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REQUEST TO CHANGE ZONING - Consider the recommendation of the Planning Commission/Board of Zoning Appeals to approve the request submitted by Scannell Properties #568, LLC, to change the zoning of certain areas, located at 770 East 400 Highway, from CP-3, Planned Highway Service Commercial, to IP-2, Planned Medium Industrial.

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VARIANCE - MATTHEW CURRAN - 603 THOMAS - Consider the recommendation of the Planning Commission/Board of Zoning Appeals to approved the Variance at 603 Thomas, submitted by Matthew Curran, to construct a 30'x40' detached garage.

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PARTIAL MORTGAGE RELEASE - SILVERBACK HOUSING DEVELOPMENT - Consider staff recommendation to approve a Partial Release of Mortgage document for Lot Number 13 (1823 Silverback Way), located in the Silverback housing development, as GN Bank, the primary lender for the project, took first position on the loan, with the City securing a second position on the P & L property until the loan is repaid in December 2023.

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PARTIAL MORTGAGE RELEASES AND WAIVERS OF RIGHT
OF REPURCHASE - SILVERBACK HOUSING

DEVELOPMENT - Consider staff recommendation to approve Partial Release of Mortgage documents and Waivers of Right of Repurchase for Lot Number 7, Lot Number 9, and Lot Number 14 in Silverback Landing, located in the Silverback housing development, as Arvest Bank, the primary lender for the project, took first position on the loan, with the City securing a second position on the P & L property until the loan is repaid in December 2023.

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2021 AUDITING CONTRACT - Consider staff request to engage the firm of Berberich Trahan & Company P.A. for the fiscal year 2021 City audit at a cost of \$40,000.

2021 Auditing Contract	72
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CITYWORKS – AZTECA SYSTEMS, LLC - SOFTWARE LICENSE AND MAINTENANCE AGREEMENT – Consider staff recommendation to enter into a Software License and Maintenance Agreement with Azteca Systems, LLC, (“Azteca Systems” or “Azteca”) a Delaware limited liability company, for the purchase of Cityworks PLL software to support permitting, licensing and inspections staff and processes.

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NEWEDGE SERVICES, LLC – MASTER AGREEMENT FOR MATERIAL AND SERVICES – Consider staff recommendation to enter into a Master Agreement for Material and Services with NewEdge Services, LLC, (“NewEdge”) for the implementation of Cityworks PLL software to support permitting, licensing and inspections staff and processes.

NewEdge Services Master Agreement for Material and Services.	102
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CITY MANAGER'S ANNUAL EVALUATION/GOALS - Consider adopting a procedure regarding the City Manager's annual performance evaluation and review of Letter Agreement.

City Manager Evaluation/Goals Procedure	118
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CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, October 12, 2021
5:30 PM

CALL TO ORDER BY THE MAYOR:

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

CONSENT AGENDA:

- a. Approval of the September 28, 2021, City Commission Meeting minutes.
- b. Approval of Ordinance No. G-1329, amending Section 78-31 of the Code of the City of Pittsburg, Kansas, and providing for the protection of public health, property, and safety, and the regulation of traffic by adopting by reference the 2021 Edition of the "Standard Traffic Ordinance for Kansas Cities" as published by The League of Kansas Municipalities, save and except such parts or portions as supplemented, deleted or changed and repealing Ordinance No. G-1315, and authorize the Mayor to sign the Ordinance on behalf of the City.
- c. Approval of Ordinance No. G-1330, amending Section 54-41 of the Code of the City of Pittsburg, Kansas, regulating certain public offenses within the corporate limits of the City of Pittsburg, Kansas, by adopting by reference the 2021 Edition of the "Uniform Public Offense Code for Kansas Cities" as published by The League of Kansas Municipalities, save and except such parts or portions as supplemented, deleted or changed; and repealing Ordinance No. G-1316, and authorize the Mayor to sign the Ordinance on behalf of the City.
- d. Approval of Change Order No. 3 to the contract with Heck and Wicker for the Georgia Street Channel / Culvert Project reflecting an increase of \$3,820.00, making the overall contract construction amount \$456,650.71, and authorize the Mayor to sign the Change Order on behalf of the City.
- e. Approval of Change Order No. 4 to the contract with Heck and Wicker for the Georgia Street Channel / Culvert Project reflecting an increase of \$13,235.76, making the overall contract construction amount \$469,886.47, and authorize the Mayor to sign the Change Order on behalf of the City.

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, October 12, 2021
5:30 PM

- f. Approval of Change Order No. 5 to the contract with Heck and Wicker for the Georgia Street Channel / Culvert Project reflecting an increase of \$3,256.69, making the overall contract construction amount \$473,143.16, and authorize the Mayor to sign the Change Order on behalf of the City.
- g. Approval of the Order vacating a portion of Miller Drive between S. Joplin Street and S. English Street submitted by Hometown Development Group, LLC., and authorize the Mayor to sign the Order on behalf of the City.
- h. Approval of staff recommendation to approve Supplements to the City's copy machine agreements with Copy Products, Inc., for the renewal of the City's copier leases and services contracts, in the amount of \$1,276.00 per month for sixty months for City equipment and \$97.00 per month for sixty months for equipment located at the Pittsburg Public Library, and authorize the Mayor to sign the Supplements on behalf of the City.
- i. Approval of the Appropriation Ordinance for the period ending October 12, 2021, subject to the release of HUD expenditures when funds are received. **ROLL CALL VOTE.**

SPECIAL PRESENTATIONS:

- a. CHILDCARE NEEDS ASSESSMENT - Dawn Flores, on behalf of Greenbush, and Ann Elliott, on behalf of The Family Resource Center, will present the findings of the Childcare Needs Assessment. **Receive for file.**
- b. USD 250 SCHOOL BOND ISSUE - USD 250 Superintendent Rich Proffitt will provide information regarding the upcoming School Bond Issue. **Receive for file.**
- c. CITY-WIDE BULKY ITEM PICK-UP PROGRAM - Deputy City Manager Jay Byers will provide information regarding the upcoming City-wide bulky-item pick-up program. **Receive for file.**

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, October 12, 2021
5:30 PM

CONSIDER THE FOLLOWING:

- a. REQUEST TO CHANGE ZONING - Consider the recommendation of the Planning Commission/Board of Zoning Appeals to approve the request submitted by Scannell Properties #568, LLC, to change the zoning of certain areas, located at 770 East 400 Highway, from CP-3, Planned Highway Service Commercial, to IP-2, Planned Medium Industrial. **Approve or disapprove the recommendation and, if approved, direct staff to prepare the appropriate Ordinance.**
- b. VARIANCE - MATTHEW CURRAN - 603 THOMAS - Consider the recommendation of the Planning Commission/Board of Zoning Appeals to approved the Variance at 603 Thomas, submitted by Matthew Curran, to construct a 30'x40' detached garage. **Approve or disapprove the recommendation.**
- c. PARTIAL MORTGAGE RELEASE - SILVERBACK HOUSING DEVELOPMENT - Consider staff recommendation to approve a Partial Release of Mortgage document for Lot Number 13 (1823 Silverback Way), located in the Silverback housing development, as GN Bank, the primary lender for the project, took first position on the loan, with the City securing a second position on the P & L property until the loan is repaid in December 2023. **Approve or disapprove staff recommendation and, if approved, authorize the Mayor to sign the Partial Release of Mortgage document on behalf of the City.**
- d. PARTIAL MORTGAGE RELEASES AND WAIVERS OF RIGHT OF REPURCHASE - SILVERBACK HOUSING DEVELOPMENT - Consider staff recommendation to approve Partial Release of Mortgage documents and Waivers of Right of Repurchase for Lot Number 7, Lot Number 9, and Lot Number 14 in Silverback Landing, located in the Silverback housing development, as Arvest Bank, the primary lender for the project, took first position on the loan, with the City securing a second position on the P & L property until the loan is repaid in December 2023. **Approve or disapprove staff recommendation and, if approved, authorize the Mayor to sign the Partial Release of Mortgage documents and Waivers of Right of Repurchase on behalf of the City.**

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, October 12, 2021
5:30 PM

- e. 2021 AUDITING CONTRACT - Consider staff request to engage the firm of Berberich Trahan & Company P.A. for the fiscal year 2021 City audit at a cost of \$40,000. **Approve or disapprove staff request and, if approved, authorize the Mayor to sign the appropriate documents on behalf of the City.**

- f. CITYWORKS – AZTECA SYSTEMS, LLC - SOFTWARE LICENSE AND MAINTENANCE AGREEMENT – Consider staff recommendation to enter into a Software License and Maintenance Agreement with Azteca Systems, LLC, (“Azteca Systems” or “Azteca”) a Delaware limited liability company, for the purchase of Cityworks PLL software to support permitting, licensing and inspections staff and processes. **Approve or disapprove staff recommendation and, if approved, authorize the Mayor to sign the Software License and Maintenance Agreement on behalf of the City.**

- g. NEWEDGE SERVICES, LLC – MASTER AGREEMENT FOR MATERIAL AND SERVICES – Consider staff recommendation to enter into a Master Agreement for Material and Services with NewEdge Services, LLC, (“NewEdge”) for the implementation of Cityworks PLL software to support permitting, licensing and inspections staff and processes. **Approve or disapprove staff recommendation and, if approved, authorize the Mayor to sign the Master Agreement for Material and Services on behalf of the City.**

- h. CITY MANAGER'S ANNUAL EVALUATION/GOALS - Consider adopting a procedure regarding the City Manager's annual performance evaluation and review of Letter Agreement. **Approve or disapprove the procedure.**

NON-AGENDA REPORTS & REQUESTS:

ADJOURNMENT

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
September 28, 2021

A Regular Session of the Board of Commissioners was held at 5:30 p.m. on Tuesday, September 28th, 2021, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor Chuck Munsell presiding and the following members present: Cheryl Brooks, Larry Fields, Dawn McNay, and Patrick O'Bryan.

Mayor Munsell led the flag salute.

PUBLIC INPUT - INVOCATION – Major Patricia Johnson, on behalf of the Salvation Army, provided an invocation.

WALKING TOUR BROCHURE AGENDA ITEM – Joella Skyles, 112 Westfield Road, explained that she was part of a group that recently organized a walking tour of downtown. She questioned the need to enter into an agreement with the State for the creation of a walking tour brochure.

APPROVAL OF MINUTES – On motion of O'Bryan, seconded by Brooks, the Governing Body approved the September 14th, 2021, City Commission Meeting minutes as presented. Motion carried.

OLSSON, INC. – CONSTRUCTION ADMINISTRATION SERVICES AGREEMENT – On motion of O'Bryan, seconded by Brooks, the Governing Body approved staff recommendation to enter into a Construction Administration (Inspection) Services Agreement with Olsson Inc., of Pittsburg, Kansas, in an amount not to exceed \$72,295.00 in which Olsson Inc. will perform inspections and testing for the 2022 Pittsburg CCLIP Project on North Broadway Street (US 69B)/East 4th Street (K-126), and authorized the Mayor to sign the Construction Administration Services Agreement on behalf of the City. Motion carried.

