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CITY OF PITTSBURG, KANSAS
SPECIAL COMMISSION AGENDA
Tuesday, December 17, 2013
5:30 PM

A Special Meeting of the Pittsburg City Commission is called to be held at 5:30 p.m. on Tuesday, December 17th, 2013, in the City Commission Room, located in the Law Enforcement Center at 201 North Pine, specifically to (1) consider approval of the Consent Agenda consisting of (a) approval of the minutes of the regular meeting of December 10th, 2013; (b) approval of Cereal Malt Beverage license applications; (c) approval of Change Order No. 1 and final payment on the ADA Ramp Construction Project; (d) award of the bid for Parks and Recreation tee shirts; (e) award of the bid for two mailing machines; (f) approval of the purchase of a truck; (g) approval of a Security Agreement with Landmark National Bank; (h) approval of an Operating Agreement with Municipal Consulting, LLC; and (i) approval of the Appropriation Ordinance; (2) Receive Special Presentations consisting of (a) presentation from the Director of Economic Development; (b) presentation from Public Utilities Staff; (3) Conduct an Executive Session; and (4) Consider items including (a) approval of Ordinance No. S-1011; (b) approval of Resolutions regarding concealed handguns in certain City facilities.

CONSENT AGENDA:

- a. Approval of the December 10, 2013, City Commission Meeting minutes.
- b. Approval of the applications submitted by Pittsburg Shell (1117 West 4th Street), Snak Atak #5 (1101 East 4th Street), Horton's Pizza Plus (1601 East 4th Street), El Caballo De Oro (402 South Broadway), Kwik Stop #5 (302 West 4th Street), Knights of Columbus (407 East 11th Street), and Sodexo (302 East Cleveland) to sell Cereal Malt Beverages for the year 2014 and direct the City Clerk to issue the licenses.
- c. Approval of Change Order No. 1 reflecting an increase of \$27,260.90 making a new contract construction amount of \$206,059.90 and final payment in the amount of \$78,848.59 to Sprouls Construction, Inc., of Lamar, Missouri, for the ADA Ramp Construction Project on Walnut Street (Quincy to 3rd) and on Joplin Street (4th to 6th and 9th to 20th).
- d. Award of Parks and Recreation Tee Shirt Bid to SP Designs & MFG, Inc. of 1215 SE 10th Street, Cape Coral, FL 33990 for 2014 and 2015.

CITY OF PITTSBURG, KANSAS
SPECIAL COMMISSION AGENDA
Tuesday, December 17, 2013
5:30 PM

- e. Approval of staff recommendation to award the bid for a new four-year lease for two mailing machines to OME Corp. LLC, based on their low bid amount of \$249.21 per month (\$2,990.52 annual).
- f. Approval of Finance staff request to purchase (1) 2014 Ford F150 1/2 ton truck utilizing the State of Kansas vehicle purchasing contract from Pittsburg Ford for a total purchase price of \$17,685.00.
- g. Approval of a standard Security Agreement between the City of Pittsburg and Landmark National Bank and to allow Landmark National Bank to become eligible to bid on the City's investments, and authorization for the Mayor to sign the agreement on behalf of the City.
- h. Approval of an Operating Agreement between The City of Pittsburg and Municipal Consulting, LLC, in the amount of \$2,950, in which Municipal Consulting, LLC, will conduct a regional business climate survey and, if approved, authorize the Mayor to sign the Operating Agreement on behalf of the City.
- i. Approval of the Appropriation Ordinance for the period ending December 17, 2013, subject to the release of HUD expenditures when funds are received. **ROLL CALL VOTE.**

SPECIAL PRESENTATIONS:

- a. ECONOMIC DEVELOPMENT UPDATE - Director of Economic Development Blake Benson will provide an update on Economic Development in Pittsburg. **Receive for file.**
- b. CITY'S WASTEWATER COLLECTION SYSTEM - Public Utilities Staff will provide a presentation regarding inappropriate materials being placed in the City's Wastewater Collection System with the intent of making the City Commission and the general public aware of the problems created within the collection system and treatment facility.

CITY OF PITTSBURG, KANSAS
SPECIAL COMMISSION AGENDA
Tuesday, December 17, 2013
5:30 PM

EXECUTIVE SESSION:

- a. EXECUTIVE SESSION - An Executive Session is necessary for discussion regarding matters relating to security measures that protect public buildings and facilities. **Motion to recess into Executive Session for approximately 45 minutes for discussion regarding matters relating to security measures that protect public buildings and facilities.**

CONSIDER THE FOLLOWING:

- a. ORDINANCE NO. S-1011 - Approval of Ordinance No. S-1011, fixing the salary and compensation of the officers and employees of the City of Pittsburg, Kansas. **First and only reading, if the Governing Body concurs.**
- b. RESOLUTIONS – Consider adopting Resolutions authorizing the City to continue to ban the carrying of concealed handguns in certain City facilities.

ADJOURNMENT



Daron Hall, City Manager

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
December 10th, 2013

A Regular Session of the Board of Commissioners was held at 5:30 p.m., on Tuesday, December 10th, 2013, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor Michael Gray presiding and the following members present: John Ketterman, Chuck Munsell, Monica Murnan and Patrick O'Bryan.

Mike Hart of the Trinity Baptist Church provided the invocation.

Mayor Gray led the flag salute.

APPROVAL OF MINUTES – NOVEMBER 26th, 2013 - On motion of O'Bryan, seconded by Munsell, the Governing Body approved the November 26th, 2013, City Commission Meeting minutes as submitted. Motion carried.

HIKING/BIKING TRAIL – PHASES 1 AND 2 – On motion of O'Bryan, seconded by Munsell, the Governing Body approved the acceptance of a project that includes the completion of Phase 1 and Phase 2 of the hiking/biking trail that will start at 11th and Broadway and continue through Schlanger Park and authorized the Mayor to sign KDOT Form 1302 Request for Construction Project. Motion carried.

LEAGUE OF KANSAS MUNICIPALITIES DUES – On motion of O'Bryan, seconded by Munsell, the Governing Body approved the 2014 dues to the League of Kansas Municipalities in the amount of \$7,352.44. Motion carried.

WATER AND SEWER OUTSIDE CITY LIMITS – On motion of O'Bryan, seconded by Munsell, the Governing Body approved the applications submitted by Mylan L. and Paula A. Williams for water and sewer service outside the City limits to property located at 818 South 200th Street. Motion carried.

CEREAL MALT BEVERAGE LICENSES – On motion of O'Bryan, seconded by Munsell, the Governing Body approved the applications submitted by Dillons (2600 North Broadway), Walgreens (1911 North Broadway), Pizza Hut (102 East Quincy), Casey's General Store (612 South Broadway), Casey's General Store (2912 North Broadway), and Casey's General Store (434 West 4th Street) to sell Cereal Malt Beverages for the year 2014 and directed the City Clerk to issue the licenses. Motion carried.

DISPOSITION OF BIDS – WASTEWATER TREATMENT PLANT CLARIFIER REPAIR – On motion of O'Bryan, seconded by Munsell, the Governing Body approved staff recommendation to award the bid for repairs to the Wastewater Treatment Plant clarifiers to Unique Metal Fabrications, Inc., of Pittsburg, Kansas, based on their low bid of \$142,000.00 and authorized the issuance of the necessary purchase requisition for this work. Motion carried.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
December 10th, 2013

DISPOSITION OF BIDS – UNLEADED GASOLINE AND DIESEL FUEL – On motion of O'Bryan, seconded by Munsell, the Governing Body approved staff recommendation to award the bid for the annual purchase of unleaded gasoline and diesel fuel to Producers Cooperative Association, of Girard, Kansas, in the amount of \$0.004 per gallon above base price for both unleaded and diesel fuel and \$0.0775 per gallon above base price for the small fuel tanks located at various facilities. Motion carried.

DISPOSITION OF BIDS – EXCLUSIVE CONTRACT TOWING SERVICES – On motion of O'Bryan, seconded by Munsell, the Governing Body approved staff recommendation to award the bid for Exclusive Contract Towing Services to Bean's Towing and Auto Body for the period of January 1, 2014, through December 31, 2015, based on their low bid of \$85 per tow and \$15 per day storage. Motion carried.

APPOINTMENT TO ECONOMIC DEVELOPMENT ADVISORY COMMITTEE – On motion of O'Bryan, seconded by Munsell, the Governing Body approved staff request to appoint Jim Hoskins to a first three-year term as a member of the Economic Development Advisory Committee (EDAC) effective January 1, 2014, and to expire on December 31, 2016. Motion carried.

SOUTHEAST KANSAS RECYCLING CENTER LOAN EXTENSION – On motion of O'Bryan, seconded by Munsell, the Governing Body approved the Economic Development Advisory Committee's (EDAC) recommendation to grant the Southeast Kansas Recycling Center an extension until November 1, 2014, to make its scheduled 2013 and 2014 loan payments to the Revolving Loan Fund (RLF). Motion carried.

KENDALL PACKAGING LOAN THRESHOLD EXTENSION – On motion of O'Bryan, seconded by Munsell, the Governing Body approved the Economic Development Advisory Committee's (EDAC) recommendation to grant Kendall Packaging an extension until June 1, 2014, to reach its five-year goal for loan forgiveness, with the condition if the loan forgiveness threshold is not met, Kendall Packaging will be required to make the 2013 and 2014 loan payments back to the Revolving Loan Fund (RLF). Motion carried.

APPROPRIATION ORDINANCE – On motion of O'Bryan, seconded by Munsell, the Governing Body approved the Appropriation Ordinance for the period ending November 26th, 2013, subject to the release of HUD expenditures when funds are received, with the following roll call vote: Yea: Gray, Ketterman, Munsell, Murnan and O'Bryan. Motion carried.

ORDINANCE NO. G-1197 – On motion of Murnan, seconded by O'Bryan, the Governing Body approved Ordinance No G-1197, amending Section 78-114 of the Pittsburg City Code to restrict parking on the south side of 2nd Street from Pine Street west to the alley and to allow unrestricted parking on the north side of 2nd Street from Broadway Street to Pine Street, on first and only reading. Motion carried.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
December 10th, 2013

COMMUNITIES OF DISTINCTION VIDEO - Director of Innovation Jay Byers and former City Commissioner Marty Beezley presented the Communities of Distinction Video for the City of Pittsburg.

EPA COMPLIANCE MANDATES - Public Utilities Director John Bailey provided an update to the City Commission as to the Environmental Protection Agency's compliance mandates for inflow/infiltration.

PUBLIC HEARING - 2013 BUDGET AMENDMENT - Following Public Hearing, on motion of Ketterman, seconded by Munsell, the Governing Body approved the amended use of funds in the 2013 budget. Motion carried.

CONDITIONAL USE REQUEST – On motion of Murnan, seconded by O'Bryan, the Governing Body approved the recommendation of the Planning and Zoning Commission to deny the request submitted by Mandy Commons for a Conditional Use under the provisions of Article 30 of the Pittsburg Zoning Ordinance to allow chickens to be housed at her residence located at 1909 South Stilwell. Motion carried.

REQUEST TO REZONE – On motion of O'Bryan, seconded by Murnan, the Governing Body approved the recommendation of the Planning and Zoning Commission to grant the request submitted by Hammond Jones Development, Austin, Texas, to rezone 2010 South Rouse from CP-2 Planned General Commercial to RP-4 Planned Apartment House District to allow for the future construction of an apartment complex. Motion carried.

AUSTERMAN CONSTRUCTION PROJECT – On motion of Ketterman, seconded by Munsell, the Governing Body approved the Economic Development Advisory Committee's (EDAC) recommendation to grant a request submitted by Austerman Construction to utilize funds in an amount not to exceed \$25,000 from the Revolving Loan Fund (RLF) to assist with the cost associated with the installation of a sprinkler system in their building located in the Northeast Industrial Park, with the condition that if two additional jobs are not created by Austerman Construction by November 1, 2015, they will be required to repay the City's investment in the sprinkler system project. Motion carried.

FARMERS MARKET FORGIVABLE LOAN – On motion of Munsell, seconded by O'Bryan, the Governing Body approved staff recommendation to approve a forgivable loan from the Revolving Loan Fund (RLF) in the amount of \$41,000 to the Pittsburg Farmer's Market to help construct a new facility near Tenth and Broadway Streets. Motion carried.

AIRPORT FEES AND CHARGES – On motion of O'Bryan, seconded by Ketterman, the Governing Body approved staff recommendation to raise the hangar fees for single and twin engine hangars by \$15 per month and lower the fees for 100LL fuel to \$0.75 above the City's cost for both local and non-local users of the Atkinson Municipal Airport.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
December 10th, 2013

NON-AGENDA REPORTS & REQUESTS –

EVERYBODY PLAYS PLAYGROUND - Director of Parks and Recreation Kim Vogel announced that the Kansas Health Foundation has awarded a grant in the amount of \$25,000 to the City for a handicapped accessible playground to be located in Schlanger Park.

STREET CLEARING - Commissioner O'Bryan thanked the street crews for clearing the streets following the recent snow storm.

EXECUTIVE SESSION - On motion of O'Bryan, seconded by Murnan, the Governing Body recessed into Executive Session not to exceed 45 minutes for preliminary discussion regarding the acquisition of real property and matters relating to security measures that protect public buildings and facilities. Motion carried.

The Governing Body recessed into Executive Session at 6:22 p.m.

The Governing Body reconvened into Regular Session at 7:04 p.m.

On motion of Munsell, seconded by Ketterman, the Executive Session adjourned.

Mayor Gray announced that no decisions were made and no votes were taken during the Executive Session.

EXECUTIVE SESSION - On motion of Ketterman, seconded by Munsell, the Governing Body recessed into Executive Session not to exceed 30 minutes for discussion regarding matters relating to security measures that protect public buildings and facilities. Motion carried.

The Governing Body recessed into Executive Session at 7:05 p.m.

The Governing Body reconvened into Regular Session at 7:34 p.m.

On motion of O'Bryan, Seconded by Gray, the Executive Session adjourned.

Mayor Gray announced that no decisions were made and no votes were taken during the Executive Session.

EXECUTIVE SESSION - On motion of Gray, seconded by O'Bryan, the Governing Body recessed into Executive Session not to exceed 20 minutes for discussion regarding matters relating to security measures that protect public buildings and facilities. Motion carried.

The Governing Body recessed into Executive Session at 7:34 p.m.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
December 10th, 2013

The Governing Body reconvened into Regular Session at 7:54 p.m.

Mayor Gray announced that no decisions were made and no votes were taken during the Executive Session.

ADJOURNMENT: On motion of O'Bryan, seconded by Ketterman, the Governing Body adjourned the meeting at 7:55 p.m. Motion carried.

Michael E. Gray, Mayor

ATTEST:

Tammy Nagel, City Clerk



DEPARTMENT OF PUBLIC WORKS

201 West 4th Street · Pittsburg KS 66762

(620) 231-4170

www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: WILLIAM A. BEASLEY
Director of Public Works

DATE: December 10, 2013

SUBJECT: Agenda Item – December 17, 2013
Final Payment and Change Order No. 1
ADA Ramp Construction
Walnut Street (Quincy to 3rd) and Joplin Street (4th to 6th and 9th to 20th)

Sprouls Construction, Inc. has completed all work on the above-referenced project and is now requesting final payment in the amount of \$78,848.59. The contractor has also submitted a change order for consideration. This change order provides for quantity adjustments and for additional work not included in the original scope of work. These change order items include:

- 1) Concrete valley gutters installed in Joplin Street at the intersections of 14th Street and 17th Street;
- 2) Additional concrete placement to match the elevation of the concrete entrance into the antique shop at 16th and Joplin;
- 3) A new storm sewer inlet to improve the drainage in front of the ADA ramp at Washington and Walnut; and,
- 4) A small retaining wall along the sidewalk on Quincy Street at Walnut Street, which had to be replaced to comply with the minimum slope requirements for ADA accessibility.

MEMO TO: DARON HALL
DECEMBER 10, 2013
PAGE TWO

This change order reflects an increase of \$27,260.90 making a new contract construction amount of \$206,059.90. This project is being funded through the street sales tax funds.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, December 17, 2013. Action necessary will be approval or disapproval of Change Order No. 1 reflecting an increase of \$27,260.90 and final payment due the contractor in the amount of \$78,848.59.

