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CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, May 23, 2023
5:30 PM

CALL TO ORDER BY THE MAYOR:

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

CONSENT AGENDA (ROLL CALL VOTE):

- a. Approval of the May 9, 2023, City Commission Meeting minutes.
- b. Approval of the recommendation from Police Department staff to waive the normal bidding process and purchase a LiveScan system directly from HID Global in the amount of \$20,603.32 and authorize the issuance of the necessary purchase order.
- c. Approval of the Appropriation Ordinance for the period ending May 23, 2023, subject to the release of HUD expenditures when funds are received.

CONSIDER THE FOLLOWING:

- a. ENTERPRISE FLEET MANAGEMENT AGREEMENT - Consider staff recommendation to enter into a lease agreement with Enterprise Fleet Management for the purpose of providing fleet vehicles to the City. **Approve or disapprove of the recommendation and, if approved, authorize the Mayor and City Clerk to sign the agreements on behalf of the City.**
- b. EARLES ENGINEERING & INSPECTION - ENGINEERING SERVICES AGREEMENT- Consider staff recommendation to enter into an Engineering Services Agreement with Earles Engineering & Inspection, Inc., of Pittsburg, Kansas, to provide professional design services in relation to the extension of the water main and construction of the sewer lift station and force main to serve the Southwest Industrial Park. **Approve or disapprove the recommendation and, if approved, authorize the Mayor and City Clerk to sign the Agreement on behalf of the City.**

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, May 23, 2023
5:30 PM

- c. CHANGE ORDER #1 - WATER TREATMENT PLANT WELL #3 REPAIRS - Consider staff recommendation to approve Change Order #1 to the contract with Mr. Pump, LLC, for the repairs to Well #8 at the Water Treatment Plant, reflecting an increase in the amount of \$156,875, to include a new pump bowl assembly, new 316 stainless steel shafts, and spider bearings. **Approve or disapprove the Change Order and, if approved, authorize the Mayor to sign the necessary documents on behalf of the City.**

- d. PURCHASE OF BUSES - Consider staff recommendation to purchase two 34-passenger buses from Pittsburg State University in the total amount of \$18,000. **Approve or disapprove staff recommendation.**

NON-AGENDA REPORTS & REQUESTS:

THE MAYOR'S MOMENT:

ADJOURNMENT

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
May 9, 2023

A Regular Session of the Board of Commissioners was held at 5:30 p.m. on Tuesday, May 9, 2023, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor Ron Seglie presiding and the following members present: Cheryl Brooks, Stu Hite, Dawn McNay and Chuck Munsell.

Mayor Seglie led the flag salute.

Major Eric Johnson, on behalf of the Salvation Army, provided an invocation.

APPROVAL OF MINUTES – On motion of Munsell, seconded by Hite, the Governing Body approved the April 25, 2023, City Commission Meeting minutes as presented. Motion carried.

ORDINANCE NO. S-1094 – On motion of Munsell, seconded by Hite, the Governing Body adopted Ordinance No. S-1094, revoking and amending Section 1 of Ordinance No. S-1093, in order to correct the effective date of an additional City Retailers Sales Tax in the amount of one-half of one percent (0.5%) within the City of Pittsburg, to become effective on January 1, 2024, and authorized the Mayor to sign the Ordinance on behalf of the City. Motion carried.

STOP SIGNS – OLIVE STREET – On motion of Munsell, seconded by Hite, the Governing Body approved the recommendation of the Traffic Advisory Board to place stop signs at the intersections of 5th & Olive and 6th & Olive converting the two-way stops to four-way stops in an effort to address traffic and safety concerns on the east side of Westside Elementary School, and authorized City Staff to install the signs. Motion carried.

AQUATIC CENTER ADMISSION FEES – On motion of Munsell, seconded by Hite, the Governing Body approved staff recommendation to raise the Aquatic Center daily youth admission fee from \$3.25 to \$4.00 and the daily adult admission fee from \$4.25 to \$5.00. Motion carried.

EMERGENCY SOLUTIONS GRANT APPLICATION – On motion of Munsell, seconded by Hite, the Governing Body approved staff recommendation to submit an Emergency Solutions Grant (ESG) application to the Kansas Housing Resources Corporation in the amount of \$415,668.50 for homeless services including prevention, rapid re-housing and day shelter services, and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried.

APPROPRIATION ORDINANCE – On motion of Munsell, seconded by Hite, the Governing Body approved the Appropriation Ordinance for the period ending May 9, 2023, subject to the release of HUD expenditures when funds are received. Motion carried with the following roll call vote: Yea: Brooks, Hite, McNay, Munsell and Seglie.

ORDINANCE NO. G-1348 – On motion of Hite, seconded by Brooks, the Governing Body adopted Ordinance No. G-1348, annexing land into the limits and boundaries of the City of Pittsburg, Kansas, pursuant to K.S.A. 12-520 (a) (7), as amended, and authorized the Mayor to sign the Ordinance on behalf of the City. Motion carried.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
May 9, 2023

ORDINANCE NO. S-1095 – On motion of Hite, seconded by McNay, the Governing Body adopted Ordinance No. S-1095, terminating a Redevelopment District and related Redevelopment Project Plan within the City (North Broadway TIF District), and authorized the Mayor to sign the Ordinance on behalf of the City. Motion carried.

U.S. 69 HIGHWAY - Kansas Department of Transportation (KDOT) representatives presented information and received public comments regarding the U.S. 69 Highway project.

The following individuals provided input regarding the project:

Ken Brock
Dan Muter
Linda Grilz
Bert Patrick
Bailey Cares
Debbie Brock
Marty Beezley
Sarah Dodson
Jerry Lomshek
Dave Loiselle
Barb Loiselle
Cody Cowan
Jeff Briggs
Jovanna Brackett-Oetinger
Blake Benson
Ralph McGeorge
Steve Garner
Kris Hemby
Chuck Heckert
Cooper Brown
Kevin Mitchelson
Paula Renn-Eller
Jeremy Martinous

ADJOURNMENT: On motion of McNay, seconded by Munsell, the Governing Body adjourned the meeting at 7:54 p.m. Motion carried.

Ron Seglie, M.D., Mayor

ATTEST:

Tammy Nagel, City Clerk



BRENT NARGES
Chief of Police

PITTSBURG

POLICE DEPARTMENT

Beard-Shanks Law Enforcement Center

201 North Pine Street

Pittsburg, Kansas 66762

(620) 235-0400

To: City Manager Daron Hall
Chief of Police Brent Narges

From: Major Ben Henderson

Date: May 16, 2023

Subject: Pittsburg City Commission meeting agenda item, for the May 23, 2023,
meeting, re: LiveScan fingerprint system purchase

The Pittsburg Police Department needs to acquire an updated LiveScan system for use by our Municipal Court and Records Division for helping to accurately report conviction data to the Kansas Bureau of Investigation and for conducting (limited) pre-employment fingerprint-based records checks for various organizations. The LiveScan system utilizes an Automated Fingerprint Identification System (AFIS), which is used to process fingerprints and palm prints to positively identify individuals and to help either locate their existing criminal history records information or verify the absence of such records.

The Police Department last purchased a LiveScan system over 10 years ago, which was installed in the Records Division during the first week of May, 2011. However, this system is based on Microsoft's Windows 7 software, and is no longer able to receive updates for security threats, such as Internet viruses and malware, and is becoming increasingly susceptible to such threats. The company who installed our first LiveScan system advised our current unit is not compatible with recent Windows upgrades, and that the unit is considered to be at the end of its service life and no longer maintainable.

The Police Department needs to purchase a new, updated LiveScan system in order to continue utilizing its ability for helping to accurately report conviction dispositions from our Municipal Court (such as Domestic Battery and Stalking) to the Kansas Bureau of Investigation. During the course of the criminal charging process, the Kansas Adult Disposition Report (KADR) form is used to list the alleged charges against an offender, which is then affirmed through the application of the offender's left and right index fingerprints being permanently marked to the form. If an offender is convicted in court, this disposition form is then updated to reflect that conviction, and it is sent to the Kansas Bureau of Investigation as permanent record of that offender's criminal history. The fingerprints on this form lend to undisputed proof that the offender in question is the subject of that particular record.

The LiveScan system is also used by Police Department staff for completing the necessary individual identification and fingerprinting of offenders for the charging of alleged misdemeanor offenses in non-arrest cases (i.e. a court summons or traffic citation was issued instead of an actual arrest being made). During this process, which normally occurs during the first appearances stage of court proceedings, staff will take 10-prints, palm prints and side-palm prints of the alleged offender using the LiveScan system and digitally submit those fingerprints to the Kansas Bureau of Investigation.

The Records Division currently uses the LiveScan system in conjunction with a Canon Digital Single-Lens Reflex (DSLR) camera for identifying and photographing alleged offenders during the fingerprinting process for the Municipal Court. These identification photographs are also then submitted to the Kansas Bureau of Investigation.

Additionally, the Police Department intends to offer the new LiveScan system for pre-employment fingerprint-based records checks for the Kansas Real Estate Commission, the Kansas Board of Emergency Medical Services (EMT's and Paramedics), and the Kansas Department of Health and Environment's Child and Daycare operations. Because our current LiveScan system is so antiquated (Windows 7 based software), the Police Department is unable to incorporate the new Originating Agency Identifier (ORI) numbers for these organizations to be able to electronically submit fingerprints to the state.

If approved for this purchase, and the new LiveScan system is acquired, the Police Department can make an application with the Kansas Bureau of Investigation to update our status with the state as an Electronic Submission Agency for select pre-employment fingerprinting.

To date, the Kansas Board of Healing Arts and Kansas Board of Education have not entered into an agreement with the Kansas Bureau of Investigation for use of a LiveScan system for their pre-employment fingerprint-based records checks, therefore necessitating the continued use of ink-rolled fingerprint cards. However, this does not preclude the future consideration of using a digital fingerprinting system for these organizations, should they enter into an agreement with the state. This would then enable the Police Department to be better able to help serve the various needs of our community and get faster turnaround times for licensing professionals.

Presently, the Police Department also has to use ink-rolled fingerprint cards for our own pre-employment fingerprint-based records checks of all employees. Using the updated LiveScan system with our ORI number should allow Police Department employees to also be digitally fingerprinted during the background check phase of their pre-employment process and receive faster turnaround times for results.

The Pittsburg Police Department is seeking the City Commission's approval to purchase a new LiveScan system, which includes the workstation desktop, monitor, printer, scanning device, signature pad, scanning software and submission software, directly from HID Global, for the purchase price of \$20,603.32. The new LiveScan system will allow the Police Department Records Division to capture 10-prints, palm prints, side-palm prints and other relevant identification data based on the current specifications and requirements as outlined by the Kansas Bureau of Investigation. (*Quote from HID Global included.*)

The quote from HID Global includes one-year agreements for technical support and maintenance on hardware and software, with the option to renew after the first year.