FEDERAL AVIATION ADMINISTRATION – ANTENNA & EQUIPMENT SPACE LEASE – On motion of O'Bryan, seconded by Brooks, the Governing Body renewed the no-fee Antenna & Equipment Space Lease providing the Federal Aviation Administration (FAA) with 21 square feet of space in the Administration Building at the Atkinson Municipal Airport to store Radio Communications Outlet (RCO) equipment for a 5-year term beginning on October 1, 2021, and authorized the Mayor to sign the lease on behalf of the City. Motion carried.

APPROPRIATION ORDINANCE – On motion of O'Bryan, seconded by Brooks, the Governing Body approved the Appropriation Ordinance for the period ending September 28th, 2021, subject to the release of HUD expenditures when funds are received with the following roll call vote: Yea: Brooks, Fields, McNay, Munsell and O'Bryan. Motion carried.

ORDINANCE NO. G-1328 – On motion of Fields, seconded by Brooks, the Governing Body approved Ordinance No. G-1328, amending Section 78-116 of the Pittsburg City Code to prohibit parking on the north side of the 100, 200 and 400 blocks of West Adams Street, 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
September 28, 2021

WALKING TOUR BROCHURE PROJECT AGREEMENT – On motion of Munsell, seconded by Fields, the Governing Body approved a Project Agreement between the City and the State of Kansas Historical Society, State Historic Preservation Office (SHPO), in which the City will receive funding from the State in the amount of \$7,500 to produce a walking tour brochure focused on the downtown commercial area of Pittsburg, and authorized the Mayor to sign the Agreement on behalf of the City. Motion carried.

Director of Community Development and Housing Quentin Holmes indicated that the brochure project will include an interactive app to compliment the downtown tour that Ms. Skyles helped create. Commissioner Fields requested that the tour information be updated to include buildings listed on the National Register of Historic Places.

ARVEST BANK - P & L DEVELOPMENT - SUBORDINATION AGREEMENT – On motion of O'Bryan, seconded by Fields, the Governing Body approved the recommendation of the Economic Development Advisory Committee (EDAC) to enter into a new Subordination Agreement with Arvest Bank and P&L Development, relating to the Silverback housing development, as Arvest Bank is increasing its loan amount by \$53,600 on Lot 6 and \$40,800 on Lot 9, and authorized the Mayor to sign the necessary documents on behalf of the City. Motion carried.

RESOLUTION NO. 1247 – On motion of O'Bryan, seconded by McNay, the Governing Body adopted Resolution No. 1247, determining that the City is considering establishing a Rural Housing Incentive District (RHID) within the City, and authorized the Mayor to sign the Resolution on behalf of the City. Motion carried.

NON-AGENDA REPORTS & REQUESTS:

HOUSING DEVELOPMENT UPDATE - Director of Community Development and Housing Quentin Holmes provided an update on the Creekside East, Payton's Hamlet, Silverback Landing, and Villas at Creekside Housing Developments.

ADJOURNMENT: On motion of O'Bryan, seconded by Fields, the Governing Body adjourned the meeting at 6:18 p.m. Motion carried.

Chuck Munsell, Mayor

ATTEST:

Tammy Nagel, City Clerk

ORDINANCE NO. G-1329

AN ORDINANCE amending Section 78-31 of the Code of the City of Pittsburg, Kansas, and providing for the protection of public health, property, and safety, and the regulation of traffic by adopting by reference the 2021 Edition of the “Standard Traffic Ordinance for Kansas Cities” as published by The League of Kansas Municipalities, save and except such parts or portions as supplemented, deleted or changed and repealing Ordinance No. G-1315.

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

Section 78-31 of the Code of the City of Pittsburg, Kansas, is hereby amended to read:

SECTION 1: For the purpose of regulating traffic within the corporate limits of the City of Pittsburg, Kansas, that certain Traffic Ordinance known as, “Standard Traffic Ordinance for Kansas Cities”, Edition of 2021, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, is incorporated herein by reference; except such parts as supplemented, deleted or changed by Sections 78-39 [Sec. 13 Traffic Control Signal Legend], 78-32 [Sec. 32 Speed Limitations; Basic Rule], 78-33 [Sec. 33 Maximum Speed Limits], 78-34 [Sec. 20 Play Streets, Sec. 21 Traffic Lanes, Sec. 50 Right, Left & U-Turns at Intersections: Sec. 119 Parades & Processions, Sec. 120 Driving through Procession, Sec. 136 Use of Coasters, Roller Skates & Similar Devices Restricted], 78-35 [Sec 1 Definition: Traffic Infractions and Traffic Offenses], 78-37 [Sec. 19 Designation of Crosswalks and Safety Zones], 78-38 [Sec. 93 Parking Disabled and other vehicles] and 78-78 [Sec. 114.2 Unlawful operation of a Micro Utility Truck] of the Code of the City of Pittsburg, Kansas. Not less than 3 copies of said Standard Traffic Ordinance shall be marked or stamped “Official Copy, as adopted by Ordinance No. G-1329”; with all sections or portions thereof intended to be omitted or changed clearly marked to show such change or omission and to which shall be attached a copy of this Ordinance and filed with City Clerk to be open for inspection and available to the public at all reasonable hours. The Police Department, Municipal

Judge and all administrative departments of the City charged with the enforcement of the Ordinance, shall be supplied, at the cost of the city, such number of official copies of such Standard Traffic Ordinance similarly marked as may be deemed expedient.

