Phone - (918) 838-7288 FAX - (918) 835-5676



# Environmental Loop Service, Inc.

5004 East Archer Street – Suite D  
Tulsa, OK 74115

October 5, 2010

Derek N. Hake, P.E.  
Water/Wastewater Division  
Professional Engineering Consultants, P.A.  
303 S. Topeka  
Wichita, KS 67202  
[Derek.Hake@pec1.com](mailto:Derek.Hake@pec1.com)  
Phone: 316-262-2691

Project: Pittsburg Water Treatment Facility / Test Well

## PROPOSAL

- Drill one 310' borehole and record logs
- Install one 810' x 1" Pre-Fabricated Unicoil Loop
- Grout borehole from bottom to top per ISGHPA standards with high solids bentonite grout
- Conduct thermal conductivity test per ISGHPA standards
- Testing will be for a forty-eight (48) hour period
- Collected data will be analyzed using the "line Source" method
- Report will include formation thermal conductivity, formation thermal diffusivity and undisturbed soil temperature

Total Quote - \$7,180.00  
GC'S FEE OF 5% - \$ 359.00  

---

TOTAL - \$ 7,539.00

Richard Moore  
Environmental Loop Service, Inc.

Phone (918) 838-7288 Fax (918) 835-5676

## INTEROFFICE MEMORANDUM

**To:** John VanGorden  
**From:** Mark Turnbull  
**CC:**  
**Date:** March 16, 2011  
**Subject:** *Agenda Item: March 22, 2011  
Façade Grant – 102 West 6th*

---

The Downtown Façade Improvement Committee considered an application for the Phase II Program requested by John Kutz, owner of the property located at 102 West 6th. The façade grant request totals \$7,000.00 with an anticipated total owner contribution of \$7,600.00. Exterior work planned is trim coil on all exterior surfaces, new windows, paint, and make exterior uniform and safer.

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, passes fire inspection, and receives a positive historic preservation review.

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: 2 11 0 1 11

## Applicant Information

Applicant Name: John Kutz

Business Name: John Kutz

Street Address: 4035 Parkview Drive

City: Fraserac State: KS Zip: 66763

## Building Information

Address of building where work is to be done: 102 W 6<sup>th</sup>

Name of building owner (if different from above): \_\_\_\_\_

Building renter(s)/occupants: Kutz Music, Monica Kellogg CPA, BRIAN - whisperer

## Financial Information

Total amount of project: \$14,000 - \$20,000

Total grant amount applied for: \$ 7,000

### 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):

Trim Coat on All Exterior Surfaces  
New Windows, Paint + Make Exterior  
Uniform + Safer,



# Downtown Revitalization Façade Improvement Grant Application

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

Majority on Exterior, Some interior  
Insulation (see sheet)

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:

Window if New

### Project Timetable:

Date work is to start:

1 / 1

ASAP

Date work is to be completed:

1 / 1

ASAP

Is your building located within 500 feet of the Hotel Stilwell, Colonial Fox Theatre, or Pittsburg Public Library?

yes  no

If yes, have you received State historical review?

NO

If no, have you inquired about the approval process?

Yes

*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?

Yes

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

Yes

### 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](http://www.pittks.org).

Applicant Signature

Date

Building Owner Signature

Date

2-10-11

**Scope of work to be done On 102 West 6th**

**From the old entrance to the Hotel Leland west 70 LF**

	Façade	Non-Façade
Wrap trim coil (Painted metal) around all exterior exposed wood (this comprises securing and caulking all wood, custom hand bending each piece then mechanically fastening in place.)	\$ 5,000	
Paint doors and all non wrapped metal with exterior oil paint	\$ 250	
Security gates on alcoves	\$ 300	
New motion lights in all alcoves	\$ 200	
New window glass, framing and finish to replace broken plate glass	\$ 2,000	
Repair or replace window any exposed window not covered in metal	\$ 250	
Insulate interior spaces		\$ 2,500
Roof and skylight work		\$ 2,500
Refurbish fire escape	\$ 1,000	
Install fire escape door	\$ 600	
Total	\$ 9,600	\$5,000
Grand Total	\$ 14,600	

City portion linear feet of frontage 70 lf X \$100 = \$7000



City of Pittsburg  
205 W. 7th ST  
Pittsburg, KS 66762

Violation Notice

Tuesday March 15, 2011

KUTZ MUSIC  
601 N BROADWAY  
Pittsburg, KS 66762

An inspection of your facility on Monday March 14, 2011 revealed the violations listed below.

ORDER TO COMPLY: Since these conditions are contrary to law, you must correct them upon receipt of this notice. An inspection to determine compliance with this Notice will be conducted on \_\_\_\_\_ at / / \_\_\_\_\_ :

If you fail to comply with this notice before the reinspection date listed, you may be liable for the penalties provided for by law for such violations.

Violation Code	Article	Division	Page	Count
1027.16.5 Fire Escape Stairs			0	0

IFC 2006 / 1027.16.5: Materials and strength of fire escape stairs. Components of fire escape stairs shall be constructed of noncombustible materials.

Fire escape stairs and balconies shall support the dead load plus a live load of not less than 100 pounds per square foot. Fire escape stairs and balconies shall be provided with a top and intermediate handrail on each side.

The fire code official is authorized to require testing or other satisfactory evidence that an existing fire escape stair meets the requirements of this section.

AFTER REVIEW OF THE EXISTING EXTERIOR FIRE ESCAPE STAIRS, IT IS SUGGESTED THAT THE EXISTING FIRE ESCAPE STAIRS BE REMOVED FROM THE BUILDING. THE UPPER FLOORS ARE NOT ACCESSIBLE TO THE PUBLIC AND ARE UNOCCUPIED. THE EXISTING STAIRS ARE QUESTIONABLE IN REGARDS TO THEIR STABILITY. IF AT ANY TIME THE UPPER FLOORS ARE TO BECOME OCCUPIED, A SECOND MEANS OF EGRESS WILL HAVE TO BE INSTALLED.

IF THIS EMERGENCY FIRE ESCAPE SYSTEM IS REMOVED, ALL ACCESS DOORS FROM THE UPPER FLOORS WILL NEED TO BE PERMANENTLY SECURED IN ORDER TO ASSURE THAT THERE IS NOT A POTENTIAL FALL HAZARD.

THE OWNER HAS STATED IN THE PROPOSED "SCOPE OF WORK" THAT ATTENTION WILL BE GIVEN TO THIS FIRE ESCAPE STAIR WAY.

City of Pittsburg  
205 W. 7th ST  
Pittsburg, KS 66762

Violation Notice

Tuesday March 15, 2011

KUTZ MUSIC  
601 N BROADWAY  
Pittsburg, KS 66762

703.1 Maintenance of fire-resistance-rated construction 0 0

IFC 703.1: Maintenance. the required fire-resistance rating of fire-resistance-rated construction shall be maintained. Such elements shall be properly repaired, restored or replaced when damaged, altered, breached or penetrated.