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

Attachment Final Payment and Change Order Documents

**PARTIAL PAYMENT APPLICATION
No. 3 FINAL**

Contract	\$206,059.90
% Complete	

Work Accomplished Thru **September 20, 2013**

To **CITY of PITTSBURG KANSAS**

Contract for **ADA Ramps on Joplin & Walnut Streets in City of Pittsburg, Kansas**

(Contractor) **Srouls Construction, Inc. - 397 W DD Hwy - Lamar, MO 64759**

SCI Job # 13c005

No.	ITEMS	Units	Unit Prices	Total	Work Completed Prior to Application		Work Completed This Period		Completed and Stored to Date		
					Quantity	Amount	Quantity	Amount	Quantity	Amount	%
1	Mobilization	1 LS	\$ 8,000.00	\$ 8,000.00	1	\$ 8,000.00		\$ -	1	\$ 8,000.00	100%
2	Traffic Control	1 LS	\$ 4,000.00	\$ 4,000.00	1	\$ 4,000.00		\$ -	1	\$ 4,000.00	100%
3	Site restoration/seeding	1 LS	\$ 4,000.00	\$ 4,000.00	0.75	\$ 3,000.00	0.25	\$ 1,000.00	1	\$ 4,000.00	100%
4	Concrete Sidewalk	483 SY	\$ 50.00	\$ 24,150.00	483	\$ 24,150.00	413.57	\$ 20,678.50	896.57	\$ 44,828.50	186%
5	Concrete Ramps	791 SY	\$ 100.00	\$ 79,100.00	542.7	\$ 54,270.00	165.48	\$ 16,548.00	708.18	\$ 70,818.00	90%
6	Concrete Curb and Gutter	1267 LF	\$ 47.00	\$ 59,549.00	1019.7	\$ 47,925.90	212.5	\$ 9,987.50	1232.2	\$ 57,913.40	97%
	original contract sub totals			\$ 178,799.00		\$ 141,345.90		\$ 48,214.00		\$ 189,559.90	106%
	Gutter Crossing @ 14th & 17th st's slab replacement on SW corner of store @ 16th street	1 ls	\$ 11,000.00	\$ 11,000.00		\$ -	1	\$ 11,000.00	1	\$ 11,000.00	100%
	retro fit ADA panel supplied & installed on existing sidewalk at 13th street	1 ls	\$ 200.00	\$ 200.00		\$ -	1	\$ 200.00	1	\$ 200.00	100%
	retainer wall @ NE corner of curb inlet box w/ grate & frame, and modifications to existing storm drain box	1 ls	\$ 1,100.00	\$ 1,100.00		\$ -	1	\$ 1,100.00	1	\$ 1,100.00	100%
	Additional Work Sub Totals			\$ 16,500.00		\$ -		\$ 16,500.00		\$ 16,500.00	100%
	Project Total			\$ 195,299.00		\$ 141,345.90		\$ 64,714.00		\$ 206,059.90	106%

* Remarks

Total billing with as built quantities, additional work items and zero out retainage.

Value of Completed Work	\$ 206,059.90
10% retainage	
Total Amount Due to Date	\$ 206,059.90
Less Previous Payment	\$ 127,211.31
Net Amount Due This Estimate	\$ 78,848.59

Contractors Certification:

The undersigned CONTRACTOR certifies that to the best of his knowledge, information, and belief, the WORK covered by this Application for Payment has been completed in accordance with the Contract Documents, Plans & Specifications and that all amounts have been paid by him for WORK which previous Certificates for Payment were issued and payments received from the OWNER, and that current payment shown herein is now due.

I hereby declare that I have not, during the period covered by this Application, performed any work, furnished any material, sustained any loss, damage, or delay for any reason, including soil conditions encountered or created, or otherwise done anything for which I shall ask, demand, sue for, or claim compensation from the OWNER or its agents, and the OWNER's ENGINEER or its agents, in addition to the regular items set forth in the Contract as dated above executed between myself and the OWNER, and in the CHANGE ORDERS for work issued by the OWNER in writing as provided thereunder, except as I hereby make claim for additional compensation and/or extension of time, as set forth on the itemized statement attached hereto. There ~~is~~ is not an itemized statement attached. (STRIKE ONE)

SUBMITTED :  Date: December 9, 2013
 Doug Sprouls, Project Manager Sprouls Construction, Inc.

REVIEWED BY: _____ Date: _____
 Jacob Reagan, Inspector for City of Pittsburg

APPROVED FOR PAYMENT : _____ Date: _____
 Bill Beasley, Director of Public Works, City of Pittsburg



ADA Ramp Construction
 Walnut Street (Quincy to 3rd); Joplin Street (4th to 6th); Joplin Street (9th to 20th)
Change Order No. 1

CONTRACTOR: Sprouls Construction, Inc. Date: December 10, 2013
 397 W. DD Hwy.
 Lamar, Missouri 64759

ORIGINAL CONTRACT CONSTRUCTION AMOUNT.....	\$ 178,799.00
CHANGE ORDER NO. 1 DATED 12-10-2013.....	\$ 27,260.90
NEW CONTRACT CONSTRUCTION AMOUNT.....	\$ 206,059.90

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
4	Concrete Sidewalk	413.57	SY	\$ 50.00	\$ 20,678.50
5	Concrete Ramps	82.82	SY	\$ 100.00	\$ (8,282.00)
6	Concrete Curb and Gutter	34.8	LF	\$ 47.00	\$ (1,635.60)
ADD	Gutter Crossing @ 14th Street and 17th Street	1	LS	\$ 11,000.00	\$ 11,000.00
ADD	Slab Replacement on SW Corner of Store @ 16th Street	1	LS	\$ 200.00	\$ 200.00
ADD	Retro Fit ADA Panel Supplied and Installed on Existing Sidewalk at 13th Street	1	LS	\$ 200.00	\$ 200.00
ADD	Retainer Wall @ NE Corner of	1	LS	\$ 1,100.00	\$ 1,100.00
ADD	Curb Inlet Box w/Grate and Frame, and Modifications to Existing Storm Drain Box	1	LS	\$ 4,000.00	\$ 4,000.00

TOTAL CHANGE ORDER NO. 1.....	\$ 27,260.90
NEW CONTRACT CONSTRUCTION AMOUNT.....	\$ 206,059.90
ENGINEERING AND INSPECTION (10%).....	\$ -
LEGAL AND ADMINISTRATIVE (5%).....	\$ -
NEW PROJECT TOTAL.....	\$ 206,059.90

ACCEPTED BY: Sprouls Construction, Inc.
DATE: Dec. 10, 2013

SUBMITTED BY: Jacob Reagan, Engineering Tech, City of Pittsburg
 _____ DATE: _____

APPROVED BY: William A. Beasley, Director of Public Works, City of Pittsburg
 _____ DATE: _____

DATE OF APPROVAL BY CITY COMMISSION: _____



DEPARTMENT OF PUBLIC WORKS
 201 W. 4th Street • Pittsburg KS 66762

FINAL PAYMENT DUE CONTRACTOR

PROJECT: ADA RAMP CONSTRUCTION
 WALNUT STREET (QUINCY TO 3RD)
 JOPLIN STREET (4TH TO 6TH)
 JOPLIN STREET (9TH TO 20TH) Date: December 10, 2013

CONTRACTOR: Sprouls Construction, Inc.
 397 W. DD Hwy.
 Lamar, MO 64759

ORIGINAL CONTRACT CONSTRUCTION AMOUNT.....	\$ 178,799.00
CHANGE ORDER NO. <u>1</u> DATED <u>12-10-2013</u>	\$ 27,260.90
CHANGE ORDER NO. <u> </u> DATED <u> </u>	\$ -
CHANGE ORDER NO. <u> </u> DATED <u> </u>	\$ -
CHANGE ORDER NO. <u> </u> DATED <u> </u>	\$ -
TOTAL CONSTRUCTION COST	\$ 206,059.90
Less Previous Payments.....	\$ 127,211.31
BALANCE DUE CONTRACTOR (FINAL PAYMENT)	\$ 78,848.59

ACCEPTED BY: Sprouls Construction, Inc.
DATE: Dec 10, 2013

SUBMITTED BY: Jacob Reagan, Engineering Technician, City of Pittsburg
 _____ DATE: _____

APPROVED BY: William A. Beasley, Director of Public Works, City of Pittsburg
 _____ DATE: _____

DATE OF APPROVAL BY CITY COMMISSION: _____

Policy & Research
915 SW Harrison St
Topeka KS 66612-1588

Nick Jordan, Secretary
Richard Cram, Director



Department of Revenue

Phone: 785-296-3081
FAX: 785-296-7928
www.ksrevenue.org

Sam Brownback, Governor

STATE OF KANSAS PROJECT COMPLETION CERTIFICATION

TO: City of Pittsburg

Name of Entity to whom Project Exemption Certificate was Issued

201 W 4th St

Pittsburg

KS

66762

Street Address

City

State

Zip Code

This is to certify, to the best of my knowledge and belief, that all materials purchased under **Exemption Certificate Number 0000037384**, issued by the Kansas Department of Revenue, were incorporated into the building or project for which the exemption was issued and were entitled to an exemption pursuant to K.S.A. 79-3606(c), (d), (e), (xx), (aaa), (ccc), (iii), (qqq), (sss), (lll), (uuu), (xxx) and (yyy) as amended.

Sprouls Construction, Inc.

Contractor / Subcontractor

397 W. DD Hwy.

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

Lamar, Missouri 64759

City, State Zip

Dwight Sprouls President

12-10-13

Signature and Title of Authorized Representative

Date

INSTRUCTIONS

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

PR-77 (Rev. 05/07)

INTEROFFICE MEMORANDUM

To: Daron Hall, City Manager
From: Kim Vogel, Director of Parks and Recreation
CC: Tammy Nagel, City Clerk
Date: December 11, 2013
Subject: December 17, 2013 Agenda Item
Tee Shirt Bids

Pittsburg Parks and Recreation Department received bids for their 2014 and 2015 tee shirts. These shirts are used in programming, marketing and as staff shirts throughout the year. 9 bids were received and opened on December 3, 2013.

Based on low bid meeting specifications staff is recommending the award of their shirts to SP Designs & MFG, Inc. located at 1215 SE 10th Street, Cape Coral, FL 33990. SP Designs & MFG, Inc. came in with the lowest shirt price along with no art charge, screen charge, or delivery charge and only needed a two week turn around for orders.

The Parks and Recreation Department, has in the past, worked with out of state vendors for t-shirt under a two year contract and they did not have issues with meeting our delivery deadlines.

Prices quoted by SP Designs & MFG, Inc. for our most ordered shirts (2 color front design) are lower than our current vendor's contracted price by \$0.73 per shirt.

All bid sheets are attached for you to review.

In this regard would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, December 17, 2013? Action necessary is the award of the 2014 & 2015 tee shirt bid.

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

NAME AND ADDRESS OF BIDDER: DT Sportswear, 1060 N. Hwy. 69, Frontenac, KS 66763

ART CHARGE: \$5.00

SCREEN CHARGE: N/A

REORDER (ADD ON) CHARGE: N/A

DELIVERY CHARGE: N/A

SHIRT TYPE	2 COLOR			3 COLOR			4 COLOR		
	YXS-YXL	AS-AXL	XXL-XXXL	YXS-YXL	AS-AXL	XXL-XXXL	YXS-YXL	AS-AXL	XXL-XXXL
<u>GILDAN 50/50 BLEND</u> WHITE	\$ 5.00	\$ 5.25	\$ 7.25	\$ 5.50	\$ 5.75	\$ 7.75	\$ 7.00	\$ 7.50	\$ 9.50
<u>GILDAN 50/50 BLEND</u> ASH	\$ 5.25	\$ 5.50	\$ 7.50	\$ 5.75	\$ 6.00	\$ 8.00	\$ 7.25	\$ 7.75	\$ 9.75
<u>GILDAN 50/50 BLEND</u> PRIMARY	\$ 5.75	\$ 6.00	\$ 8.00	\$ 6.25	\$ 6.50	\$ 8.50	\$ 7.75	\$ 8.50	\$ 10.50
<u>100% POLYESTER PERFORMANCE</u> WHITE	\$ 7.00	\$ 7.25	\$ 9.25	\$ 7.50	\$ 7.75	\$ 9.75	\$ 9.00	\$ 9.50	\$ 11.50
<u>100% POLYESTER PERFORMANCE</u> ASH	\$ 7.25	\$ 7.50	\$ 9.50	\$ 7.75	\$ 8.00	\$ 10.00	\$ 9.25	\$ 9.75	\$ 11.75
<u>100% POLYESTER PERFORMANCE</u> PRIMARY	\$ 7.75	\$ 8.00	\$ 10.00	\$ 8.25	\$ 8.50	\$ 10.50	\$ 9.75	\$ 10.50	\$ 12.50
<u>POLYESTER SPORTS SHIRT</u> WHITE	\$ 16.00	\$ 16.00	\$ 18.00	\$ 17.00	\$ 17.00	\$ 19.00	\$ 18.00	\$ 18.00	\$ 20.00
<u>POLYESTER SPORT SHIRT</u> ASH	\$ 16.00	\$ 16.00	\$ 18.00	\$ 17.00	\$ 17.00	\$ 19.00	\$ 18.00	\$ 18.00	\$ 20.00
<u>POLYESTER SPORTS SHIRT</u> PRIMARY	\$ 16.00	\$ 16.00	\$ 18.00	\$ 17.00	\$ 17.00	\$ 19.00	\$ 18.00	\$ 18.00	\$ 18.00

NAME AND ADDRESS OF BIDDER: Edwards Screen Printing, 203 S. Hickory, Frontenac, KS 66763

ART CHARGE: N/A

SCREEN CHARGE: N/A

REORDER (ADD ON) CHARGE: N/A

DELIVERY CHARGE: N/A

SHIRT TYPE	2 COLOR			3 COLOR			4 COLOR		
	YXS-YXL	AS-AXL	XXL-XXXL	YXS-YXL	AS-AXL	XXL-XXXL	YXS-YXL	AS-AXL	XXL-XXXL
<u>GILDAN 50/50 BLEND</u> WHITE	\$ 3.60	\$ 3.60	\$ 4.60	\$ 4.60	\$ 4.60	\$ 5.60	\$ 5.60	\$ 5.60	\$ 6.60
<u>GILDAN 50/50 BLEND</u> ASH	\$ 4.50	\$ 4.50	\$ 5.50	\$ 5.50	\$ 5.50	\$ 6.50	\$ 6.50	\$ 6.50	\$ 7.50
<u>GILDAN 50/50 BLEND</u> PRIMARY	\$ 5.50	\$ 5.50	\$ 7.50	\$ 6.50	\$ 6.50	\$ 8.50	\$ 7.50	\$ 7.50	\$ 9.50
<u>100% POLYESTER PERFORMANCE</u> WHITE	\$ 8.00	\$ 8.00	\$ 10.00	\$ 9.00	\$ 9.00	\$ 11.00	\$ 10.00	\$ 10.00	\$ 12.00
<u>100% POLYESTER PERFORMANCE</u> ASH	\$ 8.50	\$ 8.50	\$ 10.50	\$ 9.50	\$ 9.50	\$ 11.50	\$ 10.50	\$ 10.50	\$ 12.50
<u>100% POLYESTER PERFORMANCE</u> PRIMARY	\$ 8.50	\$ 8.50	\$ 10.50	\$ 9.50	\$ 9.50	\$ 11.50	\$ 10.50	\$ 10.50	\$ 12.50
<u>POLYESTER SPORTS SHIRT</u> WHITE	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
<u>POLYESTER SPORT SHIRT</u> ASH	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
<u>POLYESTER SPORTS SHIRT</u> PRIMARY	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID

NAME AND ADDRESS OF BIDDER: Express Press, 1860 E. St. Louis Street, Springfield, MO 65802