HID Global also currently provides the same LiveScan system for the Crawford County Sheriff's Office, which is used at that agency's book-in station for fingerprinting arrestees at the county jail.

If authorized, this purchase would be made using funds from the Public Safety Sales Tax.

Would you please place this item on the agenda for the Pittsburg City Commission meeting scheduled for Tuesday, May 23, 2023. The requested action will be approval or disapproval of staff's request to waive the normal bidding process and purchase this LiveScan system directly from HID Global for the total of \$20,603.32, and, if approved, authorize the issuance of the necessary purchase order.

If there are any questions, please feel free to contact me at your convenience.

Thank you,

Major B. Henderson
Pittsburg Police Dept.

Attachments: Quote from HID Global
Photos of current LiveScan system (*Note: The DSLR camera is a separate item and is not part of this purchase request memo.*)



Owned By: Donald Sutton

Cell: (647) 746-7559

Phone:

Email: don.sutton@hidglobal.com

Customer Contact: Billing Susie Ewan

Customer: Pittsburg Police Department

Customer Address: PO BOX 611

PITTSBURG Kansas
66762 United States

Quote Number: SQ-2023-QTO-192853

Revision No.: 1

Approval Date: 03/08/2023

Expiration Date: 06/04/2023

Currency: USD

Terms: NET 30

Integrator:

Distributor:

Quote Description:

Item	Description	Qty	Sale Price Each	Extended Sale Price
920190-01	SHIPPING ASSEMBLY, L SCAN 1000, LSE RUNTIME LICENSE, SILICONE MEMBRANE - EAT OPEN MARKET PRICE LIST	1	\$12,870.00	\$12,870.00
930174	CMT ADVANTAGE MAINT, YR 1, HW - L SCAN 1000, L SCAN 500, DEVICE ONLY DOMESTIC - 12 months - EAT OPEN MARKET PRICE LIST	1	\$1,138.32	\$1,138.32
925244-003	WORKSTATION DESKTOP FOR USB 10 PRINT LIVESCAN W/LSMS - EAT OPEN MARKET PRICE LIST	1	\$1,890.00	\$1,890.00
420334	MONITOR, 19" BLACK, FLAT, LCD - EAT OPEN MARKET PRICE LIST	1	\$300.00	\$300.00
900439	KIT, FBI CERTIFIED NETWORK PRINTER, DOUBLE SIDED PRINTING - EAT OPEN MARKET PRICE LIST	1	\$950.00	\$950.00
930158	CMT ADVANTAGE MAINT, YR 1, HW, ALL SYSTEM PERIPHERALS INTEGRATED AND PROVIDED BY CMT, DOMESTIC - 12 months - EAT OPEN MARKET PRICE LIST	1	\$270.00	\$270.00
850391-009	SOFTWARE, LSMS CONFIGURATION, KANSAS - KBI - EAT OPEN MARKET PRICE LIST	1	\$0.00	\$0.00

850181-009	SOFTWARE, SUBMISSION, KANSAS - EAT OPEN MARKET PRICE LIST	1	\$495.00	\$495.00
950083	CMT ADVANTAGE MAINT,YR 1, STANDARD CMT SW, LSMS - 12 months - EAT OPEN MARKET PRICE LIST	1	\$270.00	\$270.00
950084	CMT ADVANTAGE MAINT,YR 1,STANDARD CMT SW, LSMS SUBMISSION SOFTWARE - 12 months - EAT OPEN MARKET PRICE LIST	1	\$90.00	\$90.00
930100-01	IMPLEMENTATION, FIRST DAY ON-SITE - EAT OPEN MARKET PRICE LIST	1	\$2,250.00	\$2,250.00
BIO-PUB-FREIGHT	FREIGHT CHARGES (116) - EAT OPEN MARKET PRICE LIST	1	\$80.00	\$80.00

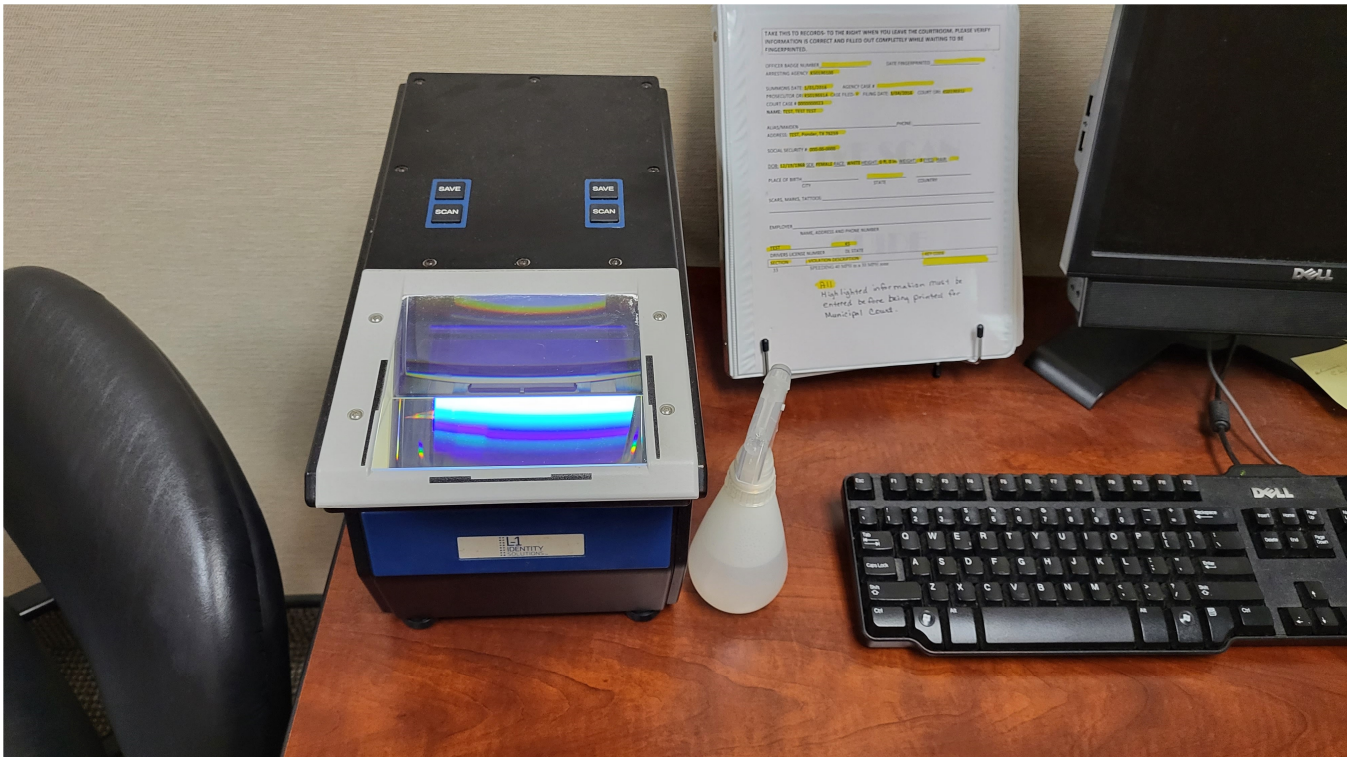
TOTAL: \$20,603.32

Product(s) may require an export license if being shipped outside of the United States of America. Please consult your Account Manager for more information.

Please note: when Volume Pricing is quoted, the Discount Percentage will apply to the Quantity Tier ordered, and this may not match the Quantity Tier quoted.

UNLESS A SEPARATE WRITTEN AND MUTUALLY EXECUTED AGREEMENT IS CURRENTLY IN FORCE BETWEEN HID AND PURCHASER, PURCHASE OF THE PRODUCTS AND/OR SERVICES LISTED ABOVE IS GOVERNED BY THE APPLICABLE TERMS AND CONDITIONS LOCATED AT WWW.HIDGLOBAL.COM/SALES-POLICY ("HID TERMS AND CONDITIONS")







VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3668	MID AMERICA PROPERTIES OF PITT							
E-CHECK	MID AMERICA PROPERTIES	VOIDED	V 5/08/2023			018665		520.78CR
1	ARTIST SALES	UNPOST						
M-CHECK	ARTIST SALES	UNPOST	V 5/10/2023			193256		100.00CR
1	REFUND BP	UNPOST						
M-CHECK	REFUND BP	UNPOST	V 5/10/2023			193276		154.80CR
C-CHECK	VOID CHECK		V 5/05/2023			193298		
C-CHECK	VOID CHECK		V 5/05/2023			193305		
C-CHECK	VOID CHECK		V 5/05/2023			193306		
8739	ALLEN SAMUELS CDJR							
C-CHECK	ALLEN SAMUELS CDJR	UNPOST	V 5/08/2023			193315		217,896.00CR
8739	ALLEN SAMUELS CDJR							
M-CHECK	ALLEN SAMUELS CDJR	UNPOST	V 5/10/2023			193315		
C-CHECK	VOID CHECK		V 5/11/2023			193326		
C-CHECK	VOID CHECK		V 5/11/2023			193327		
C-CHECK	VOID CHECK		V 5/11/2023			193328		
C-CHECK	VOID CHECK		V 5/11/2023			193329		
C-CHECK	VOID CHECK		V 5/11/2023			193330		
C-CHECK	VOID CHECK		V 5/11/2023			193331		
C-CHECK	VOID CHECK		V 5/11/2023			193354		
C-CHECK	VOID CHECK		V 5/11/2023			193355		
C-CHECK	VOID CHECK		V 5/11/2023			193356		
C-CHECK	VOID CHECK		V 5/11/2023			193357		
C-CHECK	VOID CHECK		V 5/11/2023			193358		

* * 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:	18 VOID DEBITS	0.00			
	VOID CREDITS	218,671.58CR	218,671.58CR	0.00	