THE SOUTH STAIRWAY THAT COULD ALLOW ACCESS TO THE UPPER FLOORS NEEDS TO BE COMPLETELY CLOSED OFF FROM THE EXTERIOR TO ENSURE THE RESISTANCE TO ACCIDENTAL OR INCENDIARY FIRE ACTIVITIES.

315.2 Combustible storage in equipment rooms 0 0

IFC 315.2: STORAGE IN BUILDINGS: Storage of combustible materials in buildings shall be orderly. Storage shall be separated from heaters or heating devices by distance or shielding so that ignition cannot occur.

IFC 315.2.1: CEILING CLEARANCE: Storage shall be maintained 2 feet or more below the ceiling in nonsprinklered areas of building or a minimum of 18 inches below sprinkler head deflectors in sprinklered areas of buildings.

IFC 315.2.2: MEANS OF EGRESS: Combustible materials shall not be stored in exits or exit enclosures.

IFC 315.2.3: EQUIPMENT ROOMS: Combustible materials shall not be stored in boiler rooms, mechanical rooms, or electrical equipment rooms.

IFC 315.2.4: ATTIC, UNDER-FLOOR, AND CONCEALED SPACES: Attic, Under-floor and concealed spaces used for storage of combustible materials shall be protected on the storage side of required for 1-hour fire resistance-rated construction. Openings shall be protected by assemblies that are self-closing and are of noncombustible construction or solid wood core not less than 1.75 inches in thickness. Storage shall not be placed on exposed joist.

Exceptions: 1, Areas protected by approved automatic sprinkler systems.  
2. Group R-3 and Group U occupancies.

1. STUDIO CLASS ROOM: EXCESSIVE AMOUNT OF COMBUSTIBLE BOXES ARE LOCATED IN THIS ROOM. THE OWNER HAS STATED IN THE PROPOSED "SCOPE OF WORK" THAT THE SOUTH

City of Pittsburg  
205 W. 7th ST  
Pittsburg, KS 66762

Violation Notice

Tuesday March 15, 2011

KUTZ MUSIC  
601 N BROADWAY  
Pittsburg, KS 66762

ENTRANCE DOOR SHALL BE REPAIRED AND PAINTED TO ALLOW BETTER USE OF THIS STUDIO ROOM AND THAT ALL COMBUSTIBLES SHALL BE REMOVED.

2. THERE IS AN EXCESSIVE AMOUNT OF COMBUSTIBLE MATERIALS LOCATED ON THE SECOND AND THIRD FLOORS OF THE OCCUPANCY. DUE TO THIS FACT, ALL HEAT SOURCES (ELECTRICAL / GAS) NEED TO BE REMOVED OR REPLACED IN ORDER TO BE IN COMPLIANCE WITH NFPA 70. EXTENSION CORDS SHALL NOT BE USED FOR PERMANENT WIRING.

  
SIMONS, MIKE  
Inspector

X   
John Kutz  
Occupant/Owner

City of Pittsburg  
205 W. 7th ST  
Pittsburg, KS 66762

Violation Notice

Tuesday March 15, 2011

MONICA R. KELLOGG  
104 W 6TH  
Pittsburg, KS 66762

An inspection of your facility on Monday March 14, 2011 revealed the violations listed below.

ORDER TO COMPLY: Since these conditions are contrary to law, you must correct them upon receipt of this notice. An inspection to determine compliance with this Notice will be conducted on at / / :

If you fail to comply with this notice before the reinspection date listed, you may be liable for the penalties provided for by law for such violations.

Violation Code	Article	Division	Page	Count
605.5 Extension cords			0	0

INTERNATIONAL FIRE CODE (IFC) 605.5: Extension cords and flexible cords shall not be a substitute for permanent wiring. Extension cords and flexible cords shall not be affixed to structures, extended through walls, ceilings or floors, or under doors or floor coverings, nor shall such cords be subject to environmental damage or physical impact. Extension cords shall be used only with portable appliances.

605.4 Multiplug adapters. Multiplug adapters, such as cube adapters, unfused plug strips or any other device not complying with the ICC Electrical Code shall be prohibited.

605.4.1 Power tap design: Relocatable power taps shall be of the polarized or grounded type, equipped with overcurrent protection, and shall be listed in accordance with UL 1363.

605.4.2 Power supply: Relocatable power taps shall be directly connected to a permanently installed receptacle.

605.4.3 Installation: Relocatable power tap cords shall not extend through walls, ceilings, floors, under doors or floor coverings, or be subject to environmental or physical damage.

GENERAL NOTE FOR OCCUPANTS CONCERNING EXTENSION CORDS AND CUBE ADAPTERS. THESE ITEMS ARE PROHIBITED. ONLY MULTI-PLUG STRIPS WITH BUILT IN OVERCURRENT

City of Pittsburg  
205 W. 7th ST  
Pittsburg, KS 66762

Violation Notice

Tuesday March 15, 2011

MONICA R. KELLOGG  
104 W 6TH  
Pittsburg, KS 66762

PROTECTION ARE ALLOWED AND MUST BE CONNECTED BY ONE OF THE APPROVED METHODS LISTED ABOVE.

**Repaired 03/14/2011**

906.1 Required portable fire extinguishers 0 0

IFC 906.1 / 2006: Portable fire extinguishers shall be installed in the following locations: In new and existing Group A, B, E, F, H, I, M, R-1, R-2, R-4, and S occupancies.

IFC 906.3 / 2006: As indicated in Table 906.3(1), the minimum size extinguisher is a 2A-10BC.

IFC 906.2 2006 General requirements. Portable fire extinguishers shall be selected, installed and maintained in accordance with this section and NFPA 10.

NFPA 7.2.4.1 / 2010: Personnel making manual inspections shall keep records of all fire extinguishers inspected, including those found to require corrective actions.

NFPA 7.2.4.3 / 2010: At least monthly where manual inspections are conducted, the date the manual inspection was performed and the initials of the person performing the inspection shall be recorded.

NFPA 7.2.4.4 / 2010: Where manual inspections are conducted, records for manual inspections shall be kept on a tag or label attached to the fire extinguisher, on an inspection checklist maintained on file, or by an electronic method.

NFPA 7.2.4.5 / 2010: Records shall be kept to demonstrate at least the last 12 monthly inspections have been performed.

NFPA 7.3.1.1.1 / 2010: Fire extinguishers shall be subjected to maintenance at intervals of not more than 1 year, at the time of hydrostatic test, or when specifically indicated by an inspection or electronic notification

A MINIMUM OF ONE 2A 10 BC / 5LB PORTABLE FIRE EXTINGUISHER IS REQUIRED AT THIS LOCATION WHICH INCLUDES THE ANNUAL AND MONTHLY INSPECTIONS AS LISTED ABOVE. THE OCCUPANT MAY BE RESPONSIBLE FOR PROVIDING THIS PORTABLE FIRE EXTINGUISHER.