ART CHARGE: \$0

SCREEN CHARGE: \$0

REORDER (ADD ON) CHARGE: \$0

DELIVERY CHARGE: Free Shipping All Orders Over \$75

SHIRT TYPE	2 COLOR			3 COLOR			4 COLOR		
	YXS-YXL	AS-AXL	XXL-XXXL	YXS-YXL	AS-AXL	XXL-XXXL	YXS-YXL	AS-AXL	XXL-XXXL
<u>GILDAN 50/50 BLEND</u> WHITE	\$ 2.98	\$ 2.98	\$ 4.08	\$ 3.48	\$ 3.48	\$ 4.58	\$ 3.98	\$ 3.98	\$ 5.08
<u>GILDAN 50/50 BLEND</u> ASH	\$ 3.49	\$ 3.49	\$ 4.99	\$ 3.99	\$ 3.99	\$ 5.49	\$ 4.49	\$ 4.49	\$ 5.99
<u>GILDAN 50/50 BLEND</u> PRIMARY	\$ 3.89	\$ 3.89	\$ 5.89	\$ 4.39	\$ 4.39	\$ 6.39	\$ 4.89	\$ 4.89	\$ 6.89
<u>100% POLYESTER PERFORMANCE</u> WHITE	\$ 4.89	\$ 5.53	\$ 6.78	\$ 5.39	\$ 6.03	\$ 7.28	\$ 5.89	\$ 6.53	\$ 7.78
<u>100% POLYESTER PERFORMANCE</u> ASH	\$ 4.89	\$ 5.53	\$ 6.78	\$ 5.39	\$ 6.03	\$ 7.28	\$ 5.89	\$ 6.53	\$ 7.78
<u>100% POLYESTER PERFORMANCE</u> PRIMARY	\$ 4.89	\$ 5.53	\$ 6.78	\$ 5.39	\$ 6.03	\$ 7.28	\$ 5.89	\$ 6.53	\$ 7.78
<u>POLYESTER SPORTS SHIRT</u> WHITE	\$ 11.98	\$ 11.98	\$ 16.23	\$ 12.48	\$ 12.48	\$ 16.73	\$ 12.98	\$ 12.98	\$ 17.23
<u>POLYESTER SPORT SHIRT</u> ASH	\$ 11.98	\$ 11.98	\$ 16.23	\$ 12.48	\$ 12.48	\$ 16.73	\$ 12.98	\$ 12.98	\$ 17.23
<u>POLYESTER SPORTS SHIRT</u> PRIMARY	\$ 11.98	\$ 11.98	\$ 16.23	\$ 12.48	\$ 12.48	\$ 16.73	\$ 12.98	\$ 12.98	\$ 17.23

NAME AND ADDRESS OF BIDDER: Extremely Outrageous Creations (New Hope EOC), 2702 N. Joplin, Pittsburg, KS 66762

ART CHARGE: N/A

SCREEN CHARGE: N/A

REORDER (ADD ON) CHARGE: N/A

DELIVERY CHARGE: N/A

SHIRT TYPE	2 COLOR			3 COLOR			4 COLOR		
	YXS-YXL	AS-AXL	XXL-XXXL	YXS-YXL	AS-AXL	XXL-XXXL	YXS-YXL	AS-AXL	XXL-XXXL
<u>GILDAN 50/50 BLEND</u> WHITE	\$ 5.75	\$ 5.75	\$ 7.75	\$ 7.50	\$ 7.50	\$ 9.50	\$ 9.50	\$ 9.50	\$ 11.50
<u>GILDAN 50/50 BLEND</u> ASH	\$ 5.75	\$ 5.75	\$ 7.75	\$ 7.50	\$ 7.50	\$ 9.50	\$ 9.50	\$ 9.50	\$ 11.50
<u>GILDAN 50/50 BLEND</u> PRIMARY	\$ 5.75	\$ 5.75	\$ 7.75	\$ 7.50	\$ 7.50	\$ 9.50	\$ 9.50	\$ 9.50	\$ 11.50
<u>100% POLYESTER PERFORMANCE</u> WHITE	\$ 7.75	\$ 7.75	\$ 9.75	\$ 9.50	\$ 9.50	\$ 11.50	\$ 11.50	\$ 11.50	\$ 13.50
<u>100% POLYESTER PERFORMANCE</u> ASH	\$ 7.75	\$ 7.75	\$ 9.75	\$ 9.50	\$ 9.50	\$ 11.50	\$ 11.50	\$ 11.50	\$ 13.50
<u>100% POLYESTER PERFORMANCE</u> PRIMARY	\$ 7.75	\$ 7.75	\$ 7.75	\$ 9.50	\$ 9.50	\$ 9.50	\$ 11.50	\$ 11.50	\$ 13.50
<u>POLYESTER SPORTS SHIRT</u> WHITE	N/A	\$ 20.00	\$ 23.00	N/A	\$ 20.00	\$ 23.00	N/A	\$ 20.00	\$ 23.00
<u>POLYESTER SPORT SHIRT</u> ASH	N/A	\$ 20.00	\$ 23.00	N/A	\$ 20.00	\$ 23.00	N/A	\$ 20.00	\$ 23.00
<u>POLYESTER SPORTS SHIRT</u> PRIMARY	N/A	\$ 20.00	\$ 23.00	N/A	\$ 20.00	\$ 23.00	N/A	\$ 20.00	\$ 23.00

NAME AND ADDRESS OF BIDDER: First Edition Screenprinting, 3411 Airport Drive, Pittsburg, KS 66762

ART CHARGE: \$0

SCREEN CHARGE: \$0

REORDER (ADD ON) CHARGE: \$0

DELIVERY CHARGE: Must Pick Up

SHIRT TYPE	2 COLOR			3 COLOR			4 COLOR		
	YXS-YXL	AS-AXL	XXL-XXXL	YXS-YXL	AS-AXL	XXL-XXXL	YXS-YXL	AS-AXL	XXL-XXXL
<u>GILDAN 50/50 BLEND</u> WHITE	\$ 7.25	\$ 7.25	\$8.25 2X \$9.25 3X	\$ 7.25	\$ 7.25	\$8.25 2X \$9.25 3X	\$ 7.25	\$ 7.25	\$8.25 2X \$9.25 3X
<u>GILDAN 50/50 BLEND</u> ASH	\$ 7.50	\$ 7.50	\$8.50 2X \$9.50 3X	\$ 7.50	\$ 7.50	\$8.50 2X \$9.50 3X	\$ 7.50	\$ 7.50	\$8.50 2X \$9.50 3X
<u>GILDAN 50/50 BLEND</u> PRIMARY	\$ 7.75	\$ 7.75	\$8.75 2X \$9.75 3X	\$ 7.75	\$ 7.75	\$8.75 2X \$9.75 3X	\$7.75	\$ 7.75	\$8.75 2X \$9.75 3X
<u>100% POLYESTER PERFORMANCE</u> WHITE	\$ 9.75	\$ 9.75	\$10.75 2X \$11.75 3X	\$ 9.75	\$ 9.75	\$10.75 2X \$11.75 3X	\$ 9.75	\$ 9.75	\$10.75 2X \$11.75 3X
<u>100% POLYESTER PERFORMANCE</u> ASH	\$ 10.00	\$ 10.00	\$11.00 2X \$12.00 3X	\$ 10.00	\$ 10.00	\$11.00 2X \$12.00 3X	\$ 10.00	\$ 10.00	\$11.00 2X \$12.00 3X
<u>100% POLYESTER PERFORMANCE</u> PRIMARY	\$ 10.25	\$ 10.25	\$11.25 2X \$12.25 3X	\$ 10.25	\$ 10.25	\$11.25 2X \$12.25 3X	\$ 10.25	\$ 10.25	\$11.25 2X \$12.25 3X
<u>POLYESTER SPORTS SHIRT</u> WHITE	N/A	\$ 19.00	\$20.00 2X \$21.00 3X	N/A	\$ 19.00	\$20.00 2X \$21.00 3X	N/A	\$ 19.00	\$20.00 2X \$21.00 3X
<u>POLYESTER SPORT SHIRT</u> ASH	N/A	\$ 19.25	\$20.25 2X \$21.25 3X	N/A	\$ 19.25	\$20.25 2X \$21.25 3X	N/A	\$ 19.25	\$20.25 2X \$21.25 3X
<u>POLYESTER SPORTS SHIRT</u> PRIMARY	N/A	\$ 19.50	\$20.50 2X \$21.50 3X	N/A	\$ 19.50	\$20.50 2X \$21.50 3X	N/A	\$ 19.50	\$20.50 2X \$21.50 3X

NAME AND ADDRESS OF BIDDER: SP Designs & Mfg., Inc., 1215 SE 10th Street, Cape Coral, FL 33990

ART CHARGE: N/C

SCREEN CHARGE: N/A

REORDER (ADD ON) CHARGE: N/C

DELIVERY CHARGE: Included

SHIRT TYPE	2 COLOR			3 COLOR			4 COLOR		
	YXS-YXL	AS-AXL	XXL-XXXL	YXS-YXL	AS-AXL	XXL-XXXL	YXS-YXL	AS-AXL	XXL-XXXL
<u>GILDAN 50/50 BLEND</u> WHITE	\$ 2.49	\$ 2.52	\$ 3.89	\$ 2.79	\$ 2.82	\$ 4.19	\$ 3.09	\$ 3.12	\$ 4.49
<u>GILDAN 50/50 BLEND</u> ASH	\$ 3.02	\$ 3.03	\$ 4.64	\$ 3.32	\$ 3.33	\$ 4.94	\$ 3.62	\$ 3.63	\$ 5.24
<u>GILDAN 50/50 BLEND</u> PRIMARY	\$ 3.26	\$ 3.32	\$ 5.03	\$ 3.56	\$ 3.62	\$ 5.33	\$ 3.86	\$ 3.92	\$ 5.63
<u>100% POLYESTER PERFORMANCE</u> WHITE	\$ 5.27	\$ 5.51	\$ 6.87	\$ 5.57	\$ 5.57	\$5.81 2X \$7.17 3X	\$ 5.87	\$ 5.87	\$6.11 2X \$7.47 3X
<u>100% POLYESTER PERFORMANCE</u> ASH	\$ 5.27	\$ 5.51	\$ 6.87	\$ 5.57	\$ 5.57	\$5.81 2X \$7.17 3X	\$ 5.87	\$ 5.87	\$6.11 2X \$7.47 3X
<u>100% POLYESTER PERFORMANCE</u> PRIMARY	\$ 5.27	\$ 5.51	\$ 6.87	\$ 5.57	\$ 5.57	\$5.81 2X \$7.17 3X	\$ 5.87	\$ 5.87	\$6.11 2X \$7.47 3X
<u>POLYESTER SPORTS SHIRT</u> WHITE	\$ 8.10	\$ 9.30	\$10.50 2X \$12.90 3X	\$ 8.40	\$ 9.60	\$10.80 2X \$13.20 3X	\$8.70	\$9.90	\$11.10 2X \$13.50 3X
<u>POLYESTER SPORT SHIRT</u> ASH	\$ 8.10	\$ 9.30	\$10.50 2X \$12.90 3X	\$ 8.40	\$ 9.60	\$10.80 2X \$13.20 3X	\$8.70	\$9.90	\$11.10 2X \$13.50 3X
<u>POLYESTER SPORTS SHIRT</u> PRIMARY	\$ 8.10	\$ 9.30	\$10.50 2X \$12.90 3X	\$ 8.40	\$ 9.60	\$10.80 2X \$13.20 3X	\$8.70	\$9.90	\$11.10 2X \$13.50 3X

NAME AND ADDRESS OF BIDDER: Spot-On Screen Printing, 300 E. Euclid, Pittsburg, KS 66762

ART CHARGE: N/A

SCREEN CHARGE: N/A

REORDER (ADD ON) CHARGE: N/A

DELIVERY CHARGE: N/A

SHIRT TYPE	2 COLOR			3 COLOR			4 COLOR		
	YXS-YXL	AS-AXL	XXL-XXXL	YXS-YXL	AS-AXL	XXL-XXXL	YXS-YXL	AS-AXL	XXL-XXXL
<u>GILDAN 50/50 BLEND</u> WHITE	\$ 5.39	\$ 5.39	\$ 6.84	\$ 7.14	\$ 7.14	\$ 8.59	\$ 8.89	\$ 8.89	\$ 10.34
<u>GILDAN 50/50 BLEND</u> ASH	\$ 5.49	\$ 5.49	\$ 7.14	\$ 7.24	\$ 7.24	\$ 8.89	\$ 8.99	\$ 8.99	\$ 10.64
<u>GILDAN 50/50 BLEND</u> PRIMARY	\$ 5.49	\$ 5.49	\$ 7.55	\$ 7.24	\$ 7.24	\$ 9.30	\$ 8.99	\$ 8.99	\$ 11.05
<u>100% POLYESTER PERFORMANCE</u> WHITE	\$ 6.49	\$ 6.89	\$ 8.02	\$ 7.99	\$ 8.39	\$ 9.52	\$ 8.99	\$ 9.39	\$ 10.52
<u>100% POLYESTER PERFORMANCE</u> ASH	\$ 6.49	\$ 6.89	\$ 8.02	\$ 7.99	\$ 8.39	\$ 9.52	\$ 8.99	\$ 9.39	\$ 10.52
<u>100% POLYESTER PERFORMANCE</u> PRIMARY	\$ 6.49	\$ 6.89	\$ 8.02	\$ 7.99	\$ 8.39	\$ 9.52	\$ 8.99	\$ 9.39	\$ 10.52
<u>POLYESTER SPORTS SHIRT</u> WHITE	N/A	\$ 18.49	\$ 21.29	N/A	\$ 19.99	\$ 22.79	N/A	\$ 20.99	\$ 23.79
<u>POLYESTER SPORT SHIRT</u> ASH	N/A	\$ 18.49	\$ 21.29	N/A	\$ 19.99	\$ 22.79	N/A	\$ 20.99	\$ 23.79
<u>POLYESTER SPORTS SHIRT</u> PRIMARY	N/A	\$ 18.49	\$ 21.29	N/A	\$ 19.99	\$ 22.79	N/A	\$ 20.99	\$ 23.79

NAME AND ADDRESS OF BIDDER: Team Express Distributing LLC, 5750 Northwest Parkway, Suite 100, San Antonio, TX 78249

ART CHARGE: \$0

SCREEN CHARGE: Included in Per Shirt Cost

REORDER (ADD ON) CHARGE: \$0

DELIVERY CHARGE: Included in Per Shirt Cost

SHIRT TYPE	2 COLOR			3 COLOR			4 COLOR		
	YXS-YXL	AS-AXL	XXL-XXXL	YXS-YXL	AS-AXL	XXL-XXXL	YXS-YXL	AS-AXL	XXL-XXXL
<u>GILDAN 50/50 BLEND</u> WHITE	\$ 4.17	\$ 4.27	\$ 6.06	\$ 4.82	\$ 4.92	\$ 6.71	\$ 5.41	\$ 5.51	\$ 7.30
<u>GILDAN 50/50 BLEND</u> ASH	\$ 4.96	\$ 5.06	\$ 6.90	\$ 5.61	\$ 5.71	\$ 7.55	\$ 6.20	\$ 6.30	\$ 8.14
<u>GILDAN 50/50 BLEND</u> PRIMARY	\$ 5.32	\$ 5.34	\$ 7.68	\$ 5.97	\$ 5.99	\$ 8.33	\$ 6.56	\$ 6.58	\$ 8.92
<u>100% POLYESTER PERFORMANCE</u> WHITE	\$ 5.84	\$ 5.84	\$5.84 2X \$8.44 3X	\$ 6.49	\$ 6.49	\$6.49 2X \$9.09 3X	\$ 7.08	\$ 7.08	\$7.08 2X \$9.68 3X
<u>100% POLYESTER PERFORMANCE</u> ASH	\$ 5.84	\$ 5.84	\$5.84 2X \$8.44 3X	\$ 6.49	\$ 6.49	\$6.49 2X \$9.09 3X	\$ 7.08	\$ 7.08	\$7.08 2X \$9.68 3X
<u>100% POLYESTER PERFORMANCE</u> PRIMARY	\$ 5.84	\$ 5.84	\$5.84 2X \$8.44 3X	\$ 6.49	\$ 6.49	\$6.49 2X \$9.09 3X	\$ 7.08	\$ 7.08	\$7.08 2X \$9.68 3X
<u>POLYESTER SPORTS SHIRT</u> WHITE	N/A	\$ 12.34	\$12.34 2X \$14.94 3X	N/A	\$ 12.99	\$12.99 2X \$15.59 3X	N/A	\$ 13.58	\$13.58 2X \$16.18 3X
<u>POLYESTER SPORT SHIRT</u> ASH	N/A	\$ 12.34	\$12.34 2X \$14.94 3X	N/A	\$ 12.99	\$12.99 2X \$15.59 3X	N/A	\$ 13.58	\$13.58 2X \$16.18 3X
<u>POLYESTER SPORTS SHIRT</u> PRIMARY	N/A	\$ 12.34	\$12.34 2X \$14.94 3X	N/A	\$ 12.99	\$12.99 2X \$15.59 3X	N/A	\$ 13.58	\$13.58 2X \$16.18 3X