SECTION 2: Section 13 of the Standard Traffic Ordinance is also amended to read as follows:

Sec. 13. Traffic-Control Signal Legend. Whenever traffic is controlled by traffic-control signals exhibiting different colored lights, or colored lighted arrows, successively one at a time or in combination, only the colors green, red and yellow shall be used, except for special pedestrian signals carrying a word legend, and said lights shall indicate and apply to drivers of vehicles and pedestrians as follows:

(a) **Green Indication.**

- (1) Vehicular traffic facing a circular green signal may proceed straight through or turn right or left, unless a sign at such place prohibits either such turn; but vehicular traffic, including vehicles turning right or left, shall yield the right-of-way to other vehicles and to pedestrians lawfully within the intersection or an adjacent crosswalk at the time such signal is exhibited.
- (2) Vehicular traffic facing a green arrow signal, shown alone or in combination with another indication, may enter the intersection cautiously only to make the movement indicated by such arrow, or such other movement as is permitted by other indications shown at the same time. Such vehicular traffic shall yield the right-of-way to pedestrians lawfully within an adjacent crosswalk and to other traffic lawfully within an adjacent crosswalk and to other traffic lawfully using the intersection.
- (3) Unless otherwise provided by a pedestrian control signal, as provided in Section 14, pedestrians facing any green signal, except when the sole green signal is a turn arrow may proceed across the roadway within any marked or unmarked crosswalk.

(b) **Steady Yellow Indication.**

- (1) Vehicular traffic facing a steady circular yellow or yellow arrow signal is hereby warned that the related green movement is being terminated or that a red indication will be exhibited immediately thereafter when vehicular traffic shall not enter the intersection. Vehicular traffic shall stop before entering the intersection unless so close to the intersection that a stop cannot be made in safety.

- (2) Pedestrians facing a steady circular yellow or yellow arrow signal, unless otherwise directed by a pedestrian-control signal as provided in Section 14, are thereby advised that there is insufficient time to cross the roadway before a red indication is shown and no pedestrian shall then start to cross the roadway.

(c) **Steady Red Indication.**

- (1) Vehicular traffic facing a steady circular red or red arrow signal alone shall stop at a clearly marked stop line, but if none, before entering the crosswalk on the near side of the intersection or if none, then before entering the intersection, and shall remain standing until an indication to proceed is shown, except as provided in paragraphs (2) and (3) of this subsection. Any turn provided for in said paragraph (2) and (3) shall be governed by the applicable provisions of Section 49 of this ordinance.
- (2) Unless a sign is in place prohibiting a turn, vehicular traffic facing a steady red signal may cautiously enter the intersection to make a right turn after stopping as required by paragraph (1) of this subsection. After stopping, the driver shall yield the right-of-way to any vehicle in the intersection or approaching on another roadway so closely as to constitute an immediate hazard during the time such driver is moving across or within the intersection or junction of roadways. Such vehicular traffic shall yield the right-of-way to pedestrians lawfully within an adjacent crosswalk and to other traffic lawfully using the intersection.
- (3) Unless a sign is in place prohibiting a turn, vehicular traffic upon a roadway restricted to one-way traffic facing a steady red signal at the intersection of such roadway with another roadway restricted to one-way traffic which is proceeding to the left of such vehicular traffic, may cautiously enter the intersection to make a left turn after stopping as required by paragraph (1) of this subsection. After stopping, the driver shall yield the right-of-way to any vehicle in the intersection or approaching on another roadway so closely as to constitute an immediate hazard during the time such driver is moving across or within the intersection or junction of roadways. Such vehicular traffic shall yield the right-of-way to pedestrians lawfully within an adjacent crosswalk and to other-traffic lawfully using the intersection.
- (4) Unless otherwise directed by a pedestrian-control signal as provided in Section 14, pedestrians facing a steady circular red or red arrow signal alone shall not enter the roadway.

- (d) In the event an official traffic-control signal is erected and maintained at a place other than an intersection, the provisions of this section shall be

applicable except as to those provisions which by their nature can have no application. Any stop required shall be made at a sign or marking on the pavement indicating where the stop shall be made, but in the absence of any such sign or marking the stop shall be made at the signal. (K.S.A. 8-1508)

SECTION 3: Ordinance No. G-1315 of the City of Pittsburg, Kansas, is hereby repealed.

SECTION 4: This ordinance shall take effect and be in force from and after its passage and publication in the official city paper.

PASSED AND APPROVED BY THE GOVERNING BODY OF PITTSBURG,
KANSAS, this ____ day of _____, 2021.

Mayor – Chuck Munsell

ATTEST:

Tammy Nagel, City Clerk

(SEAL)

ORDINANCE NO. G-1330

AN ORDINANCE amending Section 54-41 of the Code of the City of Pittsburg, Kansas, regulating certain public offenses within the corporate limits of the City of Pittsburg, Kansas, by adopting by reference the 2021 Edition of the “Uniform Public Offense Code for Kansas Cities” as published by The League of Kansas Municipalities, save and except such parts or portions as supplemented, deleted or changed; and repealing Ordinance No. G-1316. No fewer than three copies of said Uniform Public Offense Code shall be marked or stamped Official Copy as Adopted by Ordinance No. G-1330; with all sections or portions thereof intended to be omitted or changed clearly marked to show any such change or omission and to which shall be attached a copy of this Ordinance, and filed with City Clerk to be open to inspection and available to the public at all reasonable hours.