City of Pittsburg  
205 W. 7th ST  
Pittsburg, KS 66762

Violation Notice



SIMONS, MIKE  
Inspector

X 

John Kutz  
Occupant/Owner

City of Pittsburg  
205 W. 7th ST  
Pittsburg, KS 66762

Violation Notice

Tuesday March 15, 2011

BRAIN WHISPERER  
106 W 6TH  
Pittsburg, KS 66762

An inspection of your facility on Monday March 14, 2011 revealed the violations listed below.

ORDER TO COMPLY: Since these conditions are contrary to law, you must correct them upon receipt of this notice. An inspection to determine compliance with this Notice will be conducted on at / / :

If you fail to comply with this notice before the reinspection date listed, you may be liable for the penalties provided for by law for such violations.

Violation Code	Article	Division	Page	Count
605.5 Extension cords			0	0

INTERNATIONAL FIRE CODE (IFC) 605.5: Extension cords and flexible cords shall not be a substitute for permanent wiring. Extension cords and flexible cords shall not be affixed to structures, extended through walls, ceilings or floors, or under doors or floor coverings, nor shall such cords be subject to environmental damage or physical impact. Extension cords shall be used only with portable appliances.

605.4 Multiplug adapters. Multiplug adapters, such as cube adapters, unfused plug strips or any other device not complying with the ICC Electrical Code shall be prohibited.

605.4.1 Power tap design: Relocatable power taps shall be of the polarized or grounded type, equipped with overcurrent protection, and shall be listed in accordance with UL 1363.

605.4.2 Power supply: Relocatable power taps shall be directly connected to a permanently installed receptacle.

605.4.3 Installation: Relocatable power tap cords shall not extend through walls, ceilings, floors, under doors or floor coverings, or be subject to environmental or physical damage.

GENERAL NOTE FOR OCCUPANTS CONCERNING EXTENSION CORDS AND CUBE ADAPTERS. THESE ITEMS ARE PROHIBITED. ONLY MULTI-PLUG STRIPS WITH BUILT IN OVERCURRENT

City of Pittsburg  
205 W. 7th ST  
Pittsburg, KS 66762

Violation Notice

Tuesday March 15, 2011

BRAIN WHISPERER  
106 W 6TH  
Pittsburg, KS 66762

PROTECTION ARE ALLOWED AND MUST BE CONNECTED BY ONE OF THE APPROVED METHODS LISTED ABOVE.

Repaired 03/14/2011

906.1 Required portable fire extinguishers 0 0

IFC 906.1 / 2006: Portable fire extinguishers shall be installed in the following locations: In new and existing Group A, B, E, F, H, I, M, R-1, R-2, R-4, and S occupancies.

IFC 906.3 / 2006: As indicated in Table 906.3(1), the minimum size extinguisher is a 2A-10BC.

IFC 906.2 2006 General requirements. Portable fire extinguishers shall be selected, installed and maintained in accordance with this section and NFPA 10.

NFPA 7.2.4.1 / 2010: Personnel making manual inspections shall keep records of all fire extinguishers inspected, including those found to require corrective actions.

NFPA 7.2.4.3 / 2010: At least monthly where manual inspections are conducted, the date the manual inspection was performed and the initials of the person performing the inspection shall be recorded.

NFPA 7.2.4.4 / 2010: Where manual inspections are conducted, records for manual inspections shall be kept on a tag or label attached to the fire extinguisher, on an inspection checklist maintained on file, or by an electronic method.

NFPA 7.2.4.5 / 2010: Records shall be kept to demonstrate at least the last 12 monthly inspections have been performed.

NFPA 7.3.1.1.1 / 2010: Fire extinguishers shall be subjected to maintenance at intervals of not more than 1 year, at the time of hydrostatic test, or when specifically indicated by an inspection or electronic notification

A MINIMUM OF ONE 2A 10 BC / 5LB PORTABLE FIRE EXTINGUISHER IS REQUIRED AT THIS LOCATION WHICH INCLUDES THE ANNUAL AND MONTHLY INSPECTIONS AS LISTED ABOVE. THE OCCUPANT MAY BE RESPONSIBLE FOR PROVIDING THIS PORTABLE FIRE EXTINGUISHER.

City of Pittsburg  
205 W. 7th ST  
Pittsburg, KS 66762

Violation Notice



SIMONS, MIKE  
Inspector



X  
John Kutz  
Occupant/Owner

## INTEROFFICE MEMORANDUM

**TO:** JOHN VANGORDEN

**FROM:** MARK TURNBULL

**CC:**

**DATE:** MARCH 16, 2011

**SUBJECT:** *Agenda Item: March 22, 2011*  
*Façade Grant – 606 North Broadway*

---

The Downtown Façade Improvement Committee considered an application for the Phase II Program requested by John Kutz, owner of the property located at 606 North Broadway. The façade grant request totals \$4,900.00 with an anticipated total owner contribution of \$13,880.00. Exterior work planned is trim coil on all exterior surfaces, new windows, paint, repair stucco entryway, and new soffit.

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, passes fire inspection, and receives a positive historic preservation review.

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: 2/10/11

## Applicant Information

Applicant Name: John Kutz

Business Name: John Kutz

Street Address: 4035 Parkview Drive

City: Frostburg State: KS Zip: 66763

## Building Information

Address of building where work is to be done: 606 N Broadway

Name of building owner (if different from above): \_\_\_\_\_

Building renter(s)/occupants: Four PWS, 4 Rental Res,

## Financial Information

Total amount of project: \$13,000 - \$20,000

Total grant amount applied for: \$~~40~~ 4,900

### 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):

New windows, Glass, Trim Coil  
Paint + etc (see sheet)



# Downtown Revitalization Façade Improvement Grant Application

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

See sheet

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:

windows Replacemet,  
Heaters

### Project Timetable:

Date work is to start:

1 / 1

ASAP

Date work is to be completed:

1 / 1

ASAP

Is your building located within 500 feet of the Hotel Stilwell, Colonial Fox Theatre, or Pittsburg Public Library?

yes  no

If yes, have you received State historical review?

NO

If no, have you inquired about the approval process?

Yes

*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?