NAME AND ADDRESS OF BIDDER: World of Promotions, 1310 Louis Ave., Elk Grove Village, IL 60007

ART CHARGE: \$30 x color

SCREEN CHARGE: \$30 x color

REORDER (ADD ON) CHARGE: 15%

DELIVERY CHARGE: Included

SHIRT TYPE	2 COLOR			3 COLOR			4 COLOR		
	YXS-YXL	AS-AXL	XXL-XXXL	YXS-YXL	AS-AXL	XXL-XXXL	YXS-YXL	AS-AXL	XXL-XXXL
<u>GILDAN 50/50 BLEND</u> WHITE	\$ 6.99	\$ 6.99	\$ 8.59	\$ 6.99	\$ 6.99	\$ 6.99	\$ 7.99	\$ 7.99	\$ 9.99
<u>GILDAN 50/50 BLEND</u> ASH	\$ 6.99	\$ 6.99	\$ 8.59	\$ 6.99	\$ 6.99	\$ 8.59	\$ 7.99	\$ 7.99	\$ 9.99
<u>GILDAN 50/50 BLEND</u> PRIMARY	\$ 7.50	\$ 7.50	\$ 9.00	\$ 7.90	\$ 7.90	\$ 9.50	\$ 8.99	\$ 8.99	\$ 10.50
<u>100% POLYESTER PERFORMANCE</u> WHITE	\$ 10.50	\$ 10.50	\$ 12.50	\$ 10.50	\$ 10.50	\$ 12.50	\$ 11.50	\$ 11.50	\$ 14.50
<u>100% POLYESTER PERFORMANCE</u> ASH	\$ 10.50	\$ 10.50	\$ 10.50	\$ 10.50	\$ 10.50	\$ 12.50	\$ 11.50	\$ 11.50	\$ 14.50
<u>100% POLYESTER PERFORMANCE</u> PRIMARY	\$ 11.50	\$ 11.50	\$ 11.50	\$ 11.50	\$ 11.50	\$ 13.50	\$ 12.50	\$ 12.50	\$ 15.50
<u>POLYESTER SPORTS SHIRT</u> WHITE	NO BID								
<u>POLYESTER SPORT SHIRT</u> ASH	NO BID								
<u>POLYESTER SPORTS SHIRT</u> PRIMARY	NO BID								



FINANCE AND ADMINISTRATION

201 West 4th Street · Pittsburg KS 66762

(620) 231-4100

www.pittks.org

Interoffice Memorandum

TO: Daron Hall, City Manager

FROM: Jamie Clarkson, Director of Finance

DATE: December 5, 2013

SUBJECT: Agenda Item – December 17, 2013
Mailing Machine Lease

The City has two mailing machines, one at City Hall and one at the Law Enforcement Center. The current mailing machine lease with Pitney Bowes expires December 31, 2013. City staff sent out a "Request for Mailing Machine Lease Proposal" in late September and the City received three bids from OME Corp. LLC, Pitney Bowes, and Summit Mailing Systems. Bids were opened on October 15, 2013 and the low bid meeting specs was from OME Corp. LLC. Staff is requesting to award a 48 month lease to OME Corp. LLC at an annual cost of \$2,990.52. The reason for the delay on this matter was so City staff could have a lease addendum prepared.

If you have any questions concerning this matter, please contact me.

cc: Tammy Nagel, City Clerk



REQUEST FOR MAILING MACHINE LEASE PROPOSALS

SEPTEMBER 27, 2013

The City of Pittsburg, Kansas is requesting lease proposals for two mailing machines. One unit will be installed at City Hall, located at 201 W. 4th St. and the other unit will be installed at the Law Enforcement Center, located at 201 N. Pine St. The City requires that both mailing machine proposals include lease options of 36, 48, and 60 months. The total lease cost amount quoted must include all equipment, maintenance, rate change updates and any associated taxes in the price. Invoice terms will be at minimum net 30.

The award of the lease will be based upon the lowest and or best bid received. The submitted quote must include the actual lease document. The lease document must contain a non-appropriation clause. The lease document must be approved by the City's Attorney and approved by the City Commission before lease will be awarded.

CITY HALL MAILING MACHINE REQUIREMENTS

- The mailing system shall consist of a integrated feeder, meter, catch tray and scale
- The mailing system must be able to automatically process and seal mail
- The mailing system shall have a seal only function
- The complete mailing system shall be no longer than 50" and no wider than 20"
- The mailing system shall include at minimum an interfaced 10lb electronic scale
- The postage meter shall have electronic postage replenishing capability via phone line or internet with no fees for this service
- The mailing system shall have electronic postal service rate update capability via phone line or internet with no fees for this service
- The mailing system shall have a processing speed of at least 150 letters per minute
- The mailing system shall be U.S.P.S. compliant to conform to currently known and future postal regulations
- The mailing system shall have accounting codes capability
- The mailing system shall have professional installation included with no fee for this service

LAW ENFORCEMENT CENTER MAILING MACHINE REQUIREMENTS

- Hand feed digital mailing machine
- Integrated 5lb electronic scale
- Integrated digital postage meter
- The postage meter shall have electronic postage replenishing capability via phone line or internet with no fees for this service
- The system shall be U.S.P.S. compliant to conform to currently known and future postal regulations
- The mailing system shall have electronic postal service rate update capability via phone line or internet
- The mailing system shall have professional installation included with no fee for this service

All lease proposals should be received by the City Clerk in City Hall by 2:00 P.M. Tuesday, October 15, 2013 and be clearly marked "Mailing Machine Lease Proposal". Bids received after 2:00 P.M. on October 15, 2013 will not be considered. The City reserves the right to reject any and all bids and to waive irregularities.

City of Pittsburg, Kansas
Mailing Machine Quotes
October 15, 2013 2pm

Bidder	Equipment	Term in Months		
		36	48	60
<p>OME Corp Shawn Wilson 5125 S. Garnett Rd., Suite F Tulsa, OK 74146</p>	Hasler (Neopost)	\$ 282.30	\$ 249.21	\$ 230.00
<p>Pitney Bowes Sherrie Philpott 13430 W. 98th St. Lenexa, KS 66215</p>	Pitney Bowes	\$ 306.00	\$ 266.00	\$ 244.00
<p>Summit Mailing & Shipping Systems Inc. Troy Harlan 2060 W. Woodland St. Springfield, MO 65807</p>	Neopost	\$ 338.69	\$ 308.09	\$ 352.65



City of Pittsburg, KS

IH750 AND IM350 DIGITAL MAILING SYSTEMS

- Both machines meet and/or exceed the minimal expectations listed within the bid parameters
- The non-appropriation clauses are already written into our government terms and conditions located at www.neopostusa.com/terms/dealerGovLease-06-13.pdf and included in the attached paperwork
- We have included 36, 48 and 60 month lease documents as well. These do include an all inclusive lease. Machine, meter rental, rate change protection and equipment maintenance are all included

SYSTEM CONFIGURATION: MACHINE CONFIGURATIONS MEET OR EXCEED ALL REQUESTED SPECIFICATIONS

- IH750 Mailing System with a 30 lb. scale (up to 175 letters per minute) **CITY HALL**
- IM350 Mailing System with a 5 lb. scale **Law Enforcement Center**

INVESTMENT DETAILS

36 month price protected lease: \$282.30 per month

48 month price protected lease: \$249.21 per month

60 month price protected lease: \$230.00 per month

Shawn Wilson
Account Manager
918-664-2588
shawn@omecorp.com



Valid Until:
10/31/2013

Section (A) Dealer Information

Dealer Office Number:	Dealer Office Name:	Phone #:	Date Submitted:
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Section (B) Billing Information

Company Name (Full legal name): City of Pittsburg		
DBA:		
Billing Address: 201 West 4th Street		
Billing City: Pittsburg	State: KS	Zip Code + 4: 66762-0688
Billing Contact Name: Jamie Clarkson	Contact Phone Number: (620) 230-5607	
Billing Contact Title: Director of Finance	Contact Fax Number: (620) 231-7327	
Billing Contact email Address: jamiec@pittsks.org	Purchase Order Number:	

Section (C) Installation Information (if different than Billing Information)

Company Name (Full legal name):		
DBA:		
Installation Address (No PO Boxes or General Delivery):		
Installation City:	State:	Zip Code + 4:
Installation Contact Name:	Phone Number:	
Installation Contact Title:	Fax Number:	
Installation Contact email Address:		

Section (D) Products

Quantity	Model / Part Number	Description (Include Serial Number, if applicable) <input type="checkbox"/> See additional listed products on attached continuation schedule.
1	1	IH750 Mailing System including 30 lb. scale
2	1	IM350 mailing System including 5 lb. scale
3		
4		
5		

Section (E) Lease Payment Information & Lease Payment Schedule

Tax Status: <input type="radio"/> Taxable <input checked="" type="radio"/> Tax-Exempt. <i>Certificate attached.</i> Billing Frequency: <input type="radio"/> Monthly <input checked="" type="radio"/> Quarterly <input type="radio"/> Annually Billing Method: <input type="radio"/> Standard <input checked="" type="radio"/> Government Payment in Arrears	Period	# of Months	Monthly Payment (plus applicable taxes)
	First	48	249.21
	Next		
	Next		
	Next		
	Current Lease Number:		
New Lease Number:			

Section (G) Postage Meter & Postage Funding Information

Main Post Office Name:	Post Office 5-Digit Zip Code:
Postage Funding Method: <input checked="" type="radio"/> Bill Me <input type="radio"/> Prepay by Check <input type="radio"/> ACH Debit <i>Attach ACH Authorization Form</i>	<input type="radio"/> OMAS / CPU OMAS Agency Code <i>Attach USPS CPU Authorization Letter</i> Postage Funding Account: <input type="radio"/> POC <input type="radio"/> TMS <input type="radio"/> New <input type="radio"/> Existing Existing Account Number

Section (H) Services

Rate Protection: <input checked="" type="radio"/> Online Postal Rates <input type="radio"/> RCP (Shipped Update) <input type="radio"/> None	Covered Product:
iMeter Apps: <input type="checkbox"/> Online Postal Expense Management <input type="checkbox"/> Online E-Services <input type="checkbox"/> Online E-Services with Electronic Return Receipt	
Software: <input type="checkbox"/> Software Advantage	Covered Product:
Dealer Services: <input checked="" type="checkbox"/> Maintenance <input checked="" type="checkbox"/> Installation / Training	

Section (F) ACH Direct Debit for Lease Payments (Attach Voided Check)

Bank Name	Bank Contact Name
Bank City, State	Bank Contact Phone Number
Bank Routing Number	Bank Account Number

Section (I) Approval

Existing customers who currently fund the Postage account by ACH Debit will not be converted to neoFunds/TotalFunds unless initiated here _____.

This document consists of a Government Product Lease ("Lease") with MailFinance Inc.; and a Postage Meter Rental Agreement ("Rental Agreement"), and an Online Services and Software Agreement with Neopost USA Inc.; and a neoFunds/TotalFunds Account Agreement with Mailroom Finance, Inc. Your signature constitutes an offer to enter into the Lease and, if applicable, the other agreements, and acknowledges that you have received, read, and agree to all applicable terms and conditions (version DealerGovLease-06-13), which are also available at <http://www.neopostusa.com/terms/DealerGovLease-06-13.pdf>, and that you are authorized to sign the agreements on behalf of the customer identified above. The applicable agreements will become binding on the companies identified above only after an authorized individual accepts your offer by signing below, or when the equipment is shipped to you.

Authorized Signature _____	Print Name and Title _____	Date Accepted _____
Accepted by Neopost USA and its Affiliates _____		Date Accepted _____

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GOVERNMENT PRODUCT LEASE AGREEMENT

In this Product Lease (the "Lease"), the words "You" and "Your" mean the lessee, which is Order Form the entity that is identified as the Customer on the Government Product Lease Agreement Order Form ("Order Form"). "We," "Us" and "Our" mean the lessor, MailFinance Inc. "Supplier" refers to either Neopost USA Inc., or any other third party that has manufactured, or is providing services related to, the Products.

1. Lease of Products. THIS LEASE IS UNCONDITIONAL AND NON-CANCELABLE (except as provided in Section 24, below) during the Initial Term (as defined below). You agree to lease from Us the equipment, embedded software, Software, and other products listed on the Order Form, together with all existing and future accessories, embedded software programs, attachments, replacements, updates, additions and repairs, (collectively the "Products") upon the terms stated herein. For the avoidance of doubt, postage meters for use in mailing machines are excluded from the definition of Products. The term "Software" means any software that is subject to this Lease, other than software programs that are embedded in the hardware. Software is subject to the additional terms as may be provided by the Supplier.

2. Promise to Pay. You promise to pay to Us the lease payment shown on the Order Form ("Lease Payment") in accordance with the payment schedule set forth thereon, plus all other amounts stated in this Lease.

3. Initial Term; Renewal.

3.1 FMV Lease. The Initial Term of this Lease will begin on the date the Products are installed and will continue for the number of months shown on the applicable Order Form ("Initial Term"). Unless You have opted for an LTOP Lease as described in Section 23, You must notify Us in writing at least thirty (30) days before the end of the Initial Term that You intend to either (i) return the Products at the end of the Initial Term; or (ii) purchase the Products pursuant to Section 22. If You have not opted for an LTOP lease and You fail to give us such notice, then this Lease will automatically renew for consecutive periods of one (1) month each (each a "Renewal Period"). The amount You pay for the Products will remain unchanged during each Renewal Period. We will not notify You that the Initial Term or any Renewal Period is ending. You may terminate this Lease at the conclusion of any Renewal Period by giving Us thirty (30) days prior written notice of Your intent to do so. If You notify Us in writing that You intend to terminate the Lease, as set forth above, You shall either return the Products pursuant to Section 12 of this Lease or purchase the products pursuant to Section 22.

3.2 LTOP Lease. If you have opted for an LTOP Lease as described in Section 23, then the term of this Lease will begin on the date the Products are installed and will continue for the number of months shown on the applicable Order Form ("Initial Term"). At the conclusion of the Initial Term of an LTOP Lease, we shall (i) transfer title of all hardware Products to You as set forth in Section 23; and (ii) Your license to use any Software Products shall continue without the need to make any further license payments to Us.

4. Payments. Lease Payments, and other charges provided for herein, are payable in arrears periodically as stated on the Order Form ("Lease Payment"). You agree to make Lease Payments to Us at the address specified on Our invoices, or at

any other place designated by Us within thirty (30) days of the date of Our invoice.

5. Delivery and Location of Products. The Products will be delivered to You at the delivery address specified on the Order Form ("Delivery Address") or, if no such location is specified, to Your invoice address. Your acceptance of the Products occurs upon delivery of the Products. You shall not remove the Products from the Delivery Address unless You first get Our written permission to do so.

6. Ownership, Use, and Maintenance of Products. We will own and have title to the Products during the Lease. You agree that the Products are and shall remain Our personal property. You authorize Us to record (and amend, if appropriate) a UCC financing statement to protect Our interests. You represent that the Products will be used solely for commercial purposes and not for personal, family or household purposes. At Your own cost, You agree to maintain the Products in accordance with the applicable operation manuals and to keep the Products in good working order, ordinary wear and tear excepted.