TOTAL ERRORS: 0

	NO		INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: *	18		218,671.58CR	0.00	0.00
BANK: * TOTALS:	18		218,671.58CR	0.00	0.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6952	ADP INC							
I-632752617	ADP FEES	D	5/12/2023	1,698.30		000000		
I-632752887	ADP FEES	D	5/12/2023	1,703.15		000000		
I-632752919	ADP FEES	D	5/12/2023	5,577.55		000000		8,979.00
7290	DELTA DENTAL OF KANSAS INC							
I-202305164413	CLAIMS PAID 4-28 TO 5-04-23	D	5/05/2023	3,663.95		000000		3,663.95
7290	DELTA DENTAL OF KANSAS INC							
I-202305164414	CLAIMS PAID 5-05 TO 5-11-23	D	5/12/2023	3,721.04		000000		3,721.04
8526	HEALTH PLANS, INC							
I-202305164411	CLAIMS PAID 4-26 TO 5-02-23	D	5/05/2023	93,690.67		000000		93,690.67
8526	HEALTH PLANS, INC							
I-202305164412	CLAIMS PAID 5-03 TO 5-09-23	D	5/12/2023	36,223.55		000000		36,223.55
8703	THE BLUE SPOON LLC							
I-202305054347	MEALS FOR LUNCH MEETINGS	E	5/08/2023	430.00		018643		430.00
8708	NOTCH 8, LLC							
I-15131	MT OLIVE MAINTENANCE	E	5/08/2023	20,030.19		018644		20,030.19
8736	KOENIG EQUIPMENT INC.							
I-09569454	2018 VENTRAC MOWER	E	5/08/2023	16,005.00		018645		16,005.00
8737	EK ENTERPRISE							
I-163	PIZZA FOR CONCESSIONS	E	5/08/2023	253.00		018646		
I-165	PIZZA FOR CONCESSION	E	5/08/2023	209.00		018646		462.00
0044	CRESTWOOD COUNTRY CLUB							
I-APR 30/23 KF	APR 2023 DUES	E	5/08/2023	281.19		018647		281.19
0046	ETTINGERS OFFICE SUPPLY							
I-553505-0	MISC OFFICE SUPPLIES	E	5/08/2023	109.80		018648		
I-554017-0	MISC OFFICE SUPPLIES	E	5/08/2023	9.95		018648		
I-554581-0	MISC OFFICE SUPPLIES	E	5/08/2023	111.98		018648		
I-554615-0	MISC OFFICE SUPPLIES	E	5/08/2023	79.90		018648		311.63
0054	JOPLIN SUPPLY COMPANY							
I-S4744441.001	FLANGE REPAIR	E	5/08/2023	830.28		018649		830.28
0055	JOHN'S SPORT CENTER, INC.							
I-19564	BOOTS: CADE BRYANT	E	5/08/2023	133.12		018650		
I-19565	WORK BOOTS: CADE BRYANT	E	5/08/2023	116.10		018650		
I-19799	JEANS: GREG HARDISTER	E	5/08/2023	118.50		018650		367.72

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0105	PITTSBURG AUTOMOTIVE							
I-981930 A	AIR / FUEL FILTERS	E	5/08/2023	7.00		018651		
I-982692	LIGHT BULB FOR TRUCK	E	5/08/2023	11.98		018651		18.98
0133	JIM RADELL CONSTRUCTION COMPAN							
I-806	610 E 10TH - SEWER MAIN & TAP	E	5/08/2023	2,784.00		018652		2,784.00
0142	HECKERT CONSTRUCTION CO INC							
I-7552	ASPHALT	E	5/08/2023	22,557.62		018653		22,557.62
0194	KANSAS STATE TREASURER							
I-202305054358	APR 2023 COURT FEES	E	5/08/2023	1,923.50		018654		1,923.50
0276	JOE SMITH COMPANY, INC.							
I-320823	4 OAK CONCESSIONS	E	5/08/2023	185.05		018655		185.05
0294	COPY PRODUCTS, INC.							
I-459204	COPIER MAINTENANCE FEES	E	5/08/2023	1,926.48		018656		1,926.48
0583	DICKINSON INDUSTRIES INC							
I-223140	MACC: BANNERS	E	5/08/2023	2,210.80		018657		2,210.80
0636	SAM BROWN & SON SHEET METAL							
I-5329	FACILITY MAINTENANCE	E	5/08/2023	80.00		018658		80.00
0659	PAYNES INC							
I-36452	08 SPARTAN FIRE TRUCK BRAKES	E	5/08/2023	1,324.68		018659		1,324.68
0711	HAYNES EQUIPMENT CO INC							
I-27986H	GASKET	E	5/08/2023	135.00		018660		135.00
1478	KANSASLAND TIRE #1828							
I-28370	LOOSE TIRE REPAIR	E	5/08/2023	22.00		018661		
I-28451	SAWTOOTH: S389	E	5/08/2023	35.40		018661		
I-29047	FLAT REPAIR	E	5/08/2023	61.92		018661		119.32
2825	STATE OF KANSAS							
I-MAR23DAT8195100	MAR 2023	E	5/08/2023	477.23		018662		477.23
2960	PACE ANALYTICAL SERVICES LLC							
I-2360179813	LAB FEES 2023	E	5/08/2023	713.70		018663		
I-2360180135	LAB FEES 2023	E	5/08/2023	662.30		018663		
I-2360181045	LAB FEES 2023	E	5/08/2023	662.30		018663		
I-2360181580	LAB FEES 2023	E	5/08/2023	662.30		018663		
I-2360182022	LAB FEES 2023	E	5/08/2023	662.30		018663		3,362.90

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2994	COMMERCIAL AQUATIC SERVICE INC							
C-CRM0001294	CREDIT FOR OVERPAYMENT	E	5/08/2023	411.17CR		018664		
I-44170-1	PUMP HOSE REPAIR	E	5/08/2023	267.47		018664		
I-46127-1	POOL VACUUM	E	5/08/2023	8,189.10		018664		8,045.40
3668	MID AMERICA PROPERTIES OF PITT							
I-42053	TONNAGE DUMPED	V	5/08/2023	520.78		018665		520.78
3668	MID AMERICA PROPERTIES OF PITT							
E-CHECK	MID AMERICA PROPERTIES OVOIDED	V	5/08/2023			018665		520.78CR
4618	TRESA LYNNE MILLER							
I-202305054357	APR 2023	E	5/08/2023	979.00		018666		979.00
4621	JCI INDUSTRIES INC							
I-8250627	SEW FA87	E	5/08/2023	2,200.00		018667		2,200.00
5482	JUSTIN HART							
I-202305044344	MAY 2023 MONTHLY SERVICE	E	5/08/2023	70.00		018668		70.00
5623	CRAWFORD COUNTY CLERK							
I-202305054352	PSST SPECAIL ELECTION	E	5/08/2023	10,169.44		018669		10,169.44
5648	JASON WISKE							
I-MAY 2023	2023 COURT SERVICE FEE	E	5/08/2023	1,000.00		018670		1,000.00
7239	JERRY MILLER							
I-05-18-23	MAY 2023 AWOS	E	5/08/2023	425.00		018671		425.00
7427	OLSSON INC							
I-445851	USACE INDIVIDUAL PERMIT	E	5/08/2023	9,000.00		018672		9,000.00
7540	THOMAS W NICHOLS							
I-7164	JAN-MAR 2023 AWOS DATA SVC	E	5/08/2023	180.00		018673		180.00
7629	EARLES ENGINEERING & INSPECTIO							
I-16550	NEW WWTP DESIGN	E	5/08/2023	91,595.00		018674		91,595.00
7852	TRIA HEALTH, LLC							
I-0523-0122	APR 2023	E	5/08/2023	1,428.72		018675		1,428.72
7939	JOHN M WARREN INC							
I-0413523-IN	MILLER SPREADER	E	5/08/2023	349.75		018676		349.75

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8200	PLUNKETT'S PEST CONTROL INC							
I-8010978	MAY 2023: PEST CONTROL	E	5/08/2023	556.25		018677		556.25
8309	MISSISSIPPI LIME COMPANY							
I-1666777	QUICKLIME CALCIUM OXIDE	E	5/08/2023	8,851.97		018678		8,851.97
8326	KAYLYN HITE							
I-MAY 2023	2023 COURT SERVICE FEE	E	5/08/2023	1,000.00		018679		1,000.00
8649	UPLINK, LLC							
I-6945	SOUTH WATER TOWER	E	5/08/2023	2,000.00		018680		
I-7913	CITY HALL: SECURITY	E	5/08/2023	27.00		018680		2,027.00
8741	SHANE KANNAR							
I-202305054356	RHID PAYMENT # 1 - PAYTON'S	E	5/08/2023	9,693.83		018681		9,693.83
8731	BJG NELSON HOLDING, INC							
I-202305054360	FIREARM CLEANING SYSTEM	E	5/08/2023	5,603.45		018688		5,603.45
8743	SCHNELLE SM INC							
I-202305054359	FIREPLACE CREATIONS PROJECT	E	5/08/2023	63,750.00		018689		63,750.00
5014	MID-AMERICA SANITATION INC.							
I-42053	TONNAGE	E	5/08/2023	520.78		018690		520.78
5396	MIDWEST REGIONAL BALLET, LLC							
I-202305054361	MARY POPPINS SETTLEMENT	E	5/08/2023	13,504.98		018691		13,504.98
8712	ALLEN, GIBBS, & HOULIK, LLC							
I-953937	FEB 2023 ACCOUNTING SERVICE	E	5/08/2023	7,370.00		018692		
I-954398	MAR 2023 ACCOUNTING SERVICE	E	5/08/2023	4,538.00		018692		11,908.00
3668	MID AMERICA PROPERTIES OF PITT							
C-42053	REVERSE TONNAGE DUMPED INVOICE	E	5/10/2023	520.78CR		018693		
D-42053	CORRECT CREDIT MEMO	E	5/10/2023	520.78		018693		
0748	CONRAD FIRE EQUIPMENT							
I-563696	MISC FIRE GEAR-KEY HOSE	E	5/12/2023	2,589.96		018694		
I-565540	PIERCE CUSTOM PUMPER	E	5/12/2023	860.55		018694		
I-565591	MISC FIRE GEAR	E	5/12/2023	269.44		018694		
I-565592	MISC FIRE GEAR	E	5/12/2023	269.44		018694		
I-566189	MISC FIRE GEAR	E	5/12/2023	290.42		018694		
I-567712	TOP OFF FLUIDS	E	5/12/2023	261.84		018694		
I-567713	DRIVER WINDOW REPAIR	E	5/12/2023	206.98		018694		4,748.63