Yes

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

Retail

### 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](http://www.pittks.org).

Applicant Signature

Date

Building Owner Signature

2-11-11  
Date

**Scope of work to be done On 606 N. Broadway**

	Façade	Non-Façade
Refurbish hallway to upstairs apartments		
paint ceilings, walls, trim		\$1,500
install new front door with closer, keypad lock	\$1,500	
install new mail boxes	\$80	
install new motion lights and fire extinguishers		\$100
refinish steps and floor		\$500
Install 4 new window in upper floors	\$2,000	
Install window glass	\$350	
Remove old sign	\$50	
repair stucco entryway	\$300	
repair entryway and paint	500	
new exterior soffit and insulation	\$1,500	
Insulate interior		\$1,500
wrap any exposed wood with trim coil	\$200	
Install motel heaters in two of the apartments	\$2,500	
Total	\$8,980	\$ 4,900

Grand Total                      \$13,880

City Portion

Linear feet of frontage 49' X \$100 per linear feet = \$4900



More saving. More doing.™

Home Depot Store # 2220  
 3001 N BROADWAY  
 PITTSBURG, KS 66762  
 6202310831

DATE: 02/10/2011

**CUSTOMER:**  
 KUTZ, JOHN  
 4035 PARKVIEW DR  
 PITTSBURG, KS 66762  
 6204048840

**SALES ASSOCIATE:** MARC

Thank you for shopping The Home Depot! We value your business!

ITEM	FRAME SIZE	LOCATION	PRODUCT CODE DESCRIPTION	UNIT PRICE	QTY	TOTAL PRICE
------	------------	----------	--------------------------	------------	-----	-------------

0001			MANUFACTURER:JELD-WEN Windows & Doors - Door Systems		1	
------	--	--	--	--	---	--

RO Size = 38 1/2" W x 81 1/4" H  
 Handing = Right Out-Swing (C)



Product Category: Entry Doors  
 Manufacturer: JELD-WEN Windows & Doors - Door Systems  
 Location: Grinnell (DI)  
 Location Phone Number: 1.800.925.3667  
 Product Style: Entry Doors  
 Product: Steel  
 System Configuration: Door Units/Door Slabs  
 Product Configuration: Single Door Unit  
 Handing and Swing: Right Out-Swing (C)  
 Custom Dimension: No  
 Door Width: 36"  
 Net Unit Width: 37 1/2"  
 Rough Opening Width: 38 1/2"  
 Door Height: 80"  
 Net Unit Height: 80 1/2"  
 Rough Opening Height: 81 1/4"  
 Qualify for Stimulus Tax Credit Option: No  
 Door System Insert(s): Cut Out Only  
 Door Finish Type: Paint  
 Door Finish Exterior Side: Arctic Silver  
 Door Finish Interior Side: Arctic Silver  
 Overhang Flyer: No  
 Door System Layout: Flush - 22 x 64  
 Door Bore: Double Bore  
 Bore Back Set: 2 3/8"  
 Hinge Type: Non-Removable Pin  
 Hinge Finish: Zinc Dichromate  
 Jamb Cladding: No  
 Jamb Width: 6 9/16"  
 Jamb Specie: Primed AuraLast  
 Jamb Finish Type: None  
 Weather-Strip Type: Compression Bronze  
 Brickmold Specie: Primed AuraLast  
 Brickmold Type: WM 180  
 Apply Brickmould: Yes  
 Sill Type: Non-Adjustable  
 Sill Finish: Aluminum  
 Screen Type: None  
 Lockset: None  
 Reorder: No  
 SKU: 743587 / S/O PREFINISHED STEEL DOORS-21 DAY  
 \*\*Entry Doors drawn as seen from the exterior.\*\*  
 \*\*Plant Contact Number : 1.800.925.3667\*\*  
 \*\*M2O Version:2.19.0\*\*

Steel Flush - 22 x 64 Door System Base Price: \$ 201.00

6 9/16" Primed AuraLast Jamb: \$ 55.00

Insert Cut Out Only:	\$ 16.00	
Out-swing:	\$ 10.00	
Primed AuraLast WM 180 Brickmould:	\$ 25.00	
Prefinish Door:	\$ 99.00	
	<hr/>	
	\$ 406.00	\$ 406.00

QUOTE #: \_\_\_\_\_ PRETAX TOTAL \$ 406.00



"An Employee Owned Company"

# QUOTE

UPC VENDOR	INVOICE DATE	ORDER NO.
000000		14652397-00
P.O. NO.		PAGE #
		1

CUST.#: 22437  
 SHIP TO: KUTZ RENTALS  
 4035 PARKVIEW DR  
 FRONTENAC, KS 66763

CORRESPONDENCE TO: LOCKE SUPPLY CO.  
 P.O. BOX 24980  
 OKLAHOMA CITY, OK 73124-0980

SELLING BRANCH: 086 WHC PITTSBURG  
 Locke Supply  
 202 E 29TH ST  
 PITTSBURG, KS 66762-2556  
 (620)231-8306/

BILL TO: KUTZ RENTALS  
 4035 PARKVIEW DR  
 FRONTENAC, KS 66763

INSTRUCTIONS		TERMS	
		5%10thNT25th	
SHIP POINT		SHIP VIA	ENTERED
086 WHC PITTSBURG		Customer PU	02/10/11

LINE NO	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QTY SHIPPED	QTY U/M	UNIT PRICE	AMOUNT (NET)
1	L4007 PDH15K5SF 14700 BTU HT P PTAC	1			each	925.28540	925.29
2	L4008 PXGA REAR GRILLE	1			each	45.71274	45.71
3	L4009 PDXWS WALL SLEEVE	1			each	99.33503	99.34
3	Lines Total		Qty Shipped Total	3	Total		1070.34
					Taxes		88.83
					Balance Due:		1159.17

QUOTE QUOTE QUOTE  
 QUOTE DO NOT PAY QUOTE

Cash Discount 53.52 If Paid Within Terms



More saving. More doing.

Home Depot Store # 2220  
 3001 N BROADWAY  
 PITTSBURG, KS 66762  
 6202310831

DATE: 01/28/2011

**CUSTOMER:**  
 KUTZ, JOHN  
 4035 PARKVIEW DR  
 PITTSBURG, KS 66762  
 6204048840

**SALES ASSOCIATE:** MARC

Thank you for shopping The Home Depot! We value your business!