7. Assignment of Supplier's Warranties. We hereby assign to You any warranties relating to the Products that We may have received from the Supplier.

8. Relationship of the Parties. You agree that You, not We, selected the Products and the Supplier, and that We are a separate company from the Supplier and that the Supplier is not Our agent. **IF YOU ARE A PARTY TO ANY POSTAGE METER RENTAL, MAINTENANCE, SERVICE, SUPPLIES OR OTHER CONTRACT WITH ANY SUPPLIER, WE ARE NOT A PARTY THERETO, AND SUCH CONTRACT IS NOT PART OF THIS LEASE (EVEN THOUGH WE MAY, AS A CONVENIENCE TO YOU AND THE SUPPLIER, BILL AND COLLECT MONIES OWED BY YOU TO THEM).**

9. Default. You will be in default under this Lease if You fail to pay any amount within ten (10) days of the due date or fail to perform or observe any other obligation in this Lease. If You default, We may, without notice to You, do any one or more of the following, at Our option, concurrently or separately: (A) cancel this Lease; (B) require You to return the Products pursuant to Section 12 below; (C) take possession of and/or render the Products unusable, and for such purposes You hereby authorize Us and Our designees to enter Your premises, with prior reasonable notice or other process of law; and (D) require You to pay to Us, on demand as liquidated damages and not as a penalty, an amount equal to the sum of: (i) all Lease Payments and other amounts then due and past due; (ii) all remaining Lease Payments for the then-current term, together with any taxes due or to become due during such term (which You agree is a reasonable estimate of Our damages); and (iii) in the event that You failed to promptly return the Products to Us, an amount equal to the remaining value of the Products at the end of the then-current term, as reasonably determined by Us. You shall also pay all Our costs in enforcing Our rights under this Lease, including reasonable attorneys' fees and expenses that We incur to take possession, store, repair, or dispose of the Products, as well as any other expenses that We may incur to collect amounts owed to Us. We are not required to re-lease or sell the Products if We repossess them. These remedies shall be cumulative and not exclusive, and shall be in addition to any and all other remedies available to Us.

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10. Finance Lease. You agree that this Lease is a “finance lease” as defined in Article 2A of the Uniform Commercial Code (“UCC”). To the extent permitted by law, You hereby waive any and all rights and remedies conferred upon You under UCC Sections 2A-303 and 2A-508 through 2A-522, or any similar laws.

11. Loss; Damage; Insurance. You shall: (i) bear the risk of loss and damage to the Product(s) for the Initial Term and any Renewal Period; and (ii) keep the Product(s) insured, at Your expense, against all risks of loss and damage in an amount at least equal to its full replacement cost.

12. Return of Products. Unless You take title to the hardware Products pursuant to Section 22 or Section 23, then You are required to return the Products under this Lease. In such a case, at the end of the Lease, You shall, after receiving an Equipment Return Authorization (“ERA”) number from Us, promptly send the Products, at Your expense, to any location(s) that We designate, in addition to paying Us Our then-applicable processing fee. The Products must be properly packed for shipment with the ERA number clearly visible, freight prepaid and fully insured, and must be received in good condition, less normal wear and tear.

13. Assignment. YOU SHALL NOT SELL, TRANSFER, ASSIGN, SUBLEASE, PLEDGE OR OTHERWISE ENCUMBER (COLLECTIVELY, “TRANSFER”) THE PRODUCTS OR THIS LEASE IN WHOLE OR IN PART.

14. Disclaimer of Warranties. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE SUITABILITY OF THE PRODUCT(S), ITS CONDITION, ITS MERCHANTABILITY, ITS FITNESS FOR A PARTICULAR PURPOSE, ITS FREEDOM FROM INFRINGEMENT, OR OTHERWISE. WE PROVIDE THE PRODUCTS TO YOU “AS IS,” “WHERE IS” AND “WITH ALL FAULTS.”

15. Limitation of Liability. WE SHALL NOT BE LIABLE TO YOU AND YOU SHALL NOT MAKE A CLAIM AGAINST US FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES), OR EXPENSE OF ANY KIND ARISING DIRECTLY OR INDIRECTLY FROM THE DELIVERY, INSTALLATION, USE, RETURN, LOSS OF USE, DEFECT, MALFUNCTION, OR ANY OTHER MATTER RELATING TO THE PRODUCTS (COLLECTIVELY, “PRODUCT MATTERS”). NOTWITHSTANDING ANY OTHER PROVISION OF THIS LEASE, EXCEPT FOR DIRECT DAMAGES RESULTING FROM PERSONAL INJURY OR DAMAGE TO TANGIBLE PROPERTY CAUSED BY OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE MAXIMUM OUR LIABILITY TO YOU FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID TO US HEREUNDER BY YOU.

16. Notice. All notices, requests and other communications hereunder shall be in writing, and shall be addressed to You or Us, as applicable and shall be considered given when (i.) delivered personally, or (ii.) sent by commercial overnight courier with written confirmation of delivery.

17. Integration. The Lease represents the final and only agreement between You and Us. There are no unwritten oral agreements between You and Us. The Lease can be changed

only by a written agreement between You and Us. Any additional terms and conditions referenced on any Purchase Order shall be void and have no effect on this Lease.

18. Severability. In the event any provision of this Lease shall be deemed to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision.

19. Waiver or Delay. A waiver of any default hereunder or of any term or condition of this Lease shall not be deemed to be a continuing waiver or a waiver of any other default or any other term or condition, but shall apply solely to the instance to which such waiver is directed. We may accept late payments, partial payments, checks, or money orders marked “payment in full,” or with a similar notation, without compromising any rights under this Lease.

20. Survival of Obligations. Your obligations under this Lease shall survive any expiration or termination of any government procurement contract that may be related to it. Any obligations and duties which by their nature extend beyond the expiration or termination of this Lease shall survive the expiration or termination of this Lease.

21. Choice of Law; Venue; and Attorney’s Fees. This Lease shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the State of Connecticut, excluding its conflict of law rules. The state and federal courts in Hartford County in the State of Connecticut shall have the exclusive jurisdiction and venue over all controversies arising out of, or relating to, this Lease. The prevailing party shall be entitled to an award of reasonable attorney’s fees and costs and the court shall be authorized to award such amounts.

22. FMV Leases. If this Lease is a fair market value lease, as indicated by the lease rate that has been used by Us to calculate Your Lease Payment then, unless You are in default, You may elect to purchase the hardware Products at the end of this Lease on an “as is, where is” basis for their fair market value, as reasonably determined by Us. In the event that You elect to do so, You must give us sixty (60) days prior written notice of Your election to purchase such Products.

23. LTOP Leases. If this Lease is a lease to purchase, as indicated by the lease rate that has been used by Us to calculate Your Lease Payments then, at the end of the Initial Term and after You have made all of the Lease Payments, We shall transfer title to all hardware Products that are subject to this Lease to You on an “as is, where is” basis.

24. Termination.

24.1 Non-Appropriation.

a. You warrant and represent that You intend to enter into this Lease for at least the entire Initial Term and that You are doing so for an essential government purpose. You agree that, prior to the expiration of the Initial Term, you shall not terminate this Lease in order to obtain the same or similar Products from another vendor.

b. You may terminate this Lease at the end of Your current fiscal year, or at the end of any subsequent fiscal year, if appropriated funds are not available to You for the Lease Payments that will be due in the next fiscal year. In the event of such a non-appropriation, then You shall provide written notice to Us that states:

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Sufficient funds have not been and will not be appropriated for the remaining payments due under the Lease. I confirm that we will not replace the Products with similar equipment from any other party in the succeeding fiscal year.

24.2 Convenience. You may terminate this Lease at anytime and for any reason or for no reason ("Termination for Convenience"); provided that You comply with the provisions of this paragraph. In the event of a Termination for Convenience, You shall pay Us a termination charge equal to the net present value of the periodic payments remaining in the Initial Term or, if applicable, the then-current Renewal Term, discounted to the present value at an interest rate equal to six percent (6%) per annum. Such amount must be received by Us within thirty (30) days of the effective date of the termination.

25. Additional Postage Meter Terms. If the Products require a postage meter, then You agree that Neopost USA's Postage Meter Rental Agreement shall govern your rental of such postage meter.

POSTAGE METER RENTAL AGREEMENT

1. Incorporation of Certain Terms. Customer acknowledges that: (i) it has entered a Government Product Lease Agreement with MailFinance Inc. (the "Lease"); and (ii) if the Products that are subject to the Lease includes a mailing machine, then the terms of this Postage Meter Rental Agreement ("Rental Agreement") shall govern its rental of the Postage Meter (as defined below) for such machine. Any defined terms in the Lease shall have the same meanings in this Rental Agreement, except that "We," "Us," and "Our," refers to Neopost USA Inc., and any reference to "Products" shall refer to the Postage Meter. Sections 11, 12 and 14 through 25 of the Lease are hereby incorporated into this Rental Agreement, except that any reference in those sections to the "Lease" refer to this Rental Agreement.

2. Provisions as to Use. You acknowledge that: (i) as required by United States Postal Service ("USPS") regulations, the postage meter(s) identified on the Order Form (the "Postage Meter") is being rented to You and that it is Our property; (ii) the Postage Meter will be surrendered by You upon demand by Us (iii) You are responsible for the control and use of the Postage Meter; (iv) You will comply with all applicable laws regarding Your use or possession of the Postage Meter; (v) the use of the Postage Meter is subject to the conditions established from time to time by the United States Postal Service; and (vi) the Postage Meter is to be used only for generating an indicia to evidence the prepayment of postage and to account for postal funds. It is a violation of Federal law to misuse or tamper with the Postage Meter and, if You do so, We may terminate this Rental Agreement upon notice to You.

3. Rental Fee, Term, and Taxes. The rental fee for the Postage Meter rental during the Initial Term is included in the Lease Payment. For each Renewal Term, You agree to pay Our then-current fee for the Postage Meter rental. The Postage Meter rental fee does not include the cost of

consumable supplies. The term of the rental shall be equal to the term of the Lease and is NON-CANCELABLE. You agree to pay all applicable taxes related to Your acquisition, possession, and/or use of the Postage Meter including all property taxes on the Postage Meter. Furthermore, You agree to pay the applicable fee to cover Our expenses associated with the administration, billing and tracking of such charges and taxes. Notwithstanding the foregoing, in the event You are tax exempt, upon providing Us a certificate, You will not be required to pay any taxes covered by such certificate. You agree that you will return the Postage Meter at the end of the Lease term and that You will do so in the manner set forth in Section 12 of the Lease. Furthermore, You agree that if you fail to return a postage meter within thirty (30) days of receipt of the ERA then You will pay a postage meter replacement fee of \$1,000.

4. Postage Meter Maintenance, Inspections, and Location. We will keep the Postage Meter in good working condition during the term of this Rental Agreement. The United States Postal Service regulations may require Us to periodically inspect the Postage Meter. You agree to cooperate with Us regarding such inspections. We may, from time to time, access and download information from Your Postage Meter to provide Us with information about Your postage usage and We may share that information with Our distributors and other third parties and You hereby authorize Us to do so. You agree to promptly update Us whenever there is any change in Your name, address, telephone number, the licensing post office, or the location of the Postage Meter.

5. Postage Advances. We do not sell postage. In the event You require an emergency advance for postage, We, at Our sole discretion, may advance You money to reset the Postage Meter. If We do provide such an advance, You agree to repay Us within five (5) days from the time of such advance: (i) the amount of the emergency advance; and (ii) the then-current advance fee.

6. Default. In the event You fail to perform in accordance with the terms set forth in this Rental Agreement, or any other Agreement with Us or any of Our affiliates, including, but not limited to, MailFinance Inc., and Mailroom Finance, Inc., then We may, without notice: (i) repossess the Postage Meter(s); (ii) disable the Postage Meter; (iii) immediately terminate this Rental Agreement; and (iv) pursue any remedies available to Us at law or in equity. Furthermore, upon the return of the Postage Meter, You hereby authorize Us to offset any amount of postage remaining in the Postage Meter, prior to any refund to You, against any amount due to Us or any of Our affiliates. You shall also pay all of Our costs in enforcing Our rights under this Rental Agreement, including reasonable attorneys' fees and expenses that We incur to take possession, store, or repair, the Postage Meter, as well as any other expenses that We may incur to collect amounts owed to Us. These remedies shall be cumulative and not exclusive, and shall be in addition to any and all other remedies available to Us.

7. Rate Updates.

A. MAINTENANCE OF POSTAL RATES. It is Your sole responsibility to ensure that correct amounts are applied as payment for mailing and shipping services. We shall not be responsible for returns for delivery delays, refusals, or any other problems caused by applying the incorrect rate to mail or packages.

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B. Rate Updates with Online Services. If the Order Form indicates that You are enrolled in Our Online Services program, then We will make available periodic updates for Your covered Products and/or Postage Meter, including updates to maintain accurate USPS rates for the USPS services that are compatible with such Products or Postage Meter. **The rate updates that are offered with Our Online Services program are only available for products that are Integrated (as defined below) into Your mailing machine.** For the purposes of this section, "Integrated" means that the covered hardware cannot properly operate on a stand-alone basis and it has been incorporated into the mail machine. Products that are not Integrated including, but not limited to, all Software and scales with "ST-77," or "SE" in the model number will not receive updated rates as part of Our Online Services program (collectively "Excluded Products").

C. Rate Updates with Rate Change Protection and Software Advantage. If You have any of Our Excluded Products, You may have elected to purchase Rate Change Protection ("RCP") from Us for Your hardware products or Software Advantage for Your Software. If the Order Form indicates that You have selected RCP or Software Advantage, We will make available the following updates for Your covered Products or Software: (i) updates to maintain accurate rates for the services offered by the USPS and other couriers that are compatible with Your covered Products or Software; and (ii) updates for major zip or zone changes that are compatible with Your covered Products or Software. If any reprogramming is required because You have moved the Products or Postage Meter to a new location, none of the services described in this Section cover the cost to do so. If You have not selected RCP or Software Advantage, You agree that We may send You periodic rate updates as needed and You agree to either: (i) promptly pay the then-current price for such update; or (ii) return the unused, update to Us within ten (10) business days of receiving it. Customers with an outstanding Accounts Receivable balance may not receive a rate update until the open balance is resolved.

8. UNITED STATES POSTAL SERVICE ACKNOWLEDGEMENT OF DEPOSIT REQUIREMENT. By signing this Postage Meter Rental Agreement, You acknowledge and agree that You have read the United States Postal Service Acknowledgement of Deposit (the "Acknowledgement") and will comply with its terms and conditions, as it may be amended from time to time.

9. UNITED STATES POSTAL SERVICE TERMS.

A. To the extent that the activities for which the Postal Service is obligated to perform particular functions, those functions will be governed by the USPS Domestic Mail Manual, as may be amended from time to time, or its successor, in effect at the time of the obligation. Specifically, to the extent that the Postal Service provides refunds to customers using postage evidencing devices, the policy and procedure governing the payment of refunds will be conducted

in accordance with the Domestic Mail Manual, as amended, in effect at that time.

B. If the meter is used in any fraudulent or unlawful scheme or enterprise, or is not used for any consecutive 12 month period, or if the Customer takes the meter or allows the meter to be taken outside the United States without proper written permission of the U.S. Postal Service, Washington, DC 20260-6807, or if the Customer otherwise fails to abide by the signs of postal regulations and this Rental Agreement regarding care and use of the meter, that this Agreement and any related postage meter rental may be revoked. The Customer further acknowledges that any use of this meter that fraudulently deprives the U.S. Postal Service of revenue can cause the Customer to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United States. The submission of a false, fictitious or fraudulent statement can result in imprisonment of up to five (5) years and fines of up to \$10,000 (18 U.S.C. 1001). In addition, a civil penalty of up to \$5,000 and an additional assessment of twice the amount falsely claimed may be imposed (3 U.S.C. 3802). A false statement in this application or the mailing of matter bearing a fraudulent postage meter imprints are examples of violations of these statutes.