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6524	ELLIOTT EQUIPMENT COMPANY							
C-172310	CM INVOICE 172310	E	5/12/2023	3,680.00CR		018695		
I-172648	LEVEL WIND	E	5/12/2023	433.92		018695		
I-172715	WARTHOG 3/4"	E	5/12/2023	1,573.28		018695		
I-172741	SEWER HOSE	E	5/12/2023	1,806.10		018695		
I-172949	3/4"X10" LEADER HOSE	E	5/12/2023	241.20		018695		374.50
7138	OME CORP, LLC							
I-278038	IS/IM 3 & 4 SERIES INK	E	5/12/2023	222.00		018696		222.00
7392	ASSURECO RISK MANAGEMENT & REG							
I-12465	MAY 2023 EPA RMP COMPLIANCE	E	5/12/2023	350.00		018697		350.00
8205	MRI SOFTWARE LLC							
I-MRIUS1393218	APRIL MONTHLY LICENSE FEE	E	5/12/2023	485.00		018698		
I-MRIUS1393221	APRIL 2023 MONTHLY FEE ACCOUNT	E	5/12/2023	520.00		018698		
I-MRIUS1394343	MAY 2023 MONTHLY LICENSE FEE	E	5/12/2023	520.00		018698		1,525.00
8232	BAYSINGERS POLICE SUPPLY INC							
I-1058301	FRONT ID PANELS	E	5/12/2023	15.00		018699		15.00
8528	SARANN AUTO LEASING, INC.							
I-2654	LEASE VEHICLES	E	5/12/2023	650.00		018700		
I-2656	LEASE VEHICLES	E	5/12/2023	650.00		018700		
I-2672	LEASE VEHICLES	E	5/12/2023	650.00		018700		1,950.00
8560	SOUTHERN UNIFORM AND TACTICAL,							
I-147172-1	NAME TAGS	E	5/12/2023	44.60		018701		
I-147179-1	MISC UNIFORM SUPPLIES	E	5/12/2023	525.05		018701		569.65
8724	ASSURED PARTNERS CAPITAL, INC							
I-63774	PROP & LIAB INS JUNE 2023	E	5/12/2023	3,750.00		018702		3,750.00
0046	ETTINGERS OFFICE SUPPLY							
I-554674-0	MISC OFFICE SUPPLIES	E	5/12/2023	142.53		018703		
I-554745-0	ETTINGERS OFFICE SUPPLY	E	5/12/2023	182.82		018703		
I-554798-0	MISC OFFICE SUPPLIES	E	5/12/2023	233.14		018703		558.49
0054	JOPLIN SUPPLY COMPANY							
I-S4767771.001	STARPIPE MJT0808	E	5/12/2023	1,365.02		018704		1,365.02
0055	JOHN'S SPORT CENTER, INC.							
I-19653	HARAUGHTY-JEANS	E	5/12/2023	150.00		018705		
I-19655	HARAUGHTY-BOOTS	E	5/12/2023	150.00		018705		300.00

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0068	BROOKS PLUMBING LLC							
I-131442	SOLAR WATER HEATER	E	5/12/2023	6,269.96		018706		6,269.96
0101	BUG-A-WAY INC							
I-120894	FD #3 REG SERVICE	E	5/12/2023	30.00		018707		
I-121632	FD #3 REG SERVICE	E	5/12/2023	30.00		018707		
I-122628	FD #1 REG SERVICE	E	5/12/2023	30.00		018707		
I-122629	FD #3 REG SERVICE	E	5/12/2023	30.00		018707		
I-122630	FD #2 REG SERVICE	E	5/12/2023	30.00		018707		150.00
0105	PITTSBURG AUTOMOTIVE							
I-978446	SYN POWER 10W30 QT	E	5/12/2023	14.38		018708		
I-982196	QT HP GEAR OIL 85-140	E	5/12/2023	19.98		018708		
I-982202	DOOR TRIM	E	5/12/2023	3.16		018708		
I-982497	ECONOMY AW46 5-GAL	E	5/12/2023	46.20		018708		
I-982833	ELBOW CONNECTOR/KIT PCV SYSTEM	E	5/12/2023	28.46		018708		
I-982993	FUEL FILTER	E	5/12/2023	2.66		018708		
I-983545	YELLOW BONE SPONGEX4	E	5/12/2023	11.36		018708		
I-983576	2019 DODGE CHARGER	E	5/12/2023	35.63		018708		
I-983620	RTU EXT LIFE 55 GAL	E	5/12/2023	379.99		018708		
I-983829	OIL FILTER	E	5/12/2023	17.00		018708		
I-983844	DEGREASER	E	5/12/2023	33.99		018708		
I-983954	HOSE FITTINGS	E	5/12/2023	86.06		018708		
I-984030	134A 12OZ CAN SS	E	5/12/2023	36.20		018708		
I-984089	HOSE FITTINGS	E	5/12/2023	40.51		018708		
I-984467	AIR & OIL FILTERS	E	5/12/2023	273.76		018708		1,029.34
0133	JIM RADELL CONSTRUCTION COMPAN							
I-61	STORM PIPE 2801 N ROUSE	E	5/12/2023	7,400.00		018709		7,400.00
0142	HECKERT CONSTRUCTION CO INC							
I-7560	ASPHALT	E	5/12/2023	16,900.33		018710		
I-7564	ASPHALT	E	5/12/2023	7,012.91		018710		23,913.24
0207	PEPSI-COLA BOTTLING CO OF PITT							
I-702208	MACC:WATER FOR CONCESSIONS	E	5/12/2023	72.50		018711		72.50
0328	KANSAS ONE-CALL SYSTEM, INC							
I-3040434	287 LOCATES @ 1.20	E	5/12/2023	344.40		018712		344.40
0364	CRAWFORD COUNTY SHERIFF'S DEPA							
I-202305094381	MAR 2023 PRISONERS HELD	E	5/12/2023	3,875.00		018713		3,875.00

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0409	WISEMAN'S DISCOUNT TIRE INC							
I-364465	DISCOVERER HT/3 10PLY	E	5/12/2023	423.90		018714		
I-364626	MASTERCRAFT STRATUS AP	E	5/12/2023	568.00		018714		
I-364847	SMOOTH	E	5/12/2023	96.95		018714		
I-364907	AIR LOCK TURF 6PLY	E	5/12/2023	92.95		018714		1,181.80
0486	MID-STATES ORGANIZED CRIME INF							
I-2023694-IN	2023 MEMBERSHIP FEE	E	5/12/2023	250.00		018715		250.00
0695	BERBERICH TRAHAN & CO PA							
I-31098	FISCAL YEAR 2022 AUDIT	E	5/12/2023	25,000.00		018716		25,000.00
0726	PITTSBURG STATE UNIVERSITY							
I-571	APR 2023 1ST QUARTER PYMT	E	5/12/2023	13,750.00		018717		13,750.00
0746	CDL ELECTRIC COMPANY INC							
I-W85065	REPAIR AIR HANDLER	E	5/12/2023	1,309.23		018718		
I-W86171	HEAT AND AIR REPAIR	E	5/12/2023	1,836.94		018718		3,146.17
0844	HY-FLO EQUIPMENT CO., INC.							
I-140424	GUN & WAND ASSEM X2	E	5/12/2023	170.00		018719		170.00
0866	AVFUEL CORPORATION							
I-018586851	JET FUEL 7465.00	E	5/12/2023	21,503.46		018720		21,503.46
1141	THE G W VAN KEPPEL COMPANY							
I-SW0124644-1	TRANSMISSION REPAIR	E	5/12/2023	2,093.56		018721		2,093.56
1478	KANSASLAND TIRE #1828							
I-29151	TIRES/INSTALATION	E	5/12/2023	273.99		018722		
I-29212	TIRE REPAIR	E	5/12/2023	21.00		018722		294.99
1792	B&L WATERWORKS SUPPLY, LLC							
I-005644	18X24 WHITE METER BOX	E	5/12/2023	490.32		018723		
I-005691	3/4" BRASS 90	E	5/12/2023	109.00		018723		599.32
2186	PRODUCERS COOPERATIVE ASSOCIAT							
I-1044335	DIESEL	E	5/12/2023	980.20		018724		980.20
2707	THE LAWNSCAPE COMPANY, INC.							
I-05-03-2023	EUROPE PARK MAINTENANCE	E	5/12/2023	1,209.50		018725		1,209.50
2767	BRENNTAG SOUTHWEST, INC							
I-BSW461847	LIQUID CHLORINE	E	5/12/2023	3,992.00		018726		3,992.00

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2921	DATA PROSE LLC							
I-DP2301631	APR 2023 MONTHLY BILLING FEES	E	5/12/2023	5,010.98		018727		5,010.98
2960	PACE ANALYTICAL SERVICES LLC							
I-2360182512	LAB FEES	E	5/12/2023	320.10		018728		320.10
3261	PITTSBURG AUTO GLASS							
I-6279	REAR GLASS 2005 FORD RANGER	E	5/12/2023	375.00		018729		
I-6282	INSTALL GLASS WINDOW-TRACTOR	E	5/12/2023	100.00		018729		475.00
3668	MID AMERICA PROPERTIES OF PITT							
I-202305114387	APR 2023 HAP REIM- CORRECTION	E	5/12/2023	100.00		018730		100.00
4307	HENRY KRAFT, INC.							
I-438285	MISC JANITORIAL SUPPLIES	E	5/12/2023	213.18		018731		213.18
5014	MID-AMERICA SANITATION INC.							
I-42131	CITY WIDE CLEAN UP	E	5/12/2023	644.12		018732		
I-42132	309 MEMORIAL DR	E	5/12/2023	282.50		018732		926.62
5420	AQUIONICS INC							
I-0057866-IN	ARC TUBE	E	5/12/2023	1,793.47		018733		1,793.47
6851	SCHULTE SUPPLY INC							
I-S1198238.001	3/4 STL COUPLING	E	5/12/2023	914.88		018734		914.88
7038	SIGNET COFFEE ROASTERS							
I-1240	COFFEE	E	5/12/2023	110.00		018735		
I-1255	CITY HALL COFFEE	E	5/12/2023	110.00		018735		220.00
7100	FIRST UNITED METHODIST CHURCH							
I-202305094379	FFY 2023 ESG REIMBURSEMENT	E	5/12/2023	10,994.30		018736		10,994.30
7240	JAY HATFIELD CERTIFIED USED CA							
I-42327	2019 DODGE CHARGER	E	5/12/2023	1,803.32		018737		1,803.32
7629	EARLES ENGINEERING & INSPECTIO							
I-16459	NEW WWTP DESIGN	E	5/12/2023	118,595.25		018738		118,595.25
7744	DARREN L SWARTZ							
I-202305104382	MAY 2023 FARMERS MARKET	E	5/12/2023	8.00		018739		8.00
7749	CHARLIE PHILLIPS							
I-202305104383	MISTY PHILLIPS-FM TOKEN REFUND	E	5/12/2023	12.00		018740		12.00