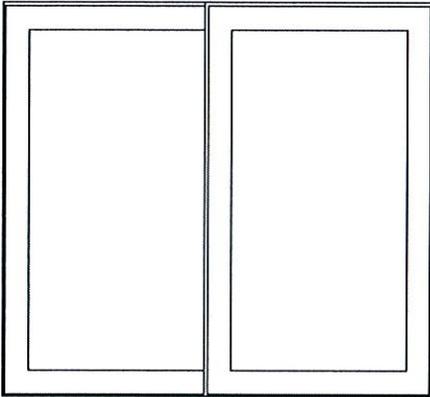
ITEM	FRAME SIZE	LOCATION	PRODUCT CODE DESCRIPTION	UNIT PRICE	QTY	TOTAL PRICE
------	------------	----------	--------------------------	------------	-----	-------------

0001

MANUFACTURER:American Craftsman

1

Frame Size = 47 3/4" W x 43 1/4" H  
 RO Size = 48" W x 44" H



Manufacturer: American Craftsman  
 Building Application: Replacement  
 Installation: Special Order  
 Energy star Qualified Product: Yes  
 Installation Zip Code: 66762  
 Climate Zone: North Central  
 Product Line: 8700  
 Product: Sliding Windows  
 Series: 8700  
 Product Type: Full Window  
 Product Configuration: 2 Panel Slider  
 Sizing Group: Custom  
 Frame Size Width: 47 3/4"  
 Frame Size Height: 43 1/4"  
 Rough Opening Width: 48"  
 Rough Opening Height: 44"  
 Color: White  
 Glazing Option: LowE3 Argon  
 Design Pressure Rating: DP 40  
 Tempered: No  
 Glass Strength: Single Strength Glass  
 Obscure: No  
 Tint: None  
 Grille Type: None  
 Screen: Half Screen  
 Locks: Double Locks  
 Nailing Fin: None  
 Sill Option: Sill Angle  
 Head Option: Head Expander  
 Foam: Foam Filled  
 SKU Description: S/O SERIES 8700-8800  
 WINDOWS  
 SKU: 710385 / S/O SERIES 8700-8800  
 WINDOWS  
 {8700[47.75[43.25][1]40[0]7[00]0[1]1[2]0[1]1[1]}  
 \*NC\*  
 Catalog Version 5.4.0

Base Price 8700 White:	\$ 160.23
LowE3:	\$ 27.24
Argon Gas:	\$ 12.42
Screen:	\$ 12.76
Foam Filled Frame:	\$ 20.72



**QUOTE**

Store 2220 PITTSBURG,KS  
3001 N BROADWAY  
PITTSBURG, KS 66762

Phone: (620) 231-0831  
Salesperson: MMU728  
Reviewer:

**No. 2220-55823**

Name: **KUTZ JOHN** Home Phone: **(620) 404-8840**

Address: 4035 PARKVIEW DR Work Phone: (620) 404-8865

City: PITTSBURG Job Description: SLIDER

State: KS Zip: 66762 County: CRAWFORD

**QUOTE**

2011-01-28 14:05

Prices Valid Thru: 02/04/2011

**CUSTOMER PICKUP #1** **MERCHANDISE AND SERVICE SUMMARY**

We reserve the right to limit the quantities of merchandise sold to customers

S.O. MERCHANDISE TO BE PICKED UP: REF # W02 SKU # 515-664 Customer Pickup / Will Call  
S/O SILVER LINE BLDG PRD REF # S01

REF #	SKU	QTY	UM	DESCRIPTION	TAX	PRICE EACH	EXTENSION
S0101	710-385	1.00	EA	8700 / @ 47 3/4" X 43 1/4" R.O. 48" X 44" / 8700 {#1} @ {8700 47.75 43.25 1 40 0 1 1 2 0 1 1 1}*NC*ENERGY STAR=YES ZIP=66762 ZONE=NORTH CENTRAL REPLACEMENT 8700 FULL WINDOW SLIDING WINDOW 8700 8700 2 PANEL SLIDER 47 3/4" X 43 1/4" R.O. 48" X 44" COLOR=WHITE GLAZING OPTION=LO	Y	\$233.37	\$233.37
S0102	710-385	1.00	EA	8700 / (CONTINUED) / (CONTINUED) WE3 ARGONIDE SIGN BRASS SERE RATING=DP 40 DP STEEL CODE=40 GLASS STRENGTH=STINGLE STRENGTH GLASS SCREEN=HALF SCREEN LOCKS=DOUBLE LOCKS FOAM FILLED FRAME=FOAM FILLED 5.4.0	Y	\$0.00	\$0.00
VENDOR - SPECIAL INSTRUCTIONS:				5.4.0:..			
SCHEDULED PICKUP DATE:				Will be scheduled upon arrival of all S/O Merchandise			
<b>MERCHANDISE TOTAL:</b>							\$233.37
<b>END OF CUSTOMER PICKUP - REF #W02</b>							

**NOT VALID FOR MERCHANDISE**

FOR WILL CALL  
MERCHANDISE PICK-UP  
PROCEED TO WILL CALL OR  
SERVICE DESK AREA  
(Pro Customers, Proceed To The Pro Desk)

**No. 2220-55823**

Customer Copy

**TOTAL CHARGES OF ALL MERCHANDISE & SERVICES**

<b>END OF ORDER No. 2220-55823</b>	
<b>TERMS AND CONDITIONS</b>	
<b>ORDER TOTAL</b>	\$233.37
<b>SALES TAX</b>	\$20.07
<b>TOTAL</b>	\$253.44
<b>BALANCE DUE</b>	\$253.44

**WILL CALL**

Will Call items will be held in the store for 7 days. For Will Call merchandise pick up, proceed to Will Call/Service Desk area(Pro Customers, proceed to the Pro Desk).

**Returns:** A 15% restocking fee applies to the return of regular special orders, i.e., special orders merchandise that is not custom made. Special orders that are custom uniquely designed or fitted to accommodate the requirements of a particular space or environment (some examples are cabinetry, countertops, floor and wall coverings, and window treatments) are non-returnable. Exceptions: Cancellations made by midnight on the third business day after the date of Your purchase; merchandise incorrectly ordered by Home Depot or by Professional; or merchandise damaged beyond repair in delivery or by Professional. Unless otherwise specified in this Agreement, all returns must be made within Home Depot's posted time frame.



LAYTON



**FARMERS  
INSURANCE  
GROUP**  
Symbol of Superior Service  
**FARMERS**  
AUTO • LIFE • FIRE • BUSINESS



City of Pittsburg  
205 W. 7th ST  
Pittsburg, KS 66762

Violation Notice

Tuesday March 15, 2011

FARMERS INSURANCE  
606A N BROADWAY  
Pittsburg, KS 66762

An inspection of your facility on Monday March 14, 2011 revealed the violations listed below.

ORDER TO COMPLY: Since these conditions are contrary to law, you must correct them upon receipt of this notice. An inspection to determine compliance with this Notice will be conducted on at / / :

If you fail to comply with this notice before the reinspection date listed, you may be liable for the penalties provided for by law for such violations.

Violation Code	Article	Division	Page	Count
06-MISC GENERAL MISCELANEOUS SAFETY AND FIRE ISSUES			0	0
GENERAL MISCELANEOUS SAFETY AND FIRE ISSUES				

THE ABOVE LISTED LOCATION IS CURRENTLY UNOCCUPIED AND IS NOT CONNECTED TO ANY UTILITIES. UNDER CONSTRUCTION

Repaired 03/14/2011

906.1 Required portable fire extinguishers 0 0

IFC 906.1 / 2006: Portable fire extinguishers shall be installed in the following locations: In new and existing Group A, B, E, F, H, I, M, R-1, R-2, R-4, and S occupancies.