C. The Customer is responsible for immediately reporting (within seventy-two hours or less) the theft or loss of the postage meter that is subject to this Rental Agreement. Failure to comply with this notification provision in a timely manner may result in the denial of refund of funds remaining on the postage meter at the time of the loss or theft.

D. The Customer understands that the rules and regulations regarding use of this postage meter as documented in the USPS Domestic Mail Manual may be updated from time to time by the United States Postal Service and it is the Customer's obligation to comply with any current or future rules and regulations regarding its use.

neoFunds/TotalFunds ACCOUNT AGREEMENT

1. Incorporation of Certain Terms. You acknowledge that You have entered a Government Product Lease Agreement with MailFinance Inc. (the "Lease") and a Postage Meter Rental Agreement with Neopost USA Inc. (the "Rental Agreement"). If you have an eligible postage meter, then you will have access to a neoFunds® postage funding account (for Neopost POC accounts) or a TotalFunds® postage funding account (for Hasler TMS accounts) and this neoFunds/TotalFunds Account Agreement ("Account Agreement") shall govern Your use of such account. Any defined terms in the Lease or Rental Agreement shall have the same meanings in this neoFunds Agreement, except that "We," "Us," and "Our," refer to Mailroom Finance, Inc., an affiliate of Neopost USA Inc. Sections 14 through 20 of the Lease are hereby incorporated into this Account Agreement

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except that any reference in those sections to the "Lease" refers to this Account Agreement.

2. Establishment and Activation of Account. You hereby authorize Us, to establish an account in Your name ("Account") for funding the purchase of postage from the United State Postal Service ("USPS") for use in the postage meter. Your Account may also be used to purchase supplies, pay for the Postage Meter rental, and obtain certain other products and services from Neopost USA. The establishment of Your Account shall be subject to Our approval of Your creditworthiness. Any use of the Account shall constitute Your acceptance of all the terms and conditions of this Account Agreement and all other documents executed or provided in connection with the Account. The Account may not be used for personal, family, or household purposes.

3. Operation of Account. Each time an employee or agent of Yours with the express, implied, or apparent authority to do so (each an "Authorized User") uses the Account to receive a postage meter reset or obtain other products or services that Neopost USA Inc. is authorized to provide, Neopost USA Inc. will notify Us of the amount to be applied to Your Account balance. If the Account is used to obtain postage, then We will transfer the requested amount of postage to the USPS on Your behalf and Your Account will be charged for the amount of postage requested and any related fees, if applicable. You can continue to pre-pay the USPS for postage and understand that pre-paid postage funds will be used first to pay for my postage meter resets. You further understand that neoFunds/TotalFunds will provide additional available postage funds when Your pre-paid account balance is zero (\$0). When You request a postage meter reset, if You have the funds on account with the USPS, those funds automatically will be withdrawn first to pay for postage, and any additional amounts due for postage and related fees will be billed through the neoFunds/TotalFunds Account under the terms and conditions of this Account Agreement. If the Account is used to acquire products or services from that Neopost USA is authorized to provide, then We shall pay the applicable amount to Neopost USA Inc. and add such amount to Your Account balance.

4. Payment Terms. You will receive a billing statement for each billing cycle in which You have any activity on Your Account. Payments are due on the due date shown on Your billing statement. You may pay the entire balance due or a portion of the balance, provided that You pay at least the minimum payment amount shown on Your statement. However, if You have exceeded the Account Limit, then You must pay the entire amount of any overage, as well as the minimum payment amount shown on Your statement. Whenever there is an unpaid balance outstanding on Your Account which is not paid in full by the due date shown on Your billing statement, We will charge You, and You agree to pay, interest on the unpaid balance of the Account for each day from the date the transaction is posted to Your Account until the date the unpaid balance is paid in full, at the Annual Percentage Rate (as defined below). The Account balance that is subject to a finance charge each day will include outstanding balances, minus any payments and credits received by Us on Your Account that day. The Annual Percentage Rate applicable to Your Account will be equal to the lesser of eighteen percent (18.00%) per annum or the maximum permitted by law. Each payment will be applied to reduce the outstanding balance of Your Account and replenish

the amount available to You. We may refuse to extend further credit if the amount of a requested charge plus Your existing balance exceeds Your Account Limit.

5. Account Limit and Account Fees. You agree that We will establish a credit limit on Your Account (the "Account Limit"). The exact amount of the Account Limit will be indicated on Your invoice. We may, in Our sole discretion, allow Your balance to exceed the Account Limit. In the event We do so, You agree to pay Us an additional fee equal to one percent (1%) of the amount by which the Account Limit is exceeded for each transaction that You initiate after Your Account has reached the Account Limit. Such amount will be charged to Your Account on the date that the relevant transaction(s) occurs. Unless prohibited by applicable law, You agree to pay the amounts set forth in this Account Agreement, which may include, without limitation, the amounts specified above, a fee for a late payment, and a fee for any checks that are returned as a result of insufficient funds. Unless prohibited by applicable law, We may charge You and You agree to pay Our fees then in effect for copies of Your monthly statements. All such fees shall be added to Your Account balance.

6. Cancellation and Suspension. We may at any time close or suspend Your Account or temporarily refuse to allow further charges to Your Account. You can cancel Your Account at any time by notifying Us in writing at the address provided on Your Account statement of Your desire to do so. No cancellation or suspension will affect Your obligation to pay any amounts You then owe under this Account Agreement. We will notify You of the Account balance in the event of any termination and all outstanding obligations will survive the termination of this Account Agreement by either party.

7. Default. We may declare You in default if You: (i.) have made any misrepresentations to Us; (ii.) at any time, have done or allowed anything that indicates to Us that You may be unable or unwilling to repay the balance of Your Account as required under this Account Agreement; or (iii.) are in default under this Account Agreement or any lease, rental, or other agreement with Us, Neopost USA Inc., or their affiliates. If You are in default, or upon any cancellation of Your Account, We shall not be obligated to continue to provide the Account service or extend further credit under this Account Agreement. If We are required to take collection action or any other legal action under this Account Agreement, You shall pay upon demand by Us all court and collection costs, along with reasonable attorney's fees. These remedies shall be cumulative and not exclusive, and shall be in addition to any and all other remedies available to Us.

8. Remedies. If We have declared that You are in default under this Account Agreement, then We may: (i) declare all agreements You have with Us in default and due and payable at once without notice or demand; (ii) refuse to make further advances on Your behalf to reset Your postage meter; and (iii) exercise any other rights that We may have. In addition, You agree that any default under this Account Agreement shall constitute a default under any agreement You may have with any of Our affiliates, including, but not limited to, Neopost USA Inc., MailFinance Inc.

9. Amendments. We may amend this Account Agreement, or any of its provisions, including without limitation any fees and charges and/or the Annual Percentage Rate, at any time by at least thirty (30) days written notice to You, and such

neopost TERMS & CONDITIONS

written notice may be included in Your billing statement. Any such amendment will become effective on the date stated in the notice and will apply to any transactions after such date, as well as to any outstanding balance on Your Account.

10. Notice: Any notice required to be given under this Account Agreement by either party hereto shall be given if to You, at the address shown on Your Order Form, and if to Us at P.O. Box 30193, Tampa, Florida 33630-3193.

11. Miscellaneous. You understand that We may obtain credit reports in connection with Your Account now and in the future. This Account Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without reference to its conflict-of-laws rules, and any applicable federal laws. The sole jurisdiction and venue for actions related to the subject matter hereof shall be in a State or Federal Court within the State of Florida.

ONLINE SERVICES AND SOFTWARE AGREEMENT

1. Incorporation of Certain Terms. You acknowledge that You have entered a Government Product Lease Agreement with MailFinance Inc (the "Lease"). Any defined terms in the Lease shall have the same meanings in this Online Services and Software Agreement ("OSS Agreement"), except that "We," "Us," and "Our," refer to Neopost USA Inc. Sections 13 through 21 of the Lease are hereby incorporated into this OSS Agreement, except that any reference in those sections to the "Lease" refer to this OSS Agreement.

2. License Grant and Additional Terms. In exchange for the license fees that are included in Your Lease Payment, We hereby grant to You a nonexclusive, nontransferable license to use the Software products, including related documentation, described on the Order Form solely for Your own use on or

with the Products. You warrant and represent that You will not sell, transfer, disclose or otherwise make available such Software products or copies thereof to third parties; provided, however, that the Software products may be used by Your employees or independent contractors using the Products. No title or ownership of the Software products or any portion thereof is transferred to You. You acknowledge and agree that there may be additional terms and conditions that apply to Your use of any Software provided by Us. Such terms may be provided with the Software, or made available at www.neopostusa.com/softwareterms/ and may be supplemented by Us or third party licensors, from time to time, by notice to You. You acknowledge and agree that You have access to the appropriate version(s) of the applicable terms provided at the address above and corresponding to Software described on the Order Form at the time you enter this OSS Agreement. Such terms are incorporated herein by this reference and You agree to be bound by such terms as if they were fully stated herein.

3. Use of Websites. Neopost USA Inc. and/or any of Our affiliates, suppliers, including, but not limited to, MailFinance Inc. may, from time to time, make certain websites available to You in order to provide You with certain services ("Websites"). If You access any such Websites, You acknowledge and agree that Your use of the Website is subject to the terms of use and/or license terms in effect at the time You use the Website. Such terms are available on the Websites for Your review. You acknowledge and agree that such terms may be supplemented and modified from time to time ("Supplemental Terms"). Your use of a Website after Supplemental Terms have been issued will signify Your acceptance of those terms. In the event of a conflict between the terms of this OSS Agreement and the Supplemental Terms, the Supplemental Terms shall control.

ADDENDUM TO AGREEMENTS

This Addendum to Agreements is by and between MailFinance Inc. (“MailFinance”), Neopost USA Inc. (“Neopost USA”), Mailroom Finance, Inc. (“MFI”) and City of Pittsburg, Kansas (“Customer”) with reference to the following:

- A. Neopost USA is the supplier of certain mailroom products and solutions.
- B. MailFinance and Customer are entering into a Government Product Lease Agreement (the “Lease”), pursuant to which MailFinance will lease products to Customer.
- C. Concurrently herewith, Neopost USA and Customer are entering into a Postage Meter Rental Agreement (the “Rental Agreement”), pursuant to which Neopost USA will rent a Postage Meter to Customer, as well as an Online Services and Software Agreement (the “OSS Agreement”) pursuant to which Neopost USA will make certain other services available to Customer.
- D. Concurrently herewith, MFI and Customer are entering a neoFunds/TotalFunds Account Agreement (the “Account Agreement”), pursuant to which Customer will be able to download postage to the Postage Meter.
- E. Any defined term used herein shall have the same meaning as in the Lease, the Rental Agreement, Account Agreement or OSS Agreement.

In consideration of the mutual covenants contained herein, and in the Lease, the Rental Agreement, Account Agreement and OSS Agreement, the parties agree as follows:

1. MailFinance and Customer agree to amend the Lease as follows:
 - a. Section 6, titled “Ownership, Use, and Maintenance of Products” is hereby amended to add a new last sentence as follows: “We acknowledge that Customer has entered into a maintenance agreement with Oklahoma Mailing Corporation to discharge its obligations to maintain the Products.”
 - b. Section 9, titled “Default” is hereby amended in the second sentence, after “If You default,” add the following language: “and You fail to cure such default within thirty (30) days following receipt of written notice from Us,”. This sentence is further amended to delete the phrase “without notice to You” and replace it with “with notice to You.”
 - c. Section 21, titled “Choice of Law; Venue; and Attorney’s Fees” is hereby amended as follows:
 - i. In the first sentence, delete “Connecticut” and replace it with “Kansas.”
 - ii. In the second sentence, delete “Hartford County in the State of Connecticut” and replace it with “Crawford County in the State of Kansas.”
2. Neopost USA and Customer agree to amend the Rental Agreement as follows:
 - a. Section 4, titled “Postage Meter Maintenance, Inspections, and Locations,” is hereby amended to delete the fourth sentence in its entirety and replace it with the following: “We may, from time to time, access and download information from Your Postage Meter to provide us with information about Your

postage usage and We may share that information with the United States Postal Service and our servicing dealership.”

The Lease, Rental Agreement, Account Agreement, OSS Agreement, and this Addendum contain the complete understanding and agreement between the parties hereto, and supersede all representations, understandings or agreements prior to the execution thereof. Any changes or additions to the foregoing agreements will be valid only if they are in writing and signed by the appropriate parties.

In the event of any conflict between the terms of the Lease, Rental Agreement, and this Addendum, the terms of the Addendum shall control.

The parties have caused this Addendum to Agreements to be executed by their duly authorized representatives on the date set forth below.

City of Pittsburg, Kansas

MailFinance Inc.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Neopost USA Inc.

By: _____

Printed Name: _____

Title: _____

Date: _____

Mailroom Finance Inc.

By: _____

Printed Name: _____

Title: _____

Date: _____

TERMS AND CONDITIONS

The parties hereto covenant and agree as follows.

1. This Agreement shall commence on the date first above appearing ("Commencement Date") and shall continue for an original term of one (1) year and shall automatically renew thereafter for successive like periods unless terminated by either party by the giving of written notice to the other party not less than thirty (30) days prior to the expiration of then current term (original or renewal). The terms and conditions set forth herein shall remain in full force and effect during any renewal term, except that the rate set forth on the reverse side hereof shall be adjusted during any renewal term to the then current rates.
2. During the term hereof, as extended or renewed, OME shall provide Customer pursuant to the terms and condition set forth herein, certain out-of-warranty Service (as herein defined) with respect to the equipment listed on the reverse side hereof (herein collectively called "Machine") unless Service with respect to a particular Machine is scheduled to begin as herein indicated on a date other than the commencement date as shown on the reverse side.
3. OME's obligations hereunder ("Service") shall be limited to providing (i) labor required for satisfactory operation of the Machine and (i) repair or replacement of defective or worn out parts of the Machine but not including shop reconditioning or replacement of complete assemblies resulting from the wearing out of parts.
4. OME's obligations hereunder shall not include (i) service or maintenance required due to accident, negligence, misuse, specification changes or causes other than normal use, (ii) any service or maintenance in connection with attachments or alteration of the Machine, or (iii) furnishing supplies or additional operator instruction after initial installation of the Machine.
5. Any parts or labor provided by OME under a warranty made by OME in connection with the sale of the Machine by OME to Customer shall be provided pursuant to the terms and conditions of said warranty and not pursuant to this Agreement.
6. Service shall be performed during OME's normal business hours: However, Service, when and if available after OME's normal business hours and on Saturdays and Sundays and Holidays shall be charged at OME's then current maintenance rate for labor, travel and expenses in addition to any amount paid by Customer pursuant to this Agreement.
7. If the Machine is regularly used by more than one (1) shift of personnel, the charge set forth herein shall be increased by fifty (50%) percent for each additional shift regularly using the Machine.
8. If, in OME's opinion, the Machine should be removed for shop reconditioning because on-site repair and/or replacement of parts will not keep the Machine in satisfactory operating condition, OME will submit a cost estimate to Customer for reconditioning, and if authorized by Customer, OME will recondition the Machine at the sole expense of Customer, which will be in addition to any amounts paid by Customer pursuant to this Agreement.
9. With respect to any mechanical scales which may be included under this Agreement, OME will undertake, at an additional charge, to adapt such scale to reflect postal rate changes occurring during the term hereof by supplying, if available from manufacturer, revised charts, overlays, parcel delivery service rate strips or other means of updating. The adaptation of each scale will be scheduled within a reasonable length of time prior to or subsequent to the effective date of a postal rate change.
10. Any parts supplied hereunder shall be free from manufacturing defects in material and workmanship under normal use for period of ninety (90) days after same are supplied to Customer. Under this Agreement OME may occasionally install used parts without altering customer's warranty for that part. This warranty does not apply to any part, which has been tampered with or repaired by persons other than a person authorized by OME to perform Service on the Machine or the part has been subjected to misuse or abuse.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. IN CASE OF ANY BREACH OF THIS WARRANTY, OME'S OBLIGATIONS SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE PART WITHOUT CHARGE. OME SHALL NOT BE LIABLE, IN ANY EVENT, FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES IN CONNECTION WITH SERVICE, PARTS OR LABOR PROVIDED HEREUNDER OR RESULTING FROM ANY USE OR FAILURE OF MACHINES, INCLUDING WITHOUT LIMITATION, LIABILITY FOR CUSOMER'S EXPENSES OR LOSS OF INCOME WHILE MACHINES ARE OUT OF OPERATION.