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

Section 1. Section 54-41 of the Code of the City of Pittsburg, Kansas, is hereby amended to read:

For the purpose of regulating certain public offenses within the corporate limits of the City of Pittsburg, Kansas, the 2020 Edition of the “Uniform Public Offense Code for Kansas Cities” prepared and published by The League of Kansas Municipalities is incorporated herein by reference save and except Sections 4.1, 10.5 and 10.6 which are amended by Sections 54-42, 54-43 and 54-44 of the Code of the City of Pittsburg, Kansas; amending Section 6.7.1 by making the violation thereof a Class B rather than a Class A violation; and the following sections which are hereby deleted: 3.2.1 (Sexual Battery); 5.2 (Furnishing Alcoholic Liquor or Cereal Malt Beverage to a Minor); 5.8 (Purchase, Consumption or Possession of Alcoholic Liquor or Cereal Malt Beverage by a Minor); 6.18 (Motor Vehicle Dealers; Selling Motor Vehicle Without a License); 6.19 (Equity Skimming); 7.6 (Performance of Unauthorized Official Act); 7.7 (Simulating Legal Process); 7.10 (False Signing of Petition); 7.14 (Electioneering); 8.1 (Denial of Civil Rights); 10.13 (Barbed Wire); 10.14 (Operation of a Motor Boat or Sailboat); 10.19 (Sale of Medicines and Drugs Through Vending Machines); 11.8 (Gambling); 11.9 (Commercial Gambling); 11.9.1

(illegal Bingo operation); and 11.10 (Possession of a Gambling Device).

Section 2: Section 6.7 [Criminal Trespass] of the Uniform Public Offense Code for Kansas

Cities, is hereby amended to include the following:

(c) Criminal trespass is also entering or remaining upon the grounds of Mt. Olive Cemetery by a person not authorized to do so, whether by foot or conveyance, from the hours of 6:00 p.m. until 7:00 a.m. from October 16 to March 31 and from the hours of 8:00 p.m. until 7:00 a.m. from April 1 to October 15 of each year.

(d) Criminal trespass is also entering or remaining upon the grounds of the skate park area known as The Pitt in Schlanger Park by a person not authorized to do so, whether by foot or conveyance, from the hours of 7:00 p.m. until 7:00 a.m. from October 31 to March 31 and from the hours of 9:00 p.m. until 7:00 a.m. from April 1 to October 30 of each year.

Section 4: Ordinance No. G-1316 of the City of Pittsburg is hereby repealed.

Section 5: This Ordinance shall become effective following its passage and publication in the City's official newspaper.

PASSED AND APPROVED BY THE GOVERNING BODY OF PITTSBURG, KANSAS,
this ____ day of _____, 2021.

Mayor – Chuck Munsell

ATTEST:

Tammy Nagel, City Clerk

(SEAL)

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Director of Public Works & Utilities

DATE: September 29, 2021

SUBJECT: Agenda Item – October 12, 2021
Change Order No. 3 - Georgia Street Channel / Culvert Project

Attached you will find Change Order No. 3 for the above-reference project. This change order is for the removal of below-grade bridge abutment for installation of 24" storm sewer pipe that included the break up of concrete with a CAT 329 with hydraulic hammer, excavate and haul off. Total add to the contract for this change order is \$3,820.00 increasing the overall contract amount to \$456,650.71.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, October 12, 2021. Action necessary will be approval or disapproval of Change Order No. 3.

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

Attachment: Heck & Wicker Change Order No. 3

Change Order No. 3

Date of Issuance:	Effective Date:
Owner: City of Pittsburg, KS	Owner's Contract No.:
Contractor: Heck & Wicker, Inc.	Contractor's Project No.:
Engineer: Earles Engineering & Inspection, Inc.	Engineer's Project No.: 19-03 & 19-04
Project: Bid "C" Georgia Street Channels + Culvert	Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description: Removal of below-grade bridge abutment for installation of 24" storm sewer pipe

Attachments: Request from Contractor

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ 444,488.92	Original Contract Times: Substantial Completion: <u>120</u> Ready for Final Payment: <u>150</u> days
Increase from previously approved Change Orders No. <u>1</u> to No. <u>2</u> : \$ 8,341.79	Increase from previously approved Change Orders No. <u>1</u> to No. <u>2</u> : Substantial Completion: <u>3</u> Ready for Final Payment: <u>3</u> days
Contract Price prior to this Change Order: \$ 452,830.71	Contract Times prior to this Change Order: Substantial Completion: <u>123</u> Ready for Final Payment: <u>153</u> days
Increase of this Change Order: \$ 3,820.00	Increase of this Change Order: Substantial Completion: <u>1</u> Ready for Final Payment: <u>1</u> days
Contract Price incorporating this Change Order: \$ 456,650.71	Contract Times with all approved Change Orders: Substantial Completion: <u>124</u> Ready for Final Payment: <u>154</u> days

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: <u>James P. Dickerson</u>	By: _____	By: _____	By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)			
Title: Project Manager	Title: <u>Mayor</u>	Title: _____	Title: _____	Title: _____	Title: _____
Date: 8/27/2021	Date: <u>October 12, 2021</u>	Date: _____	Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____



1900 Southern Boulevard
Parsons, Kansas 67357
(620) 421-3280
Fax: (620) 421-4430

CHANGE ORDER #3

August 17, 2021

**CITY OF PITTSBURG
GEORGIA STREET CHANNEL/CULVERT PROJECT
PROJECT 19-03 & 19-04**

8-5-21. Concrete bridge abutment removal for 24" storm sewer crossing. Break up with Cat 329 w/hydraulic hammer, excavate and haul off.