IFC 906.3 / 2006: As indicated in Table 906.3(1), the minimum size extinguisher is a 2A-10BC.

IFC 906.2 2006 General requirements. Portable fire extinguishers shall be selected, installed and maintained in accordance with this section and NFPA 10.

NFPA 7.2.4.1 / 2010: Personnel making manual inspections shall keep records of all fire extinguishers inspected, including those found to require corrective actions.

NFPA 7.2.4.3 / 2010: At least monthly where manual inspections are conducted, the date the manual inspection was performed and the initials of the person performing the inspection shall be recorded.

City of Pittsburg  
205 W. 7th ST  
Pittsburg, KS 66762

Violation Notice

Tuesday March 15, 2011

FARMERS INSURANCE  
606A N BROADWAY  
Pittsburg, KS 66762

NFPA 7.2.4.4 / 2010: Where manual inspections are conducted, records for manual inspections shall be kept on a tag or label attached to the fire extinguisher, on an inspection checklist maintained on file, or by an electronic method.

NFPA 7.2.4.5 / 2010: Records shall be kept to demonstrate at least the last 12 monthly inspections have been performed.

NFPA 7.3.1.1.1 / 2010: Fire extinguishers shall be subjected to maintenance at intervals of not more than 1 year, at the time of hydrostatic test, or when specifically indicated by an inspection or electronic notification

A MINIMUM OF ONE 2A 10 BC / 5LB PORTABLE FIRE EXTINGUISHER IS REQUIRED AT THIS LOCATION WHICH INCLUDES THE ANNUAL AND MONTHLY INSPECTIONS AS LISTED ABOVE.

---

  
SIMONS, MIKE  
Inspector

X   
JOHN KUTZ  
Occupant/Owner

City of Pittsburg  
205 W. 7th ST  
Pittsburg, KS 66762

Violation Notice

Tuesday March 15, 2011

KUTZ, JOHN  
606 B N BROADWAY  
B  
Pittsburg, KS 66762

An inspection of your facility on Monday March 14, 2011 revealed the violations listed below.

ORDER TO COMPLY: Since these conditions are contrary to law, you must correct them upon receipt of this notice. An inspection to determine compliance with this Notice will be conducted on at / / :

If you fail to comply with this notice before the reinspection date listed, you may be liable for the penalties provided for by law for such violations.

Violation Code	Article	Division	Page	Count
06-MISC GENERAL MISCELANEOUS SAFETY AND FIRE ISSUES			0	0
GENERAL MISCELANEOUS SAFETY AND FIRE ISSUES				

THE ABOVE LISTED LOCATION IS CURRENTLY UNOCCUPIED / UNDER CONSTRUCTION

Repaired 03/14/2011

906.1 Required portable fire extinguishers 0 0

IFC 906.1 / 2006: Portable fire extinguishers shall be installed in the following locations: In new and existing Group A, B, E, F, H, I, M, R-1, R-2, R-4, and S occupancies.

IFC 906.3 / 2006: As indicated in Table 906.3(1), the minimum size extinguisher is a 2A-10BC.

IFC 906.2 2006 General requirements. Portable fire extinguishers shall be selected, installed and maintained in accordance with this section and NFPA 10.

NFPA 7.2.4.1 / 2010: Personnel making manual inspections shall keep records of all fire extinguishers inspected, including those found to require corrective actions.

NFPA 7.2.4.3 / 2010: At least monthly where manual inspections are conducted, the date the manual inspection was performed and the initials of the person performing the inspection shall be recorded.

NFPA 7.2.4.4 / 2010: Where manual inspections are conducted, records for manual

City of Pittsburg  
205 W. 7th ST  
Pittsburg, KS 66762

Violation Notice

Tuesday March 15, 2011

KUTZ, JOHN  
606 B N BROADWAY  
B  
Pittsburg, KS 66762

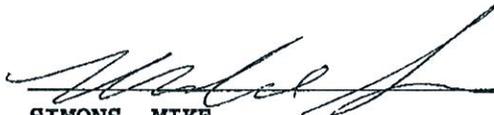
inspections shall be kept on a tag or label attached to the fire extinguisher, on an inspection checklist maintained on file, or by an electronic method.

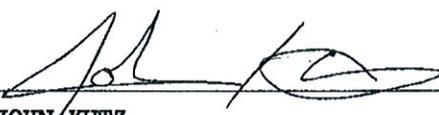
NFPA 7.2.4.5 / 2010: Records shall be kept to demonstrate at least the last 12 monthly inspections have been performed.

NFPA 7.3.1.1.1 / 2010: Fire extinguishers shall be subjected to maintenance at intervals of not more than 1 year, at the time of hydrostatic test, or when specifically indicated by an inspection or electronic notification

A MINIMUM OF ONE 2A 10 BC / 5LB PORTABLE FIRE EXTINGUISHER IS REQUIRED AT THIS LOCATION WHICH INCLUDES THE ANNUAL AND MONTHLY INSPECTIONS AS LISTED ABOVE.

---

  
SIMONS, MIKE  
Inspector

x   
JOHN KUTZ  
Occupant/Owner

City of Pittsburg  
205 W. 7th ST  
Pittsburg, KS 66762

Violation Notice

Tuesday March 15, 2011

KUTZ, JOHN 606 C, D, E, F APARTMENTS  
606 CDEF N BROADWAY  
C,D,E,F  
Pittsburg, KS 66762

An inspection of your facility on Monday March 14, 2011 revealed the violations listed below.

ORDER TO COMPLY: Since these conditions are contrary to law, you must correct them upon receipt of this notice. An inspection to determine compliance with this Notice will be conducted on \_\_\_\_\_ at / / \_\_\_\_\_ :

If you fail to comply with this notice before the reinspection date listed, you may be liable for the penalties provided for by law for such violations.