11. The following are hereby expressly excluded from OME's obligation hereunder:

- | | |
|---|--|
| * Electronic circuit boards | * Consumable supplies |
| * Electronic components required for rate increase/change | * Ink rollers, ink, pre-inked assemblies |
| * Rubber rollers and other consumable rubber parts | * Ink cartridges, ribbons |
| * Advertisement Plates | |

12. Customer represents that Customer is not a party to or bound by any contract, agreement, commitment, or obligation, a breach or default of which would be triggered by Customer's execution and delivery of this Agreement.
13. This Agreement constitutes the entire Agreement between the parties hereto, and supersedes all previous negotiations, commitments and agreements, with respect to its subject matter. This Agreement may not be modified except in writing signed by both parties. The terms of this Agreement shall prevail over any inconsistent terms appearing on any purchase orders or acknowledgements submitted by Customer. Should any legal proceedings be instituted by OME to recover any monies due hereunder, Customer shall pay a reasonable sum as attorney's fees. Neither this Agreement nor any rights hereunder may be assigned by Customer without the prior written consent of OME.

City of Pittsburg

OMECorp. LLC

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



FINANCE AND ADMINISTRATION

201 West 4th Street · Pittsburg KS 66762

(620) 231-4100

www.pittks.org

Interoffice Memorandum

TO: Daron Hall, City Manager

FROM: Jamie Clarkson, Director of Finance

DATE: December 11, 2013

SUBJECT: Agenda Item – December 17, 2013
2014 Ford F-150 Vehicle Purchase

The Utility Administration division has a need for a new meter reader/customer service truck. This truck will be used for reading meters and providing customer service to the City's water customers. This truck will also be used for emergency call out at night and on weekends. The division's current truck is a 2001 Chevrolet S-10 with 135,444 miles on it. The front end is in need of a total rebuild and the four wheel drive no longer works. The repair cost is estimated to be more than the truck is worth. I am requesting permission to purchase (1) 2014 Ford F-150 ½ ton truck utilizing the State of Kansas purchasing contract from Pittsburg Ford at a cost of \$17,685.00. Funds are available in the Utility Administration's operating budget in the meter line item to make this purchase. Thank you for your consideration.

If you have any questions concerning this matter, please contact me.

cc: Tammy Nagel, City Clerk

TIME RECEIVED
December 4, 2013 10:47:10 AM CST

REMOTE CSID

DURATION 38
PAGES 1

STATUS
Received

DEC-03-2013 22:44 From:

To:2405157

Page:1/1

CNGP530

VEHICLE ORDER CONFIRMATION

12/04/13 11:21:21

Dealer: F53473

Page: 1 of 1

Order No: 0014 Priority: B2 Ord FIN: QA218 Order Type: 5B Price Level: 420
Ord PEP: 100A Cust/Flt Name: PITTSBURG KS PO Number:

F1C	F150 4X2 R/C	RETAIL \$24445			
	126" WHEELBASE		794	FRT LICENSE BKT	NC
YZ	OXFORD WHITE			PRICE CONCESSN	
C	CLOTH 40/20/40	NC		REMARKS TRAILER	
S	STEEL GRAY INT		85A	POWER EQUIP GRP	950
100A	EQUIP GRP			.PWR BLACK MIRR	
	.XL SERIES			SP DLR ACCT ADJ	
	.AM/FM STEREO			SP FLT ACCT CR	
	.17" GREY STEEL		B4A	FUEL CHARGE	
99M	3.7L V6 FFV ENG			NET INV FLT OPT	NC
446	ELEC 6-SPD AUTO	NC		PRICED DORA	NC
	.P235 BSW A-T			DEST AND DELIV	1195
XB6	3.73 LTD SLIP	400		TOTAL BASE AND OPTIONS	26990
	6450# GVWR			TOTAL	26990
	26 GAL TANK			*THIS IS NOT AN INVOICE*	
				*TOTAL PRICE EXCLUDES COMP PR	

F1=Help
F4=Submit
S099 - PRESS F4 TO SUBMIT

F2=Return to Order
F5=Add to Library

F3/F12=veh Ord Menu
F9=View Trailers

QC05001

Attn: John Brooks
\$ 17,685.00

Thank you
Gary J. Kutz



Memorandum

TO: Daron Hall, City Manager
FROM: Jamie Clarkson, Director of Finance
DATE: December 5, 2013
SUBJECT: Bank Security Agreement – Landmark National Bank

This security agreement between the City of Pittsburg and Landmark National Bank is needed to replace the security agreement the City had with Citizens Bank. Citizens Bank was bought out by Landmark National Bank this fall. The attached is the City's standard security agreement and allows Landmark National Bank to become an official City depository and thus be eligible to bid on the City's short term investments.

If you have any questions concerning this matter, please contact me.

cc: Tammy Nagel, City Clerk

SECURITY AGREEMENT

This security agreement is made and entered into this 27th day of November, 2013, by and between The City of Pittsburg, Kansas, hereinafter called the "municipality" and Landmark National Bank, hereinafter called the "depository bank".

WHEREAS, the municipality has deposited and will in the future deposit public funds in the depository bank in amounts exceeding the amounts insured by the Federal Deposit Insurance Corporation or its successor, hereinafter called the "FDIC"; and

WHEREAS, the municipality requires that the amounts of its deposits in excess of the amounts insured by the FDIC be secured by pledge of collateral as required and authorized by K.S.A. 9-1401 et seq., and amendments thereto; and

WHEREAS, the depository bank desires to deposit, maintain, pledge and assign, for the benefit of the governing body of the municipality, investment property and financial assets consisting of certificated securities, uncertificated securities, security entitlements, and undivided fractional interests therein, and negotiable promissory notes and mortgages securing payment thereof, to secure the deposits of public funds by municipality in the depository bank; and

WHEREAS, the parties hereto desire to reduce their security agreement to writing:

NOW, THEREFORE, the municipality and the depository bank agree as follows:

1. The securities pledged by the depository bank to secure deposits made by the municipality in the depository bank shall consist of one or more of the following or security entitlements with respect thereto:
 - (a) direct obligations of, or obligations insured by, the U.S. government or any agency thereof;
 - (b) obligations and securities of U.S. sponsored corporations which under federal law may be accepted as security for public funds;
 - (c) bonds of the state of Kansas.

2. The depository bank hereby grants to the municipality and its governing body a security interest in the investment property, financial assets and security entitlements with respect thereto held in the securities account of depository bank.
3. The depository bank shall take such action or actions as are necessary to make the security interest granted herein enforceable and to attach, and to perfect the security interest herein granted. The security interest in the investment property, financial assets and security entitlements with respect thereto granted herein shall be perfected by the depository bank causing control of the investment property, financial assets and security entitlements with respect thereto under the Kansas uniform commercial code to be given to the municipality.
4. The depository bank shall grant municipality a security interest in eligible investment property financial assets and security entitlements with respect thereto having an aggregate market value equal to 100 percent of the amount of the total deposits of public funds in the depository institution, including accrued interest, less so much of any deposits as is insured by the FDIC.
5. The depository bank shall transfer or deposit the investment property, financial assets and security entitlements with respect thereto subject to the security interest to or with the Kansas state treasurer, the federal reserve bank of Kansas City, the federal home loan bank of Topeka, or a state or national bank or trust company authorized to do business in Kansas, as provided in K.S.A. 9-1405, and amendments thereto.
6. The depository bank shall represent and warrant to the municipality that;
 - (a) No other person or entity is a legal and equitable owner of the investment property, financial assets and security entitlements with respect thereto deposited, maintained, pledged and assigned by it to secure the deposits made by the municipality in the depository bank.
 - (b) No security interest has been or will be granted by it in the investment property, financial assets and security entitlements with respect thereto so deposited, maintained, pledged and assigned other than that granted herein or which has been or may be granted in undivided fractional interests in financial assets not pledged to the municipality.

- (c) Deposits made by the municipality in the depository bank are insured by the FDIC in the amount of the deposits up to \$250,000.
- (d) It is duly authorized to execute this agreement, that this agreement has been approved and authorized by its board of directors, that this agreement is reflected in the minutes of said board of directors, and that this agreement will be continuously maintained from the time of its execution as official records of the depository bank.
- 7. The depository bank shall be in default and the municipality shall be entitled to foreclose the security interest in the investment property, financial assets and security entitlements with respect thereto deposited, maintained, pledged and assigned pursuant hereto in the event the depository bank fails to pay, according to its terms, any deposit of funds of the municipality.
- 8. In the event of default, investment property, financial assets and security entitlements with respect thereto deposited, maintained, pledged and assigned pursuant to this agreement shall be subject to sale pursuant to the laws of the state of Kansas to satisfy the obligations of the depository bank to the municipality.
- 9. This security agreement may not be assigned in whole or in part, and is binding upon the parties, their successors and assigns.

The City of Pittsburg, Kansas (Municipality)

By: _____

Its Mayor _____

Landmark National Bank (Depository Bank)

By: Mark A. Hergel

Its EVP/CFO

Municipal Consulting, LLC
2207 N. Free King Hwy
Pittsburg, KS 66762

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

Project Name: Regional Business Climate Survey
Project Manager Name: Steve Robb, Sole Owner
Project Sponsor: City of Pittsburg
Date: October 31, 2013
Prepared by: Steve Robb

Operating Agreement

Purpose of the Operating Agreement

To delineate the responsibilities of each party regarding the conduct of a regional business climate survey for the comparison of factors affecting the decisions of potential new businesses considering relocation to or in Southeast Kansas, Southwest Missouri and Northeast Oklahoma. This agreement is a living document and may be updated as the need arises throughout the project. Any updates will be in the form of a written amendment to this agreement and signed by both parties.

Communications

Communications between the parties may be made in the following means:

1. Written communications will be addressed to the addresses shown above for both parties.
2. E-mail communications will be directed as follows:
 - a. For the Company steverobb@cox.net
 - b. For City: jay.byers@pittks.org
 - c.
3. Telephone communications will be directed as follows:
 - a. For the Company: 620-704-6495
 - b. For City: 620-231-4100

Responsibilities of the Company:

1. Conduct a regional survey of the business climate conditions as listed in the Terms and Conditions below.
2. Compile the survey results in a searchable relational database using Microsoft Access 2007 or later and provide the database to the City.
3. Provide training to designated city staff persons in the use of the database.
4. Provide assistance to city staff in maintaining the database information, including written guidelines on the source location and methods of gathering the data and templates to facilitate future data updates by city staff.
5. Maintain a business liability policy in an amount not less than \$1 million during the term of this agreement (copy attached).
6. Protect and maintain absolute confidentiality of the City as the sponsor of this project.
7. Defend, indemnify and hold harmless the City from any and all alleged or actual claims, demands, causes of action, liability, loss, damage or injury (to property or persons), whether brought by an individual or entity, arising out of or incident to any acts, omissions, negligence or misconduct of the Company.
8. Perform additional services as may be added to this agreement by written amendment.

Responsibilities of the City:

1. Notify the Company of any desired changes in the scope of this project.
2. Provide payments as specified in the Terms and Conditions below.
3. Designate the city staff members that will receive the training on use of the database and make them available for the training at reasonable times.
4. Adhere to any additional conditions that may be added to this agreement by written amendment.

Terms and Conditions:

1. Company will begin the project immediately upon signing of this agreement and will complete the data collection and creation of the database within 60 days of the signing of this agreement.
2. The survey will include the following items:
 - a. Ad valorem tax rate (City, county, school district and special districts)
 - b. Sales tax rate (City, county, special districts)
 - c. Transient guest tax rate
 - d. Gasoline tax rate
 - e. State and local income tax rates
 - f. Municipal and other utility rates:
 - i. Electricity
 - ii. Natural Gas
 - iii. Water
 - iv. Sewer
 - v. Storm Drainage
 - vi. Solid waste
 - vii. Internet service
 - g. Business license fees and other requirements
 - h. Building permit fees and other requirements

- i. Twelve-month historical unemployment rate (typically available only at the county level)
 - j. Prevailing wage rates:
 - i. Unskilled labor
 - ii. Skilled labor
 - iii. Office workers
 - k. Housing values:
 - i. Median value
 - ii. Upper quartile value
 - iii. Prevailing rental rates for a 3-bedroom unit
 - iv. Approximate number units available for rent
 - v. Approximate number of units for sale
 - vi. Recent average sale prices (if available)
 - l. Prevailing lease rates:
 - i. Office space
 - ii. Light manufacturing space
 - iii. Industrial space
 - m. Financial incentives available
 - n. Other incentives available
 - o. Property tax abatement policy
 - p. Economic development organization(s)
 - q. Community Improvement Districts
 - r. Industrial Parks
 - s. Business Parks
 - t. Economic Development staff
 - u. Chamber of Commerce organization
3. The following communities will be included in the survey:
 - a. Carthage, MO
 - b. Joplin, MO
 - c. Neosho, MO
 - d. Nevada, MO
 - e. Miami, OK
 - f. Chanute, KS
 - g. Coffeyville, KS
 - h. Fort Scott, KS
 - i. Independence, KS
 - j. Iola, KS
 - k. Parsons, KS
4. The Company and the City will determine the date and times of training city staff on the database.
5. The total compensation to be paid the Company by the City is \$2,950. The City will issue payments on the following schedule:
 - a. \$2,000 upon delivery of the database program.
 - b. \$950 upon completion of the staff training.
6. The parties agree that this agreement will be subject to the laws of the State of Kansas.

Agreed Upon Dates:

1. The date of signing of this agreement is: _____.
2. The date of completion of the database is _____.
3. The date of city staff training will be determined on delivery of the database program.