Transport in second excavator with rental hammer and transport back out.

Lowboy charge to jobsite \$300.00

Lowboy charge out \$300.00

Install hammer, prep excavator for demo of abutment

Rental rate \$2400.00

Equipment Operator (8) hours @ \$65.00 hr \$ 520.00

(2) loads of concrete disposal @ \$150.00 each \$ 300.00

Total change order #3 \$3820.00

Heck & Wicker, Inc. is requesting (1) additional work day.

Photographs attached.

Submitted by:
Heck & Wicker, Inc.

Ben Wicker
Project Superintendent

Accepted by:
City of Pittsburg

Mayor
Owner Representative

Dated: October 12, 2021

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Director of Public Works & Utilities

DATE: September 29, 2021

SUBJECT: Agenda Item – October 12, 2021
Change Order No. 4 - Georgia Street Channel / Culvert Project

Attached you will find Change Order No. 4 for the above-reference project. This change order is for the removal and resetting of two new storm sewer inlets, height extensions for three storm sewer inlets due to unknown existing storm sewer pipe size change. Engineering blueprints were incorrect as to elevations. Total add to the contract for this change order is \$13,235.76 increasing the overall contract amount to \$469,886.47.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, October 12, 2021. Action necessary will be approval or disapproval of Change Order No. 4.

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

Attachment: Heck & Wicker Change Order No. 4

Change Order No. 4


Date of Issuance:	Effective Date:
Owner: City of Pittsburg, KS	Owner's Contract No.:
Contractor: Heck & Wicker, Inc.	Contractor's Project No.:
Engineer: Earles Engineering & Inspection, Inc.	Engineer's Project No.: 19-03 & 19-04
Project: Bid "C" Georgia Street Channels + Culvert	Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description: Removal and resetting of two new storm sewer inlets, height extensions for three storm sewer inlets due to unknown existing storm sewer pipe size change

Attachments: Request from Contractor

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ 444,488.92	Original Contract Times: Substantial Completion: <u>120</u> Ready for Final Payment: <u>150</u> days
Increase from previously approved Change Orders No. <u>1</u> to No. <u>3</u> : \$ 12,161.79	Increase from previously approved Change Orders No. <u>1</u> to No. <u>3</u> : Substantial Completion: <u>4</u> Ready for Final Payment: <u>4</u> days
Contract Price prior to this Change Order: \$ 456,650.71	Contract Times prior to this Change Order: Substantial Completion: <u>124</u> Ready for Final Payment: <u>154</u> days
Increase of this Change Order: \$ 13,235.76	Increase of this Change Order: Substantial Completion: <u>3</u> Ready for Final Payment: <u>3</u> days
Contract Price incorporating this Change Order: \$ 469,886.47	Contract Times with all approved Change Orders: Substantial Completion: <u>127</u> Ready for Final Payment: <u>157</u> days

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: <u></u>	By: _____	By: _____	By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)
Title: Project Manager	Title: <u>Mayer</u>	Title: _____	Title: _____	Title: _____	Title: _____
Date: 8/27/2021	Date: <u>October 12, 2021</u>	Date: _____	Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____



1900 Southern Boulevard
Parsons, Kansas 67357
(620) 421-3280
Fax: (620) 421-4430

CHANGE ORDER #4

August 17, 2021

**CITY OF PITTSBURG
GEORGIA STREET CHANNEL/CULVERT PROJECT
PROJECT 19-03 & 19-04**

8-6-2021. Removal of boxes already set due to finding existing storm sewer lower than anticipated. Engineering blueprints were incorrect as to elevations

(2) laborers (2) hours @ \$60.00 hr	\$120.00
(1) operator w/excavator (2) hours @ \$160.00 hr	\$320.00

Re-set storm boxes that were already set. Labor, materials (rock for base under boxes) plus extra excavation for lowering of the boxes.
(Same labor as put in original bid for installation of boxes)

\$2200.00 each x 2	\$4400.00
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Materials for extending storm boxes to new excavation & labor for installing box extensions, plus transportation of box extensions from factory

	\$8395.76
--	-----------

Total change order #4	\$13,235.76
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Heck & Wicker, Inc. is requesting (3) additional work day.

Submitted by:
Heck & Wicker, Inc.

Ben Wicker
Project Superintendent

Accepted by:
City of Pittsburg

Mayor
Owner Representative
Dated: October 12, 2021



221 W. 37th St. N Wichita, KS 67204
Phone: (316) 838-8651 Fax: (316) 838-0838

Quotation

Job Number: 21-0111 CO.1
Order Date: 8/16/2021 Terms: 2% - 10th Prox

Office

R00

Bill to: Heck & Wicker, Inc.
1900 Southern Blvd
Parsons, KS 67357

Delivery to: Georgia Street Culvert C.O. #1
Pittsburg, KS

Contact:

Phone: (620)421-3280

Fax: () -

Project Manager:

Phone:

Fax:

Customer ID: HECWI

PO:

ShipVia:

Sales Rep: Ray Kramer

Terms: 2% - 10th Prox

Product ID	Description	Structure	Station	Weight	Qty	Structure Price/Average	Amount
-Freight				0	1	\$1,039.00	\$1,039.00
MISFRTWICEXT	Delivery Charge, (Per Load)			0	1	\$1,039.00	\$1,039.00
RCMH, 5'0"x5'0" RISER				0	1	\$1,206.38	\$1,206.38
IRCMWAL0500500	RCMH, Walls, 5'x5'x1'-0" RISER						
	RCMH, Walls, 5'x5'x1'-0" RISER	MH-1		0	1	\$1,206.38	\$1,206.38
Type 22 Curb Inlet 6'0"x4'0" RISER				0	2	\$1,236.00	\$2,472.00
IT22WAL0600400	Type 22 Curb Inlet, Walls, 6'x4'x2'-0" RISER						
	Type 22 Curb Inlet, Walls, 6'x4'x2'-0" RISER	CI-1		0	1	\$1,236.00	\$1,236.00
	Type 22 Curb Inlet, Walls, 6'x4'x2'-0" RISER	CI-2		0	1	\$1,236.00	\$1,236.00
Totals				0			\$4,717.38
							Taxable \$0.00
							Non-Taxable \$4,717.38
							Sub Total \$4,717.38
							Tax \$0.00
							Total \$4,717.38

This quotation is valid for 60 days.



DEPARTMENT OF PUBLIC WORKS & UTILITIES

1506 North Walnut • Pittsburg KS 66762

(620) 240-5126

www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Director of Public Works & Utilities

DATE: October 6, 2021

SUBJECT: Agenda Item – October 12, 2021
Change Order No. 5 - Georgia Street Channel / Culvert Project

Attached you will find Change Order No. 5 for the above-reference project. This change order covers final measured quantities adjustments for the project. Total add to the contract for this change order is \$3,256.69 increasing the overall contract amount to \$473,143.16.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, October 12, 2021. Action necessary will be approval or disapproval of Change Order No. 5.

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

Attachment: Heck & Wicker Change Order No. 5

Change Order No. 5

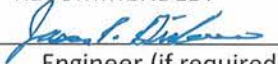
Date of Issuance:	Effective Date:
Owner: City of Pittsburg, KS	Owner's Contract No.:
Contractor: Heck & Wicker, Inc.	Contractor's Project No.:
Engineer: Earles Engineering & Inspection, Inc.	Engineer's Project No.: 19-03 & 19-04
Project: Bid "C" Georgia Street Channels + Culvert	Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description: Final measured quantities adjustments for Georgia Street Channels project

Attachments: Request from Contractor

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ 444,488.92	Original Contract Times: Substantial Completion: <u>120</u> Ready for Final Payment: <u>150</u> days
Increase from previously approved Change Orders No. <u>1</u> to No. <u>4</u> : \$ 25,397.55	Increase from previously approved Change Orders No. <u>1</u> to No. <u>4</u> : Substantial Completion: <u>7</u> Ready for Final Payment: <u>7</u> days
Contract Price prior to this Change Order: \$ 469,886.47	Contract Times prior to this Change Order: Substantial Completion: <u>127</u> Ready for Final Payment: <u>157</u> days
Increase of this Change Order: \$ 3,256.69	Increase of this Change Order: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days
Contract Price incorporating this Change Order: \$ 473,143.16	Contract Times with all approved Change Orders: Substantial Completion: <u>127</u> Ready for Final Payment: <u>157</u> days

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: <u></u>	By: _____	By: _____	By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)			
Title: Project Manager	Title: <u>Mayor</u>	Title: _____	Title: _____	Title: _____	Title: _____
Date: 10/1/2021	Date: <u>October 12, 2021</u>	Date: _____	Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____



1900 Southern Boulevard
Parsons, Kansas 67357
(620) 421-3280
Fax: (620) 421-4430

CHANGE ORDER #5

CITY OF PITTSBURG GEORGIA STREET CHANNEL/CULVERT PROJECT PROJECT 19-03 & 19-04

Georgia Street Channels (Final Quantities)

Line 9A. Removal of Driveways

Increase 59 sq yards

59 sq yds x \$15.00 = \$885.00

Line 33A Sidewalk Ramp

Increase 6 sq yards

6 x \$95.00 \$ 570.00

Line 34A Curb & Gutter

Increase 12 LF

12 lf x \$31.94 = \$ 383.28

Line 35A Concrete Pavement 8"

Decrease 17sq yards

17 sq yds x \$63.27 = (\$1075.59)

Line 37A Concrete Pavement 6"

Increase 43 sq yards

43 sq yds x \$58.00 = \$2494.00

Total Change Order\$3256.69

Submitted by:
Heck & Wicker, Inc.

Ben Wicker
Project Superintendent

Accepted by:
City of Pittsburg

Mayor

Owner Representative

Dated: October 12, 2021

ORDER VACATING A PORTION OF A STREET

AN ORDER, vacating a portion of Miller Drive located between Joplin Street and South English Street in the City of Pittsburg, Crawford County, Kansas.

WHEREAS, Notice has been duly given that the Planning Commission/Board of Zoning Appeals would hold a public hearing to consider a Petition to vacate that portion of the street hereinafter described, with notice being published in The Morning Sun on June 30, 2021, pursuant to K.S.A. 12-504;

WHEREAS, said public hearing was held on August 23, 2021, with no one appearing in opposition to the Petition;

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

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

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

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

Section 1: That portion of Miller Drive located between Joplin Street and South English Street in the City of Pittsburg, Crawford County, State of Kansas, according to the recorded Plat thereof, being more particularly described as follows:

That part of Miller Drive between S. Joplin Street and S. English Street, located between Block Nine (9) and Block Ten (10) in the Normal Heights Addition to the City of Pittsburg, Kansas, Crawford County, according to the recorded Plat thereof

is hereby vacated.