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7754	I-202305104385	WILLOW TREE WEAVING MAY 2023 FARMERS MARKET	E	5/12/2023	9.00	018741		9.00
7906	I-1996	ARNETT GLASS REPLACE GLASS IN DOOR -MA	E	5/12/2023	970.00	018742		970.00
7959	I-470	ALL ABOARD FOUNDATION MAY 2023 LEASE	E	5/12/2023	2,598.56	018743		2,598.56
7995	I-11865755	HERITAGE TRACTOR INC BALL BEARING	E	5/12/2023	12.86	018744		12.86
8103	I-202305114389	ANDY ROBERTS MAY 2023-FARMERS MARKET	E	5/12/2023	28.00	018745		28.00
8147	I-8204739	CHEM-AQUA, INC. WATER TREATMENT PROGRAM	E	5/12/2023	439.86	018746		439.86
8206	I-35789874	LINDE INC LIQUID CARBON DIOXIDE	E	5/12/2023	3,769.80	018747		3,769.80
8246	I-5254	BETHANY ANN BROOKS LAND BANK MOWING	E	5/12/2023	332.00	018748		332.00
8309	I-1668796	MISSISSIPPI LIME COMPANY QUICKLIME CALCIUM OXIDE	E	5/12/2023	8,813.13	018749		8,813.13
8554	I-1048	LACEY O'BRIEN JAN 2023 CAR WASH	E	5/12/2023	606.00	018750		
	I-1059	APRIL 2023 CAR WASH	E	5/12/2023	739.00	018750		1,345.00
8649	I-7554	UPLINK, LLC FD-REPLACE RADIO	E	5/12/2023	706.42	018751		
	I-8276	FD-PURCHASE 2 VHF RADIOS	E	5/12/2023	1,412.84	018751		2,119.26
8749	I-202305114390	STACY HUTSON MAY 2023 FARMERS MARKET	E	5/12/2023	3.00	018752		3.00
8742	I-202305054355	JMAC QOZ BUSINESS II 1ST APPROVED REIMB EDAC PROJ	R	5/05/2023	166,666.67	193292		166,666.67
4895	I-21268	4W METAL BUILDING SUPPLY CO, I PSU PICKLEBALL PROJECT	R	5/05/2023	1,187.21	193293		1,187.21

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5561	AT&T MOBILITY							
I-287276356936	DOWNTOWN SECURITY	R	5/05/2023	148.20		193294		148.20
8278	GERSON BOCANEGRA							
I-202305044345	2 HRS OF INTERPRETER SERVICE	R	5/05/2023	50.00		193295		50.00
3516	CITY OF PITTSBURG							
I-202305054351	KIDDIELAND STARTUP	R	5/05/2023	200.00		193296		200.00
7517	CRAW-KAN TELEPHONE COOPERATIVE							
I-202305054348	JEFF BAIR MAY 2023	R	5/05/2023	89.98		193297		
I-202305054349	MONTHLY SERVICE MAY 2023	R	5/05/2023	1,249.95		193297		1,339.93
1108	EVERGY KANSAS CENTRAL INC							
I-202305054354	STREET LIGHTS	R	5/05/2023	24,549.00		193299		24,549.00
8545	FORTLINE, INC							
I-5910433	GASKET/ TEE	R	5/05/2023	4,608.00		193300		
I-6012582	BALL/ KEY VLV	R	5/05/2023	1,850.00		193300		
I-6014105	CLAMP	R	5/05/2023	1,950.00		193300		8,408.00
8392	KANSAS CHILDFIRST, INC.							
I-202305044346	KANSAS CHILDFIRST, INC.	R	5/05/2023	150.00		193301		150.00
8505	PITTSBURG PUBLISHING COMPANY,							
I-1065	PUBLIC NOTICE- 523 E 8TH	R	5/05/2023	222.40		193302		
I-1066	ORDER FOR DEMO - 1706 N JOPLIN	R	5/05/2023	166.80		193302		
I-1067	ORD NO. S-1093	R	5/05/2023	83.40		193302		472.60
6684	PSU FOUNDATION INC							
I-PECFY23	PLASTER CENTER LEASE	R	5/05/2023	175,000.00		193303		175,000.00
8375	TRASH HOG LLC							
I-22699	MONTHLY SERVICE	R	5/05/2023	1,394.00		193304		1,394.00
6730	DJB INVESTMENTS, LLC							
I-8784	12'CLASS 111 RCP	R	5/05/2023	1,500.00		193307		1,500.00
1	VANBECELAERE, JIM							
I-202305054353	VANBECELAERE, JIM:	R	5/05/2023	290.00		193308		290.00
5589	CELLCO PARTNERSHIP							
I-9933185477	CITY I-PADS; MONTHLY SERVICE	R	5/05/2023	96.93		193309		96.93

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8732 I-202305054362	BRANDON SPEAR UMPIRE	R	5/05/2023	50.00		193310		50.00
8651 I-202305054363	PAYTON COPHER UMPIRE	R	5/05/2023	125.00		193311		125.00
8745 I-202305054366	MICHAEL S JOHNSON UMPIRE	R	5/05/2023	75.00		193312		75.00
8729 I-202305054364	NATHAN HUGHES UMPIRE	R	5/05/2023	100.00		193313		100.00
7480 I-202305054365	RODGER PETRAIT UMPIRE	R	5/05/2023	125.00		193314		125.00
8739 I-202305084367 I-202305084368	ALLEN SAMUELS CDJR 2023 DODGE DURANGOS 2023 DODGE DURANGOS	V V	5/08/2023 5/08/2023	174,896.00 43,000.00		193315 193315		217,896.00
8739 M-CHECK	ALLEN SAMUELS CDJR ALLEN SAMUELS CDJR	UNPOST	V 5/10/2023			193315		217,896.00CR
8739 I-202305094378	ALLEN SAMUELS CDJR 2023 DODGE DURANGOS	R	5/09/2023	217,600.00		193316		217,600.00
2876 I-05-04-2023	CRAIG FARNSWORTH PD & FD DRY CLEANING	R	5/11/2023	295.00		193317		295.00
8692 I-SP6/20779	ALTA CONSTRUCTION EQUIPMENT NE ENDGATE SHOE	R	5/11/2023	549.67		193318		549.67
0516 I-90481478 I-90487894 I-90487895 I-90488322	AMERICAN CONCRETE CO INC CONCRETE CONCRETE CONCRETE CONCRETE	R R R R	5/11/2023 5/11/2023 5/11/2023 5/11/2023	703.25 2,182.00 541.00 299.00		193319 193319 193319 193319		3,725.25
8278 I-202305114392	GERSON BOCANEGRA 1 HR OF INTERPRETER SERVICE	R	5/11/2023	25.00		193320		25.00
8732 I-202305114397	BRANDON SPEAR UMPIRE	R	5/11/2023	50.00		193321		50.00

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0145	BROADWAY LUMBER COMPANY, INC.							
I-2305-525045	1/2X20 #4 REBAR FOR FENCE	R	5/11/2023	19.98		193322		19.98
3516	CITY OF PITTSBURG							
I-202305114388	KIDDIELAND RESERVE BAG	R	5/11/2023	200.00		193323		200.00
8055	CLEAN UNIFORM COMPANY							
I-94651	UNIFORMS	R	5/11/2023	520.16		193324		
I-94767	UNIFORMS	R	5/11/2023	38.24		193324		558.40
5759	COMMUNITY HEALTH CENTER OF SEK							
I-1501	FLU SHOTS	R	5/11/2023	120.00		193325		
I-1600	DRUG SCREEN	R	5/11/2023	30.00		193325		
I-732	DRUG SCREENS	R	5/11/2023	1,750.00		193325		1,900.00
8651	PAYTON COPHER							
I-202305114395	UMPIRE	R	5/11/2023	75.00		193332		75.00
7648	COVERTTRACK GROUP INC							
I-2622023	ANNUAL MEMBER DUES	R	5/11/2023	550.00		193333		550.00
4263	COX COMMUNICATIONS KANSAS LLC							
I-202305084369	MONTHLY SERVICE	R	5/11/2023	696.60		193334		696.60
4263	COX COMMUNICATIONS KANSAS LLC							
I-202305084370	MONTHLY SERVICE	R	5/11/2023	387.69		193335		387.69
4263	COX COMMUNICATIONS KANSAS LLC							
I-202305094372	FD #2 MONTHLY SERVICE	R	5/11/2023	91.99		193336		91.99
4263	COX COMMUNICATIONS KANSAS LLC							
I-202305094373	FD #3 MONTHLY SERVICE	R	5/11/2023	78.21		193337		78.21
4263	COX COMMUNICATIONS KANSAS LLC							
I-202305094374	FD #1 MONTHLY SERVICE	R	5/11/2023	52.48		193338		52.48
4263	COX COMMUNICATIONS KANSAS LLC							
I-202305114393	MEM AUD: MONTHLY SERVICE	R	5/11/2023	96.54		193339		96.54
0375	WICHITA WATER CONDITIONING							
I-239114	HOUSING: MAY 2023 COOLER RENT	R	5/11/2023	10.50		193340		10.50
2111	DELL MARKETING L.P.							
I-10668913188	PD:COMPUTERS	R	5/11/2023	801.00		193341		801.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0226	KDOR LIQUOR TAX							
I-202305094376	LIQUOR DRINK TAX RETURN	R	5/11/2023	43.80		193342		43.80
7190	LEXISNEXIS RISK DATA MANAGEMEN							
I-1578646-20230430	APR 2023 2 USERS	R	5/11/2023	381.92		193343		381.92
1	LONGAN, DAVID							
I-202305094380	BOOTS	R	5/11/2023	150.00		193344		150.00
8636	M L & S INC							
I-108119	VENTRAC STOCK	R	5/11/2023	498.27		193345		498.27
8729	NATHAN HUGHES							
I-202305114394	UMPIRE	R	5/11/2023	25.00		193346		25.00
8748	MELVIN HERSHBERGER							
I-202305114391	MAY 2023 FARMERS MARKET	R	5/11/2023	18.00		193347		18.00
8252	PERRY SUMMY							
I-202305094377	FM TOKEN REFUND	R	5/11/2023	45.00		193348		45.00
1	PETERSON, HUNTER							
I-202305114386	REFUND	R	5/11/2023	40.00		193349		40.00
7480	RODGER PETRAIT							
I-202305114396	UMPIRE	R	5/11/2023	75.00		193350		75.00
8375	TRASH HOG LLC							
I-22682	1903 S OLIVE: HAUL PLUS 3	R	5/11/2023	400.00		193351		400.00
7442	UNIFIED SCHOOL DISTRICT #250-C							
I-202305104384	MAY 2023 FARMERS MARKET	R	5/11/2023	21.00		193352		21.00
5589	CELLCO PARTNERSHIP							
I-9933866682	CITY CELL PHONES	R	5/11/2023	13,343.14		193353		13,343.14
1	SYNCB/AMAZON							
I-202305174416	SYNCB/AMAZON:	R	5/17/2023	309.04		193359		309.04

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
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* * T O T A L S * *	NO			INVOICE AMOUNT		DISCOUNTS		CHECK AMOUNT
REGULAR CHECKS:	53			842,937.02		0.00		625,041.02
HAND CHECKS:	0			0.00		0.00		0.00
DRAFTS:	5			146,278.21		0.00		146,278.21
EFT:	103			613,984.22		0.00		613,463.44
NON CHECKS:	0			0.00		0.00		0.00
VOID CHECKS:	2 VOID DEBITS		0.00					
	VOID CREDITS	218,416.78CR		218,416.78CR		0.00		

TOTAL ERRORS: 0

	NO			INVOICE AMOUNT		DISCOUNTS		CHECK AMOUNT
VENDOR SET: 99 BANK: 80144 TOTALS:	163			1,384,782.67		0.00		1,384,782.67
BANK: 80144 TOTALS:	163			1,384,782.67		0.00		1,384,782.67
REPORT TOTALS:	163			1,384,782.67		0.00		1,384,782.67

Passed and approved this 23rd day of May, 2023.