Violation Code	Article	Division	Page	Count
1026.1 Emergency escape & rescue			0	0
IFC 2006 1026.1: Emergency escape & rescue. In addition to the means of egress required by chapter 10, provisions shall be made for emergency escape and rescue in Group R and I-1 occupancies. Basements and sleeping rooms below the fourth story above grade plane shall have at least one exterior emergency escape and rescue opening in accordance with this section.				
THE EXISTING SECOND FLOOR WINDOWS WILL HINDER THE PROPER EMERGENCY ESCAPE AND RESCUE OF THE OCCUPANTS. THE OWNER HAS STATED IN THE PROPOSED "SCOPE OF WORK" THAT THE FOUR WINDOWS WILL BE REPLACED WITH WINDOWS THAT ALLOW FOR SUCH EMERGENCY ESCAPE AND RESCUE.				
06-MISC GENERAL MISCELANEOUS SAFETY AND FIRE ISSUES			0	0
GENERAL MISCELANEOUS SAFETY AND FIRE ISSUES				
THE OWNER HAS STATED IN THE PROPOSED "SCOPE OF WORK" THAT TWO ELECTRIC HEAT PUMP UNITS WILL BE INSTALLED IN TWO OF THE APARTMENTS. THE INSTALLATION OF THESE TWO UNITS WILL ALLOW FOR THE DISCONNECTION AND REMOVAL OF TWO OF THE EXISTING OLDER GAS WALL UNIT HEATERS.				
907.2.10.1.2 Smoke Detection location R-2, R-3, R-4 & I-1			0	0
IFC 907.2.10.1.2: Groups R-2, R-3, R-4 and I-1. Single or multiple-station smoke alarms shall be installed and maintained in Groups R-2, R-3, R-4 & I-1 regardless of occupant load at all of the following locations:				
1. On the ceiling or wall outside of each separate sleeping area in the				

City of Pittsburg  
205 W. 7th ST  
Pittsburg, KS 66762

Violation Notice

Tuesday March 15, 2011

KUTZ, JOHN 606 C, D, E, F APARTMENTS  
606 CDEF N BROADWAY  
C,D,E,F  
Pittsburg, KS 66762

immediate vicinity of bedrooms

2. In each room used for sleeping purposes.

3. In each story within a dwelling unit, including basements but not including crawl spaces and uninhabitable attics.

SMOKE DETECTION NEEDS TO PROVIDED AND INSTALLED IN EVERY SLEEPING ROOM OF APARTMENTS C, D, E, & F.

THE EXISTING SMOKE DETECTORS LOCATED IN THE STAIRWAY NEED TO BE MAINTAINED AND DOCUMENTATION PROVIDED.

-----  
605.6 Unapproved conditions / open junction boxes

0 0

IFC 2006 / 605.6: Unapproved conditions. Open junction boxes and open-wiring splices shall be prohibited. Approved covers shall be provided for all switch and electrical outlet boxes

THE EXISTING PANELS FOR APARTMENTS C,D,E, & F NEED TO HAVE THE COVERS INSTALLED. ALL UNAPPROVED OPEN SPLICES, KNOCKOUTS, AND CONDUCTORS NEED TO BE INSTALLED AS SPECIFIED IN NFPA 70.

-----  
906.1 Required portable fire extinguishers

0 0

IFC 906.1 / 2006: Portable fire extinguishers shall be installed in the following locations: In new and existing Group A, B, E, F, H, I, M, R-1, R-2, R-4, and S occupancies.

IFC 906.3 / 2006: As indicated in Table 906.3(1), the minimum size extinguisher is a 2A-10BC. All portable fire extinguishers shall be mounted.

IFC 906.2 2006 General requirements. Portable fire extinguishers shall be selected, installed and maintained in accordance with this section and NFPA 10.

NFPA 7.2.4.1 / 2010: Personnel making manual inspections shall keep records of all fire extinguishers inspected, including those found to require corrective actions.

NFPA 7.2.4.3 / 2010: At least monthly where manual inspections are conducted, the date the manual inspection was performed and the initials of the person performing the inspection shall be recorded.

City of Pittsburg  
205 W. 7th ST  
Pittsburg, KS 66762

Violation Notice

Tuesday March 15, 2011

KUTZ, JOHN 606 C, D, E, F APARTMENTS  
606 CDEF N BROADWAY  
C,D,E,F  
Pittsburg, KS 66762

NFPA 7.2.4.4 / 2010: Where manual inspections are conducted, records for manual inspections shall be kept on a tag or label attached to the fire extinguisher, on an inspection checklist maintained on file, or by an electronic method.

NFPA 7.2.4.5 / 2010: Records shall be kept to demonstrate at least the last 12 monthly inspections have been performed.

NFPA 7.3.1.1.1 / 2010: Fire extinguishers shall be subjected to maintenance at intervals of not more than 1 year, at the time of hydrostatic test, or when specifically indicated by an inspection or electronic notification

A MINIMUM OF ONE 2A 10 BC / 5LB PORTABLE FIRE EXTINGUISHER IS REQUIRED AT THIS LOCATION WHICH INCLUDES THE ANNUAL AND MONTHLY INSPECTIONS AS LISTED ABOVE.

THE OWNER HAS STATED IN THE PROPOSED "SCOPE OF WORK" THAT A FIRE EXTINGUISHER SHALL BE INSTALLED AND MAINTAINED.

-----  
1006.1 Illumination of means of egress

0 0

IFC 2006 / 1006.1: Illumination of a means of egress. The means of egress, including the exit discharge, shall be illuminated at all times the building space served by the means of egress is occupied.

IFC 2006 / 1006.3: Illumination emergency power. The power supply for means of egress illumination shall normally be provided by the premises' electrical supply.

In the event of power supply failure, an emergency electrical system shall automatically illuminate the following areas which require two or more exits.

1. Aisles
2. Stairways
3. Corridors
4. Interior exits
5. Exterior landings

IFC 1027.5 2006: Illumination emergency power. The power supply for means of egress illumination shall normally be provided by premises' electrical supply. In the event of power supply failure, illumination shall be automatically provided from an emergency system.

City of Pittsburg  
205 W. 7th ST  
Pittsburg, KS 66762

Violation Notice

Tuesday March 15, 2011

KUTZ, JOHN 606 C, D, E, F APARTMENTS  
606 CDEF N BROADWAY  
C,D,E,F  
Pittsburg, KS 66762

NFPA 101 7.9.3.1.1 / 2010: Testing of required emergency lighting systems shall be permitted to be conducted as follows:

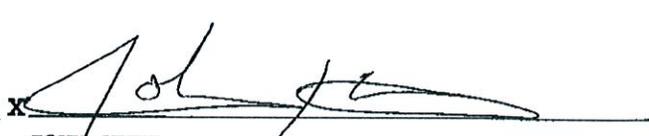
- (1) Functional testing shall be conducted monthly with a minimum of 3 weeks and a maximum of 5 weeks between test, for not less than 30 seconds.
- (3) Functional testing shall be conducted annually for a minimum of 1 1/2 hours if the emergency lighting system is battery powered.

ILLUMINATION OF THE MEANS OF EGRESS STAIRWAY SHALL BE CONSTANT AT ALL TIMES. THIS INCLUDES WHEN PERMANENT POWER IS LOSS. (EMERGENCY BACK UP). THE EXISTING EMERGENCY LIGHTING FIXTURE AT THE TOP OF THE STAIRS IS NOT WORKING AND NEEDS TO BE REPAIRED OR REPLACED. AN ADDITIONAL EMERGENCY LIGHTING FIXTURES NEEDS TO BE INSTALLED AT THE BASE OF THE STAIRWAY. DOCUMENTATION NEEDS TO BE MAINTAINED FOR THE REQUIRED 30 SECOND MONTHLY TEST AND THE 90 MINUTE ANNUAL TEST.