Reviewed and approved by:

R. Steven Robb, Sole Owner, Municipal Consulting, LLC

Date:

For the City of Pittsburg

Date:

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	12/04/2013			171929		
C-CHECK	VOID CHECK	V	12/04/2013			171930		
C-CHECK	VOID CHECK	V	12/06/2013			171941		
C-CHECK	VOID CHECK	V	12/06/2013			171948		
C-CHECK	VOID CHECK	V	12/06/2013			171950		
C-CHECK	VOID CHECK	V	12/06/2013			171951		
C-CHECK	VOID CHECK	V	12/06/2013			171952		
C-CHECK	VOID CHECK	V	12/10/2013			171963		

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

TOTAL ERRORS: 0

VENDOR SET: 99 BANK: *	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
		8	0.00	0.00	0.00
BANK: *	TOTALS:	8	0.00	0.00	0.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1616	CITY OF PITTSBURG	R	12/04/2013			171928		17,456.25
1	ANDERSON, CHUCK	R	12/06/2013			171938		300.00
1	BAIMA, HUNTER	R	12/06/2013			171939		42.00
4263	COX COMMUNICATIONS KANSAS LLC	R	12/06/2013			171940		1,347.89
0380	KANSAS DEPARTMENT OF REVENUE	R	12/06/2013			171942		225.00
1	MARRIOT, VANESSA	R	12/06/2013			171943		45.00
1	MARTIN, ERIC	R	12/06/2013			171944		29.00
6922	ROBERT D MCDANIEL	R	12/06/2013			171945		487.50
0349	UNITED WAY OF CRAWFORD COUNTY	R	12/06/2013			171946		95.87
5589	VERIZON WIRELESS SERVICES, LLC	R	12/06/2013			171947		1,157.95
1108	WESTAR ENERGY	R	12/06/2013			171949		68,943.24
5371	PITTSBURG FAMILY YMCA	R	12/06/2013			171953		112.14
1	SNEED, DUSTIN LEE	R	12/06/2013			171954		9,000.00
6154	4 STATE MAINTENANCE SUPPLY INC	R	12/10/2013			171956		190.97
6814	4 STATE TRUCKS	R	12/10/2013			171957		150.00
2004	AIRE-MASTER OF AMERICA, INC.	R	12/10/2013			171958		15.91
5759	COMMUNITY HEALTH CENTER OF SEK	R	12/10/2013			171959		53.00
0021	CUES	R	12/10/2013			171960		874.82
0118	FED EX	R	12/10/2013			171961		42.31
6358	FIRE X INC	R	12/10/2013			171962		1,665.75
0048	JERRY'S SPORTS CENTER	R	12/10/2013			171964		828.00
1515	KANSAS STATE FIREFIGHTERS ASSO	R	12/10/2013			171965		50.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1571	LOY, SMITH & SAGEHORN LLC	R	12/10/2013			171966		122.50
6716	SID BOEDEKER SAFETY SHOE SERVI	R	12/10/2013			171967		120.00
0154	BLUE CROSS & BLUE SHIELD	D	12/06/2013			999999		35,778.03
0224	KDOR	D	12/06/2013			999999		1,002.38
0224	KDOR	D	12/09/2013			999999		4,831.38
0321	KP&F	D	12/06/2013			999999		36,651.62
0728	ICMA	D	12/06/2013			999999		948.93
1050	KPERS	D	12/06/2013			999999		30,378.37
3079	COMMERCE BANK	D	12/09/2013			999999		19,367.81
3570	AMERICAN EXPRESS, INC	D	12/04/2013			999999		193.42
5904	TASC	D	12/06/2013			999999		6,410.00
6415	ING FINANCIAL ADVISORS	D	12/06/2013			999999		4,537.00
7057	CUNNINGHAM ASSOCIATES	E	12/06/2013			999999		69,391.52

* * T O T A L S * *

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	24	103,355.10	0.00	103,355.10
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	10	140,098.94	0.00	140,098.94
EFT:	1	69,391.52	0.00	69,391.52
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

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: 80144 TOTALS:	35	312,845.56	0.00	312,845.56
BANK: 80144 TOTALS:	35	312,845.56	0.00	312,845.56

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0046	ETTINGERS OFFICE SUPPLY	E	12/09/2013			999999		133.25
0200	SHERWIN WILLIAMS COMPANY	E	12/09/2013			999999		481.78
0286	R & R PRODUCTS INC	E	12/09/2013			999999		393.19
0577	KANSAS GAS SERVICE	E	12/09/2013			999999		14,576.31
0812	PICHLER'S CHICKEN ANNIES	E	12/09/2013			999999		145.00
0844	HY-FLO EQUIPMENT CO	E	12/09/2013			999999		6.84
0866	AVFUEL CORPORATION	E	12/09/2013			999999		27,260.85
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	12/09/2013			999999		4,042.57
5195	FERN AND ANGERMAYER LLC	E	12/09/2013			999999		600.00
5883	SPROULS CONSTRUCTION INC	E	12/09/2013			999999		4,650.00
6192	KATHLEEN CERNE	E	12/09/2013			999999		600.00
7038	SIGNET COFFEE ROASTERS	E	12/09/2013			999999		36.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	12	52,925.79	0.00	52,925.79
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:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
	12	52,925.79	0.00	52,925.79
BANK: EFT TOTALS:	12	52,925.79	0.00	52,925.79

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7023	BLEVINS ASPHALT CONSTRUCTION C	R	12/06/2013			171955		200,162.64

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1	200,162.64	0.00	200,162.64
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:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: MAN	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			1	200,162.64	0.00	200,162.64
BANK: MAN	TOTALS:		1	200,162.64	0.00	200,162.64
REPORT TOTALS:			56	565,933.99	0.00	565,933.99

Passed and approved this 17th day of December, 2013.

Michael E. Gray, Mayor

ATTEST:

Tammy Nagel, City Clerk



HUMAN RESOURCES

201 West 4th Street · Pittsburg KS
66762

(620) 231-4100

www.pittks.org

MEMORANDUM

TO: Daron Hall, City Manager
FROM: Megan Fry, Human Resources
RE: 2014 Salary Ordinance
DATE: December 11, 2013

Below are changes to the Salary Ordinance for 2014:

- Added Job Codes to positions.
- Updated City Manager and Legal Officer salary information
- Grade 16E – Addition of Director of Innovation and Director of Planning and Community Services.
- Grade 13E – Moved Recreation Superintendent to this pay grade as responsibilities are similar with other positions in this grade. Moved Community Development Specialist position to grade 9E as some of the duties of this position have moved to the Director of Planning and Community Services.
- Grade 12E – Addition of Downtown District Coordinator position.
- Grade 10 – Addition of Water Distribution Supervisor. This not a new position. Apparently the position title was not added when it was approved. Addition of Mechanic Supervisor. This position oversees the operations and staff of the mechanic division, including implementation of a maintenance tracking system. (Position filled with current staff member). Moved Municipal Court Administrator from grade 7 as this position is a supervisory position, this move puts the position in a similar grade with other supervisory positions.
- Grade 9 – Addition of Response Advocate position in the Police Department. Title change from Grease Program Coordinator to Utility Compliance Coordinator to broaden the position for future compliance issues. Removed Electronics Engineer as this position no longer exists. Upgraded Building Inspector (removing the “I” designation). Remove Building Inspector II.
- Grade 8 – Upgraded Accounting Clerk position to a Staff Accountant I. Moved Building Inspector I from
- Grade 7 – Remove Accounting Clerk position.
- Grade 6 – Moved Animal Control Officer from grade 5 to grade 6. This position was split between an Officer for enforcement and an Animal Control Technician (grade 5) with a focus on the shelter, adoption

- program, etc. Changed Utility Office Clerk to Customer Service Specialist in order to align with Customer Service Counter.
- Grade 5 – As noted above the Animal Control Technician was added to this pay grade. Changed Section 8 Housing Coordinator to Housing Coordinator as there are many Housing programs through Community Development. (Currently there is no one in this position). Moved Maintenance Worker III into this position to align duties with the pay grade and to create a tiered path for Maintenance Worker positions.
 - Grade 4 – Removed Facility Coordinator and Report Taker as these are old positions no longer in use.
 - Grade 3 – Removed Part Time and/or Temporary from the position title as those terms are related to the employment status of the person filling the position, not necessarily related to the function of the position. Removed the Building Maintenance position as no longer needed. Added Maintenance Worker II to this pay grade, again to align duties with pay range and create a tiered path for Maintenance Worker positions.
 - Grade 2 – Removed Part Time and/or Temporary from the position title as those terms are related to the employment status of the person filling the position, not necessarily related to the function of the position. Removed Report Taker position as it is no longer in use. Added Maintenance Worker I, again to align duties with pay grade.
 - Grade 1 - Removed Part Time and/or Temporary from the position title as those terms are related to the employment status of the person filling the position, not necessarily related to the function of the position. Added Cashier/Concession Worker position, which is used at the Aquatic Center. Added Receptionist title as an entry level clerical position, if needed.
 - Police Department – P3 – Adding Criminal Investigator and Narcotics Investigator and removing Police Detective to have positions more specific to what role the position performs. Also added the Crime Analyst position.
 - Fire Department – F2 – Changed Firefighter II to Fire Driver/Operator to clarify role of position.

ORDINANCE NO. S-1011

AN ORDINANCE AMENDING ORDINANCE S-995 FIXING THE SALARY AND COMPENSATION OF THE OFFICERS AND EMPLOYEES OF THE CITY OF PITTSBURG, KANSAS.

BE IT HEREBY ORDAINED BY THE GOVERNING BODY OF THE CITY OF PITTSBURG, KANSAS:

Section 1. Salary and Compensation of Officers and Employees. Officers and employees of the City of Pittsburg, Kansas, shall receive salary and hourly wages, payable in bi-weekly installments, not to exceed the amount set opposite the respective classification of the officer or employee.

Section 2. City Commission. City Commissioners shall serve without compensation. Provided, however, each Commissioner shall be entitled to receive and be reimbursed for any reasonable expenses incurred as the result of trips outside of the City on any City business or expenses incurred by such Commissioners in the performance of any official act for or on behalf of the City.

Section 3. City Manager's Authority. The City Manager is hereby empowered to employ qualified persons to fill any department head position at an annual salary at no more than the maximum amount allowed herein, and to employ qualified persons to fill any position other than department head on an annual salary or hourly wage at no more than the maximum amount allowed herein. Employees' salaries and wages may be increased by the City Manager at reasonable intervals until the maximum amount is reached and as may be allowed and paid from time to time. The City Manager is further empowered to allow salary incentive payments in addition to the base salary amounts contained herein, as authorized by the City Commission, for such items as Fire Department First Responder and EMT certificates, Public Works licenses and operator certificates, and Police education and special assignment duties, provided that such incentive payments do not increase employee pay more than 5% above the maximum amounts shown herein.

Section 4. City Manager and Legal Officers. The City Manager and the following legal officers shall receive annual salary as herein enumerated:

<u>CLASSIFICATION</u>	<u>ANNUAL SALARY</u>
City Manager	\$110,000
City Attorney	\$56,014
Legal Advisor / Municipal Court Prosecutor	\$44,782
Municipal Court Judge	\$30,617

Section 5. Department Heads and Exempt Employees. Amounts listed below are for exempt department heads and employees who are paid on a salary rate basis. Exempt employees are not eligible for overtime compensation.

GRADE	JOB CODE	CLASSIFICATION	MINIMUM ANNUAL SALARY	MAXIMUM ANNUAL SALARY
17E	730	Assistant City Manager	\$62,095	\$102,473
16E	700 701 702 703 704 705 706 707 708 709 710	City Engineer Director Of Economic Development Director Of Finance & Budget Director Of Human Resources Director Of Parks & Recreation Director Of Public Utilities Director Of Public Works Fire Chief Police Chief Director of Innovation Director of Planning and Community Services	\$56,450	\$93,563
14E	650 651 652 653 654	Assistant Director Of Public Utilities Assistant Director Finance & Admin Assistant Director Of Public Works Deputy Chief Of Police Information Technology Manager	\$47,442	\$78,605
13E	600 601 602 603 605 606 607 608 609 610 611 612 613 614	Admin Support Services Coordinator Battalion Fire Chief Building Official City Clerk Golf Course Superintendent Network Administrator II Operations Superintendent Park Maintenance Superintendent Police Lieutenant Recreation Superintendent Street Superintendent Water Distribution Superintendent WTP Superintendent WWTP Superintendent	\$44,381	\$72,453
12E	502 550 551 552 553 554 555 557	Accounting Manager Airport Manager Fire Marshal/Safety Coordinator Memorial Auditorium Manager Network Administrator I Office Manager Public Relations Manager Downtown District Coordinator	\$40,687	\$65,239

Section 5. Department Heads and Exempt Employees. Amounts listed below are for exempt department heads and employees who are paid on a salary rate basis. Exempt employees are not eligible for overtime compensation.

GRADE	JOB CODE	CLASSIFICATION	MINIMUM ANNUAL SALARY	MAXIMUM ANNUAL SALARY
11E	500 501 505 506	Stormwater Collection Foreman Utilities Foreman City Planner Public Works Foreman	\$38,071	\$58,874
10E	430	Technical Director	\$34,900	\$53,995
9E	413 414 415 604	Assistant Golf Course Superintendent Clubhouse Manager Parks & Recreation Operations Manager Community Development Specialist	\$32,002	\$49,645

Section 6. Non-Exempt Employees. Amounts listed below are for non-exempt employees who are paid on a hourly rate basis. Overtime, based on 1.5 times the appropriate hourly rate, is paid for all hours in excess of 40 hours in a 7-day work cycle.

GRADE	JOB CODE	CLASSIFICATION	MINIMUM HOURLY RATE	MAXIMUM HOURLY RATE
10	450 451 452 453 454 455 456 457 458 459 307 460	Administrative Assistant to the City Manager Communications Supervisor Engineering Supervisor Facility Maintenance Supervisor Public Works Supervisor Traffic & Communication Supervisor Water Distribution Supervisor WTP Maintenance Technician WW Collect System Supervisor WWTP Maintenance Technician Municipal Court Administrator Mechanic Supervisor	\$16.78	\$25.96

GRADE	JOB CODE	CLASSIFICATION	MINIMUM HOURLY RATE	MAXIMUM HOURLY RATE
9	401 402 403 404 405 406 418 350	Engineering Technician Field Supervisor Park Forester Project Coordinator Utility Compliance Coordinator WWTP Quality Controller Family Response Advocate Building Inspector	\$15.39	\$23.87
8	351 352 353 354 355 356	Codes Enforcement Inspector Housing Rehab Specialist Information Technology Specialist WTP Operator II WWTP Operator II Staff Accountant I	\$14.11	\$21.82
7	301 302 303 304 305 306 308 309 310 311 312 313 314	Administrative Assistant Cemetery Caretaker Communications Technician Heavy Equipment Operator Housing Assistant Mechanic Stormwater Collection Operator II Street Sweeper Operator Utility Location Specialist Water Specialist WTP Operator I WW Collection System Operator WWTP Operator I	\$12.93	\$19.99
6	230 260 261 262 263 264 265 266 267 269 271	Animal Control Officer Airport Attendant Facility Maintenance Technician Light Equipment Operator Municipal Court Clerk Police Records Clerk Prosecution Clerk Stormwater Collection Operator I Traffic & Communications Technician Water Service Representative Customer Service Specialist	\$11.85	\$18.34

GRADE	JOB CODE	CLASSIFICATION	MINIMUM HOURLY RATE	MAXIMUM HOURLY RATE
5	231 232 233 234 235 236 238 239	Aquatic Center Maintenance Manager Aquatic Center Manager Assistant Clubhouse Manager Building Maintenance Worker Housing Coordinator Maintenance Worker III Umpire Animal Control Technician	\$10.87	\$16.82
4	200 201 202 203 204 205	Clerk Typist Custodian Customer Service Representative GIS Clerk Laborer I Park Maintenance Worker	\$9.97	\$15.42
3	145 146 147 148 149 150 151	Aquatic Center Assistant Manager Assistant Technical Director Instructor Maintenance Worker II Parking Enforcement Officer Recreation Program Leader Security Guard	\$8.12	\$11.67
2	125 126 127 128	Lead Event Worker Maintenance Worker I Park Custodian Scorekeeper	\$7.25	\$9.74
1	100 101 102 103 104 105 106 107 108	Cashier/Concession Worker Clubhouse Worker Event Worker Intern Laborer Lifeguard Maintenance Worker Receptionist Recreation Program Worker	\$7.25	\$7.79

Section 7. Hourly Wages for Full Time Firefighters: Amounts listed below are for non-exempt firefighters who are paid on an hourly rate basis. Overtime, based on 1.5 times the appropriate hourly rate, is paid for all hours in excess of 106 hours in a 14-day work cycle, based upon 2,912 hours worked in a year.

F4	315	Fire Captain	\$12.68	\$21.02
F3	237	Fire Lieutenant	\$10.74	\$17.79
F2	160	Fire Driver/Operator	\$ 9.09	\$15.06
F1	157	Firefighter I	\$ 7.71	\$12.76

Section 8. Hourly Wages for Full Time Police Officers. Amounts listed below are for non-exempt police officers who are paid on an hourly rate basis. Overtime, based on 1.5 times the appropriate hourly rate, is paid for all hours in excess of 40 hours in a 7-day work cycle.

P4	504	Police Sergeant	\$18.31	\$30.31
P3	419	Crime Analyst	\$15.94	\$26.40
	420	Criminal Investigator		
	421	Narcotics Investigator		
P2	317	Police Officer II	\$13.89	\$23.01
P1	316	Police Officer I	\$12.10	\$20.04

Section 9. Additional Employees. The City Manager may, when necessary, employ additional personnel who shall receive for their services an amount based on the rate being paid for similar work as herein provided, the rate of pay for such work to be determined by the City Manager.

Section 10. Repealed. That Ordinance No. S-995 of the City of Pittsburg, Kansas, and all other ordinances, or parts of Ordinances, in conflict herewith be, and the same are, hereby repealed.

Section 11. Effective Date. This Ordinance shall take effect as of January 1st, 2014, after its passage and publication in the official City paper.

PASSED THIS 17th DAY OF DECEMBER, 2013.

MICHAEL GRAY, Mayor

ATTEST: _____
TAMMY NAGEL, City Clerk