Ron Seglie, M.D., Mayor

ATTEST:

Tammy Nagel, City Clerk

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Director of Public Works & Utilities

DATE: May 18th 2023

SUBJECT: Agenda Item – May 23rd 2023
Enterprise Management Fleet Agreement

City Staff is requesting the Governing body enter into a Lease Agreement with Enterprise Fleet Management for the purpose of providing fleet vehicles to the city.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, May 23rd, 2023? Action being requested is to approve or disapprove staff's request and, if approved, authorize the Mayor to sign the agreements on behalf of the City.

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

Attachment: Enterprise Master Equity Lease Agreement
Addendum to Equity Master Lease Agreement

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, 20____, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms and conditions set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement, each of which are incorporated herein as part of a single, unitary Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term, subject to Lessor's right to recoup any amounts Lessor would owe to Lessee under this Section 3(c) against any obligations of Lessee to Lessor under this Agreement. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to and recouped against any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances (including without limitation such federal, state and local laws, statutes, rules, regulations and ordinances governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. In connection with autonomous vehicles and automated driving systems and the parts, components and products related thereto, Lessee agrees to comply with all applicable guidance and professional standards issued, released or published by governmental and quasi-governmental agencies, including without limitation the federal guidance for automated vehicles published by the Department of Transportation and the Federal Automated Vehicle Policy issued by the U.S. Department of Transportation and the National Highway Traffic Safety Administration. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, licensing, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled, registered and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling, licensing and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Lessee will not make (or cause to be made) any alterations, upgrades, upfitting, additions or improvements (collectively, "Alterations") to any Vehicle which (i) could impact or impair the "motor vehicle safety" (as defined by the Motor Vehicle Safety Act) of the Vehicle, or (ii) could impact, impair, void or render unenforceable the manufacturer's warranty. Without the prior written consent of Lessor, Lessee will not make (or cause to be made) any Alterations to any Vehicle which (i) detracts, impairs, damages or alters the Vehicle's nature, purpose, economic value, remaining useful life, functionality, utility, software or controls, or (ii) subjects the Vehicle or any part or component of such Vehicle to any lien, charge or encumbrance. Any Alterations of any nature to a Vehicle are made at Lessee's sole cost, risk and liability, including without limitation, any such Alterations approved by, or made with the assistance or at the direction of Lessor. Any replacement parts added to any Vehicle shall be in at least as good an operating condition as the prior part before the replacement (assuming such part was, at the time of the replacement, in the condition required by the terms of this Agreement). Any Alterations to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4 and shall be free of any liens, charges or encumbrances; provided, however, Lessor shall have the right at any time to require Lessee to remove any such Alteration at Lessee's sole cost, expense and liability. In no event or instance shall the value of any Alterations be regarded as rent. Lessee and Lessor acknowledges and agrees that Lessor will not be required to make any repairs, replacements or Alterations of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any such Vehicle(s) or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

(d) In no event shall Lessor, Servicer or any other agent of Lessor or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this Agreement, including, without limitation, any breach or performance of this Agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not Lessor, Servicer or any other agent of Lessor or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability, and that Lessor will suffer immediate and irreparable harm if Lessee fails to comply with such obligations:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage per accident with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage per accident - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage per accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage per accident (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage per accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage per accident (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$1,000 per accident - Collision and \$1,000 per accident - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under

this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition, a going concern audit comment of Lessee or any guarantor (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

Initials: EFM_JA Customer_DH

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: <u>The City of Pittsburg, Kansas</u>	LESSOR: <u>Enterprise FM Trust</u>
Signature: _____	By: <u>Enterprise Fleet Management, Inc. its attorney in fact</u>
By: <u>Daron Hall</u>	Signature: _____
Title: <u>City Manager</u>	By: <u>Jesse Amsinger</u>
Address: <u>201 W. 4th St.</u>	Title: <u>Finance Director</u>
<u>Pittsburg, KS 66762</u>	Address: <u>5359 Merriam Drive</u>
_____	<u>Merriam, KS 66203</u>
_____	_____
Date Signed: _____, _____	Date Signed: _____, _____

Initials: EFM JA Customer DH

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of April, 2023 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the ____ day of April, 2023 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and City of Pittsburg, Kansas ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 3(b) of the Master Equity Lease Agreement is amended to read as follows:

In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with a standard loan amortization table and the adjusted amount will be payable by Lessee to Lessor on the termination date.

Section 3(c) of the Master Equity Lease Agreement is amended to read as follows:

Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value, based on third party sources such as Black Book, of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value, based on third party sources such as Black Book, of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term, subject to Lessor's right to recoup any amounts Lessor would owe to Lessee under this Section 3(c) against any obligations of Lessee to Lessor under this Agreement. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the reasonable judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

Section 9(c) of the Master Equity Lease Agreement is amended to read as follows:

Except in the event of the negligence or willful misconduct of Servicer or any other agent of Lessor, none of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee. Notwithstanding the preceding sentences Lessee may cancel such Vehicle order without any liability, if (i) Lessor is unable to locate or purchase a Vehicle ordered by Lessee, (ii) there is a delay in delivery of a Vehicle ordered by Lessor from a dealership and such delay continues for longer than thirty (30) days, or (iii) there is a delay in delivery of a Vehicle ordered by Lessor from a manufacturer and Lessor is able to cancel such order without any liability.

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Kansas (determined without reference to conflict of law principles).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the day and year first above written.

City of Pittsburg, Kansas (Lessee)

Enterprise FM Trust (Lessor)
By: Enterprise Fleet Management, Inc., its attorney in fact

By _____

By _____

Title: _____

Title: _____

Date Signed: _____, _____

Date Signed: _____, _____

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Director of Public Works & Utilities

DATE: May 18th 2023

SUBJECT: Agenda Item – May 23rd 2023
Engineering services for
SW Industrial Park Lift Station and Water Main

City Staff is requesting the Governing Body to enter into an agreement with Earles Engineering & Inspection, Inc, of Pittsburg KS to provide professional design services for the Southwest Industrial Pak Lift Station. The project entails design of the new sewer lift station and force main to serve the Southwest Industrial Park and an additional water main extension would be added to loop the existing water line.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, May 23rd, 2023? Action being requested is to approve or disapprove staff's request and, if approved, authorize the Mayor to sign the agreement on behalf of the City.

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

Attachment: Earles Engineering & Inspection Contract

Earles Engineering & Inspection, Inc

Civil & Structural Engineers – Construction Inspectors – Surveyors

116 N Augustus St.; McPherson, Kansas 67460

Phone: (785) 309-1060

Fax: (785) 309-1061

211 N Kansas Ave.; Liberal, Kansas 67901

Phone: (620) 626-8912

Fax: (620) 626-5408

112 W 4th St.; Pittsburg, Kansas 66762

Phone: (620) 308-5577

WOMAN OWNED MINORITY FIRM -

email: earlesinc@earleseng.com

web: earlesengineering.com

May 15 2023

City of Pittsburg

201 West 4th Street

Pittsburg, KS 66762

Attn: Daron Hall, City Manager

Email: daron.hall@pittks.org

RE: SW Industrial Park Lift Station and Water Main

Dear Mr. Hall:

This letter is written to serve as a letter contract between the City of Pittsburg, herein after referred to as the “**CLIENT**”, and Earles Engineering & Inspection, Inc., hereinafter referred to as the “**CONSULTANT**”, to provide professional design services for the SW Industrial Park Lift Station, force main and water line extension Project. The total estimate construction cost is \$900,000 and is as described below.

Scope of Work

The proposal is to provide the following services:

The scope of the project entails completing the final design of the new sewer lift station and force main to serve the SW Industrial Park. Additional water main extension would be added to loop the existing water line. It will be necessary to prepare detailed plans to guide construction procedures. Specific aspects of this process will include the following:

- 1) Topographic Survey
 - a) Locate existing utilities within the project limits
 - b) Survey topography within the ROW and easements
 - c) Write descriptions for any need easements
 - d) Provide boundary surveys, as needed to establish Rights-of-Way
- 2) Preliminary Design
 - a) Determine preliminary project details
 - (1) Calculate current and future sewer loads
 - (2) Layout the Gravity sewers for the area
 - (3) Estimate flows the Sewer Lift Station and Force main to connect to the existing force main
 - (4) Layout new water main
 - ii) Initial meeting with client
 - b) Preliminary plans
 - i) Gravity sewer plans
 - ii) Sewer Lift Station plans
 - iii) Water Main Plans
 - iv) Details for construction of improvements
 - c) Client review and approval

- i) Meeting to discuss preliminary plans
- 3) Final Design
 - a) Final design plans
 - b) Final cost estimate
- 4) Bidding/Construction Administration
 - a) Prepare specifications and prepare bid documents
 - b) Send out plans and specifications for contractor bids
 - c) Answer contractor questions and prepare addendums to bid as necessary
 - d) Receive bids and recommend award
 - e) One (1) site visit at substantial completion of work
- 5) Construction Inspection as Needed (Hourly) by Separate Agreement

Timing and Scheduling

Earles Engineering & Inspection, Inc. can initiate work on the project within four weeks of official notice-to-proceed.

Fee Proposal

Based on the scope of professional services described above in Items 1) through 4), the overall Lump Sum project cost will be:

Surveying Fee	\$	9,800.00
Engineering Fee		
• Preliminary Design	\$	39,000.00
• Final Design	\$	19,515.00
• Bidding/Construction Administration	\$	6,000.00
TOTAL ENGINEERING FEE	\$	64,515.00

The Client will be billed on a monthly basis, based on work completed to date.

Printing

Electronic copies of the preliminary drawings and associated documents will be provided for review purposes. Three sets of Final Drawings will be provided to the Client. Additional sets of documents will be supplied as necessary, at CLIENT'S expense.

Final materials to be delivered to the "CLIENT" at the conclusion of the project will include any maps, drawings, or other items assembled during the course of the project.

Other Considerations

This proposal may be extended through fee negotiation to include any additional services performed by the following reasons at any time in the future:

- 1) When directed by people from your organization to perform services either by verbal or by written instructions, which may or may not relate to the originally performed services, and for which no other specific contractual arrangements between our two organizations exist.
- 2) When subpoenaed by a litigant to make depositions or testify in any matter in which we have performed services for you. These services include preparation and research, travel, court appearances, and waiting at or in court at the request of any party to the proceedings or intended proceedings.