THE OWNER HAS STATED IN THE PROPOSED "SCOPE OF WORK" THAT NEW LIGHTING WILL BE INSTALLED IN THE STAIRWAY.



SIMONS, MIKE  
Inspector



JOHN KUTZ  
Occupant/Owner

**City of Pittsburg  
205 W. 7th ST  
Pittsburg, KS 66762**

**Violation Notice**

**Tuesday March 15, 2011**

**FOUR PAWS THRIFT STORE  
608 N BROADWAY  
Pittsburg, KS 66762**

An inspection of your facility on Monday March 14, 2011 revealed the violations listed below.

ORDER TO COMPLY: Since these conditions are contrary to law, you must correct them upon receipt of this notice. An inspection to determine compliance with this Notice will be conducted on \_\_\_\_\_ at / / \_\_\_\_\_ :

If you fail to comply with this notice before the reinspection date listed, you may be liable for the penalties provided for by law for such violations.

<b>Violation Code</b>	<b>Article</b>	<b>Division</b>	<b>Page</b>	<b>Count</b>
315.2 Combustible storage in equipment rooms			0	0
IFC 315.2: STORAGE IN BUILDINGS: Storage of combustible materials in buildings shall be orderly. Storage shall be separated from heaters or heating devices by distance or shielding so that ignition cannot occur.				
IFC 315.2.1: CEILING CLEARANCE: Storage shall be maintained 2 feet or more below the ceiling in nonsprinklered areas of building or a minimum of 18 inches below sprinkler head deflectors in sprinklered areas of buildings.				
IFC 315.2.2: MEANS OF EGRESS: Combustible materials shall not be stored in exits or exit enclosures.				
IFC 315.2.3: EQUIPMENT ROOMS: Combustible materials shall not be stored in boiler rooms, mechanical rooms, or electrical equipment rooms.				
IFC 315.2.4: ATTIC, UNDER-FLOOR, AND CONCEALED SPACES: Attic, Under-floor and concealed spaces used for storage of combustible materials shall be protected on the storage side of required for 1-hour fire resistance-rated construction. Openings shall be protected by assemblies that are self-closing and are of noncombustible construction or solid wood core not less than 1.75 inches in thickness. Storage shall not be placed on exposed joist.				

- Exceptions: 1, Areas protected by approved automatic sprinkler systems.  
2. Group R-3 and Group U occupancies.

THERE IS AN EXCESS OF COMBUSTIBLE MATERIALS LOCATED IN THE EAST STORAGE ROOM.

City of Pittsburg  
205 W. 7th ST  
Pittsburg, KS 66762

Violation Notice

Tuesday March 15, 2011

FOUR PAWS THRIFT STORE  
608 N BROADWAY  
Pittsburg, KS 66762

-----  
605.5 Extension cords

0 0

INTERNATIONAL FIRE CODE (IFC) 605.5: Extension cords and flexible cords shall not be a substitute for permanent wiring. Extension cords and flexible cords shall not be affixed to structures, extended through walls, ceilings or floors, or under doors or floor coverings, nor shall such cords be subject to environmental damage or physical impact. Extension cords shall be used only with portable appliances.

605.4 Multiplug adapters. Multiplug adapters, such as cube adapters, unfused plug strips or any other device not complying with the ICC Electrical Code shall be prohibited.

605.4.1 Power tap design: Relocatable power taps shall be of the polarized or grounded type, equipped with overcurrent protection, and shall be listed in accordance with UL 1363.

605.4.2 Power supply: Relocatable power taps shall be directly connected to a permanently installed receptacle.

605.4.3 Installation: Relocatable power tap cords shall not extend through walls, ceilings, floors, under doors or floor coverings, or be subject to environmental or physical damage.

1. GENERAL NOTE FOR OCCUPANTS CONCERNING EXTENSION CORDS AND CUBE ADAPTERS. THESE ITEMS ARE PROHIBITED. ONLY MULTI-PLUG STRIPS WITH BUILT IN OVERCURRENT PROTECTION ARE ALLOWED AND MUST BE CONNECTED BY ONE OF THE APPROVED METHODS LISTED ABOVE.

2. THE EXTENSION CORD LOCATED IN THE SOUTHEAST OFFICE THAT IS RUNNING THROUGH THE EAST WALL NEEDS TO BE REMOVED AND A PERMANENT OUTLET INSTALLED.

3. THE EXISTING CORD AND OPEN JUNCTION BOX THAT IS PROVIDING POWER TO THE WALL MOUNTED ATTIC FAN NEEDS TO REMOVED AND REPLACED WITH AN INSTALLATION THAT COMPLIES WITH NFPA 70.

-----

City of Pittsburg  
205 W. 7th ST  
Pittsburg, KS 66762

Violation Notice

Tuesday March 15, 2011

FOUR PAWS THRIFT STORE  
608 N BROADWAY  
Pittsburg, KS 66762

906.1 Required portable fire extinguishers 0 0

IFC 906.1 / 2006: Portable fire extinguishers shall be installed in the following locations: In new and existing Group A, B, E, F, H, I, M, R-1, R-2, R-4, and S occupancies.

IFC 906.3 / 2006: As indicated in Table 906.3(1), the minimum size extinguisher is a 2A-10BC.

IFC 906.2 2006 General requirements. Portable fire extinguishers shall be selected, installed and maintained in accordance with this section and NFPA 10.

NFPA 7.2.4.1 / 2010: Personnel making manual inspections shall keep records of all fire extinguishers inspected, including those found to require corrective actions.

NFPA 7.2.4.3 / 2010: At least monthly where manual inspections are conducted, the date the manual inspection was performed and the initials of the person performing the inspection shall be recorded.

NFPA 7.2.4.4 / 2010: Where manual inspections are conducted, records for manual inspections shall be kept on a tag or label attached to the fire extinguisher, on an inspection checklist maintained on file, or by an electronic method.

NFPA 7.2.4.5 / 2010: Records shall be kept to demonstrate at least the last 12 monthly inspections have been performed.

NFPA 7.3.1.1.1 / 2010: Fire extinguishers shall be subjected to maintenance at intervals of not more than 1 year, at the time of hydrostatic test, or when specifically indicated by an inspection or electronic notification

A MINIMUM OF ONE 2A 10 BC / 5LB PORTABLE FIRE EXTINGUISHER IS REQUIRED AT THIS LOCATION WHICH INCLUDES THE ANNUAL AND MONTHLY INSPECTIONS AS LISTED ABOVE. THE OCCUPANT MAY BE RESPONSIBLE FOR PROVIDING THIS PORTABLE FIRE EXTINGUISHER.

  
SIMONS, MIKE  
Inspector

X   
JOHN KUTZ  
Occupant/Owner