The right is reserved by the "CLIENT" to terminate this Agreement at any time, upon written notice, in the event that the project is abandoned or indefinitely postponed, or because the services of the firm are unsatisfactory or the firm fails to prosecute work with due diligence; provided, however, that in any such case the firm shall be paid the reasonable value of the services rendered up to the time of termination as mutually agreed.

The firm reserves the right to terminate this agreement by written notice for any specific assignment whenever we believe that we cannot effectively serve you, when we have a conflict of interest, or when we cannot, for other ethical reasons, act on your behalf.

In recognition of the relative risks and benefits of the project to both the "CLIENT" and the "CONSULTANT", the "CLIENT" agrees, to the fullest extent permitted by law, to limit the liability of the CONSULTANT to the CLIENT for any claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the "CONSULTANT" shall not exceed the "CONSULTANT'S" total fee for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

If the terms herein are satisfactory to you, would you please so indicate with the appropriate signature in the space provided at the end of this letter. Please retain one copy for your files and return the other to us.

EARLES ENGINEERING & INSPECTION, INC.



Peter W. Earles, P.E.
CEO



Aurelia Patricia Earles
President

CITY OF PITTSBURG

APPROVED BY: _____

Title: _____

Date: _____

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Director of Public Works & Utilities

DATE: May 17, 2023

SUBJECT: Agenda Item – May 23rd, 2023
Change Order No. 1 – Well #8

Staff is requesting approval of a change order #1 to Mr. Pump LLC, after removal & inspection of Well #8. Request is being made in the amount of \$156,875, which will be paid for through operating funds. Components to this change order include a New Pump Bowl Assembly, New 316 Stainless Steel Shafts, and Spider Bearings. The existing cast iron discharge head that was 40+ years old broke during removal. The existing 416SS shafts were extremely pitted and rusty and should not be put back into use. Action item to approve or disapprove change order

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, May 23rd, 2023? Action necessary will be approval or disapproval of Change Order No. 1.

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

Attachment: Mr. Pump LLC Change Order No. 1
Pictures

May 15, 2023

From: Mr. Pump LLC

Mr. Doug Luther Cell 636-451-4004 email: Doug@H2Opumping.com or Dougr16@gmail.com

2179 Rya Lane / P. O. Box 606 (NEW ADDRESS)

Seneca, MO 64865

To: City of Pittsburg

Mr. Terry Bradshaw- Water Treatment Plant Superintendent

602 South Free King Highway/ P. O. Box 688, Pittsburg, KS 66762-0688

Office- 620-230-5630 Cell 620-249-0944 Fax 620-240-5157

terry.bradshaw@pittsks.org

RE: Correction of Inspection Report & itemized quote for replacement parts needed to repair the Well Pump #8.

The pump shop closer inspection found that 34- 1.94 x 10' 10TPI SS line shafts and couplings were 416 SS which would hold a magnet. They were pitted and quite rusty not as they appeared to be Carbon steel. We're told they were not 316 SS per the magnet testing.

Only one short shaft size 1.94 x 5' 10 TPI would not hold the magnet, so it was identified as 316 SS.

The bowl assembly was internally excessively pitted, the walls of the cast iron bowls were very soft from friction & volume of millions of gallons of water pumped. It was not recommended to re-machine or replace the wear rings due to very short life expectancy. The old cast iron pump discharge head, estimated at 40+ years old, was extremely brittle and broke under pressure during the initial lifting / pulling operation. A replacement used pump discharge head has been located and purchased to replace your old head.

Itemized materials needed and available in 5-6 weeks:

1-New used sandblasted and repainted PUMP DISCHARGE HEAD		\$3900
1-New PUMP BOWL ASSY WL 14RJ 10.00 X 10.00 - 5 STG 14RJMC GP W/L BOWL ASSY FITTED: 10" CI BRZ FITTED W/416SS HDWR STICK UP @ 12"- 1900 GPM @ 334' TDH 1770 RPM.		\$24,650
4- New ADD-A-STAGE 14RJ		0.00
5-New IMPELLER 14RJMC		0.00
1-New BOWL SHAFT 1.94 X LENGTH NEEDED <u>416SS</u>		0.00
1-New LINESHAFT CPLG 1.94 X 5.00 10TPI <u>416SS</u>		0.00

34-New SHAFT 1.94 X 10' 10TPI <u>416SS</u>	\$1104/EA	\$37536
1-New SHAFT 1.94 X 5' 10 TPI <u>416SS</u>	\$620/EA	\$620

1-New shaft 1.94 x LPO 63.50 10TPI <u>416SS</u> TOP SHAFT	\$660/EA	\$660
36-New LINE SHAFT CPLGS 1.94 X 5.00 10TPI <u>416SS</u>	\$194/EA	\$6984
1-New HEAD SHAFT 2.18 X 1.94 X 73.00 <u>416SS</u>	\$1396/EA	\$1396

35-New BRG RETAINER "spiders" 10.00 X 3.00 W/1.94 ISRT	\$292/EA	\$10220
1-New PKG BOX ASSY 2.18 X 6.00 FIT RNL	\$1599/EA	\$1599
365'- New Airline and 1 1/4" PVC sounder tubing w/ 2" tape	\$5/foot	\$1825
TOTAL COST OF ALL PUMP PARTS INCLUDING using 416 SS AS NEEDED		\$89,390

.....

ALTERNATIVELY USING 316SS MATERIALS:

1-New Used Pump discharge head		\$3900
1-New BOWL ASSEMBLY with <u>316SS</u> BOWL SHAFT	\$1178 + 24650	\$25828
34-New SHAFT 1.94 X 10' 10TPI <u>316SS</u>	\$2550/EA	\$86700
1-New SHAFT 1.94 X 5' 10 TPI <u>316SS</u>	\$1433/EA	\$1433
1-New SHAFT 1.94 X LPO 63.50 10TPI <u>316SS</u> TOP SHAFT	\$1525/EA	\$1525
36-New LINE SHAFT CPLGS 1.94 X 5.00 10TPI <u>316SS</u>	\$495/EA	\$17820
1-New HEAD SHAFT 2.18 X 1.94 X 73.00 <u>316SS</u>	\$3225/EA	\$3225
35-New BRG RETAINER "Spiders" 10.00 x 3.00 w/1.94 ISRT	\$292/EA	\$10220
1-New PKG BOX ASSY 2.18 x 6.00 FIT RNL	\$1599/EA	\$1599
365'-New Airline and 1 1/4" PVC sounder tubing w/2" tape	\$5/foot	\$1825
TOTAL COST OF ALL THE PUMP PARTS INCLUDING UPGRADED using 316SS AS NEEDED		\$154.075

Additionally, there is a little expense in transportation costs in shipping all the components from Hastings, Nebraska as well. Two (2) round trips to Hastings Nebraska @ \$1400/trip \$2800

The lead-time is 5-6 weeks on most of the materials. We will order ASAP and install immediately upon receipt of all materials. Please review and approve ASAP so we can get everything ordered right away.

Any questions please call us right away. Office is 417-775-2205. Doug 636-451-4004. Geoff 417-385-3861.

Mr. Pump LLC

Doug Luther

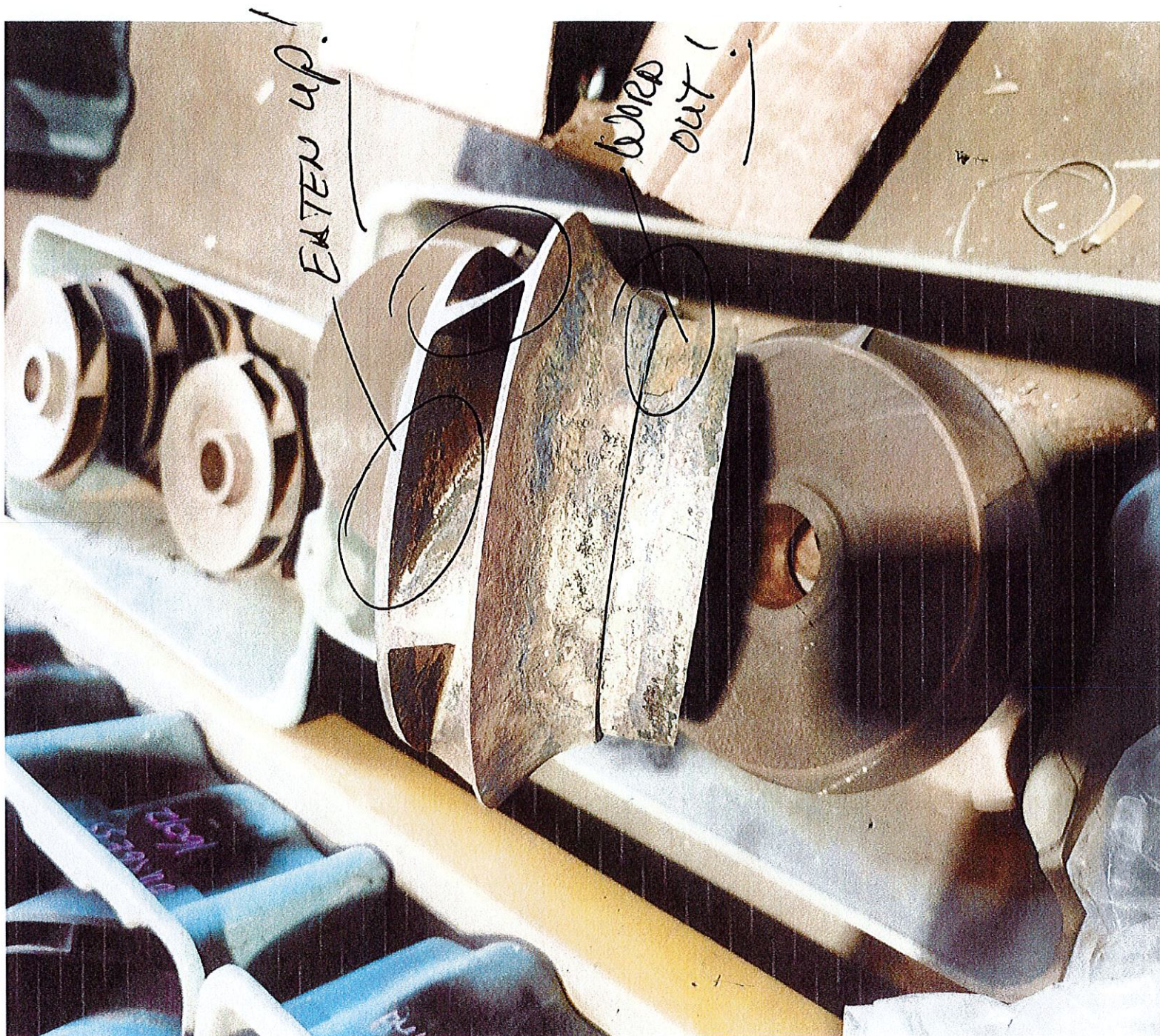
Email: Dougr16@gmail.com

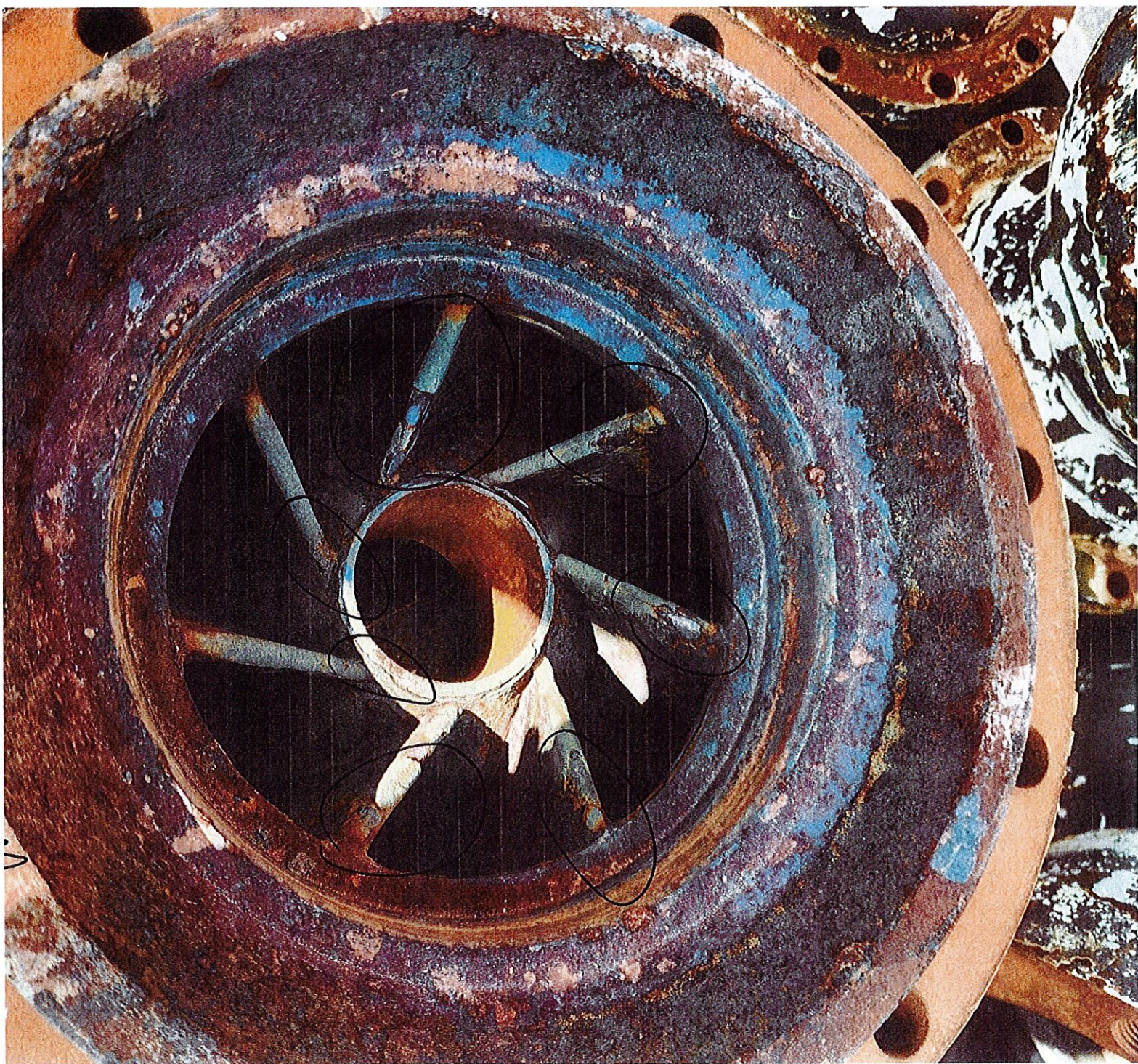


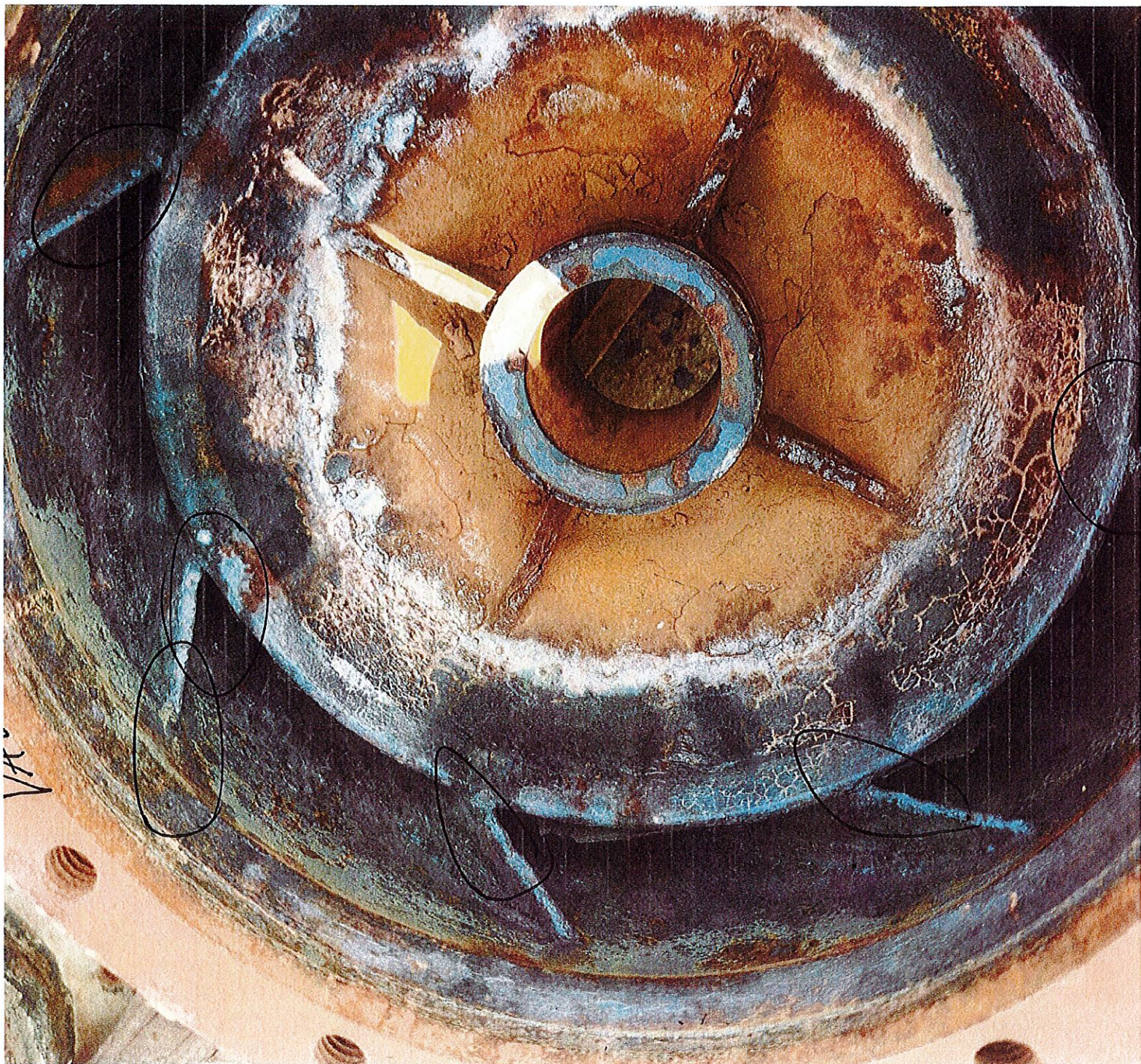












Interoffice Memorandum

To: Daron Hall, City Manager

From: Toby Book, Director of Parks and Recreation

CC: Tammy Nagel, City Clerk
Kim Froman, Director of Community Development
Matt Bacon, Director of Public Utilities

Date: May 18, 2023

Subject: Purchase of Surplus Passenger Buses from Pittsburg State University

Earlier this spring, Pittsburg State University inquired if the City of Pittsburg had interest in purchasing two surplus 34 passenger buses that they were declaring for surplus. After discussion with the executive team, it was determined the City would have interest in these buses if they were in acceptable condition to fleet manager Lanny Logan and a negotiated price could be agreed upon. The fleet manager determined they were in good condition and any foreseeable repairs should not be unreasonable in cost to the City.

These buses would be an asset to the current fleet as they would provide safe and efficient transportation for Parks and Recreation programs for youth and senior citizen off site activities, tours of the City and facilities for incoming groups such as Leadership Kansas and Kansas Recreation and Parks Association. Additionally, the buses could be used for transportation of volunteers for community service projects such as the bi-annual bypass cleanup.

If approved, the City would agree to purchase two 34 passenger buses for the sum of \$18,000.00 from Pittsburg State University and take possession upon payment.

In this matter, would you please place an item on the City Commission agenda for May 23, 2023 for approval of the purchase of two 34 passenger buses from Pittsburg State University.

If you have questions please do not hesitate to call me at 620-230-5506.

CONTRACT OF SALE FOR USED BUSES

The Pittsburg State University ("Seller") agrees to sell to the City of Pittsburg, Kansas ("Buyer") the following busses: two 2007 Chevrolet C5 Titans with Vehicle Identification Numbers (VIN): 1GBJ5V1947F418587 and VIN: 1GBJ5V1977F418826 (the "Vehicles"), pursuant to these terms:

1. The date of the sale of the Vehicles will be May 5, 2023.
2. The total purchase price of the Vehicles will be eighteen thousand dollars (\$18,000).
3. In exchange for the Vehicles, the Buyer will pay Seller the total purchase price of the Vehicles by cashier's check, money order, or cash.
4. Upon receipt of payment as provided above, the Seller agrees to provide the following documents to Buyer on the sale date:
 - Certificate of Title (including Odometer Disclosure Section), signed by Seller.
 - The current registration for the Vehicles.
5. The Seller warrants that Seller is the legal owner of the Vehicles and that the Vehicles are free of all legal claims, liens, and encumbrances.
6. The Buyer understands and agrees that the Vehicles are and have been offered for sale "As Is", and the Buyer has made such inspection of the Vehicles as it deems appropriate for its own purposes and understands and agrees that there is no warranty regarding the use or condition of the Vehicles sold hereby, either express or implied. The Buyer will bear the entire expense of repairing or correcting any defects that presently exist or may occur in the vehicles purchased hereunder.
7. This Contract and all rights and obligations of the parties hereto shall be interpreted and governed by the laws of the State of Kansas and any provision hereof contrary to such laws shall not affect the validity of any other provision of this Contract.


Pittsburg State University

Date: 5/2/2023

City of Pittsburg, Kansas

Date: _____