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

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

SO ORDERED AND PASSED the 12th day of October, 2021.

Mayor – Chuck Munsell

ATTEST:

City Clerk – Tammy Nagel

(SEAL)

(1) Toshiba e-Studio 5516ACT



65-PPM Mono / 55-PPM Color

300-Sheet 240 Images per Minute 2-Sided Document Scanner
3,500 Sheet Paper Capacity
3,500 Sheet Stack Capacity Stapling Booklet-Finisher
2 or 3 Hole Punch Kit
1.33 GHz Dual Core, 4 GB RAM, 320 GB HD
Encryption and Data Overwrite
PCL and PS3
10.1" Full Color Tablet Display Screen
Fax

Departments: Accounts Payable

(8) Toshiba e-Studio 3015AC



30-PPM Mono / 30-PPM Color

100-Sheet 75 Images per Minute 2-Sided Document Scanner
3,100 Sheet Paper Input Capacity
Inner-Stapling Finisher and Hole-Punch Kit
1.33 GHz Dual Core, 4 GB RAM, 320 GB HD
Encryption and Data Overwrite
PCL and PS3
10.1" Full Color Tablet Display Screen
Fax

Departments: All Remaining

(2) Toshiba e-Studio 4515AC



45-PPM Mono / 45-PPM Color

***300-Sheet** 240 Images per Minute Dual-1 Pass Document Scanner
3,100 Sheet Paper Input Capacity
***Console-Stapling Finisher** and Hole-Punch Kit
1.33 GHz Dual Core, 4 GB RAM, 320 GB HD
Encryption and Data Overwrite
PCL and PS3
10.1" Full Color Tablet Display Screen
Fax

Departments: Parks & Rec. / Community-Housing Authority


___ **60 Month - \$1,276.00 Per Month or \$15,312 Annually** (Service Portion Locked for 5 Years)

Service and Supplies for up to 5 years: (**Includes Waste Toner Boxes**)

\$0.0039 for Mono Prints

\$0.045 for Color Prints

Note: Locked Rates. All previous negotiations will be honored on this 5 Year Service Agreement

Customer Acceptance: (City of Pittsburgh) _____  **SIGN HERE** _____ Date: _____



SUPPLEMENT

MASTER AGREEMENT NO.
1187957

APPLICATION NO.
1689265

CONTRACT/SUPPLEMENT NO.

CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: **Pittsburg, City of**

FEDERAL TAX ID #:

ADDRESS: **201 W 4th St**

Pittsburg, KS 66762

MASTER AGREEMENT

REFERS TO THE AGREEMENT BETWEEN CUSTOMER AND US IDENTIFIED IN OUR RECORDS BY THE MASTER AGREEMENT NO. ABOVE.

DESCRIPTION OF EQUIPMENT

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES

☒ SEE ATTACHED SCHEDULE

EQUIPMENT LOCATION: **As Stated Above**

DESCRIPTION OF EQUIPMENT REMOVED

MAKE, MODEL NUMBER, INCLUDED ACCESSORIES & SERIAL NO.

PAYMENT (CHECK ONE PAYMENT OPTION)

☒ MONTHLY PAYMENT AMOUNT*: **\$ 1,276.00** (INCLUDES AMOUNTS DUE UNDER THIS SUPPLEMENT ONLY) (*PLUS TAX)

☐ TOTAL CONSOLIDATED MONTHLY PAYMENT AMOUNT*: \$ (INCLUDES AMOUNTS DUE UNDER THIS SUPPLEMENT, THE MASTER AGREEMENT, AND ANY OTHER APPLICABLE SUPPLEMENT(S) DURING THE TERM THEREOF)

TERM (CHECK ONE TERM OPTION)

☐ TERM: THE END OF THE TERM OF THIS SUPPLEMENT IS THE END OF TERM OF THE MASTER AGREEMENT (COTERMINOUS)

☒ TERM IN MONTHS: **60** (APPLIES TO THIS SUPPLEMENT ONLY)

AGREEMENT

If this Supplement relates to Equipment not subject to the Master Agreement (i.e., additional Equipment), this Supplement, together with the preprinted terms of the Master Agreement (as amended), constitutes an agreement between Customer and us with respect to the Equipment referenced herein, separate and distinct from the Master Agreement. Customer agrees to be bound by the terms of this Supplement, which includes the preprinted terms of the Master Agreement (as amended) and agrees this Supplement shall commence on the date of our acceptance. The parties agree that: (i) this Supplement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Supplement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually signed signature; and (iii) to the extent this Supplement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Supplement or any related documents that you executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Supplement or any related documents hereto manually. If any provision in this Supplement conflicts with a provision in the Master Agreement, the provision in this Supplement shall control.

If this Supplement relates to Equipment subject to the Master Agreement (i.e. replaced or removed Equipment and/or payment modifications), the Master Agreement shall be modified or supplemented as set forth above as of the date we accept this Supplement. Except as specifically modified by this Supplement, all other terms and conditions of the Master Agreement (as amended) remain in full force and effect.

CUSTOMER'S AUTHORIZED SIGNATURE

ONCE YOU SIGN THIS SUPPLEMENT AND WE ACCEPT IT, THIS SUPPLEMENT WILL BE NON-CANCELABLE FOR THE FULL TERM.

(As Stated Above)

X

Chuck Munsell, Mayor

CUSTOMER

SIGNATURE

PRINT NAME & TITLE

DATE

LESSOR/OWNER ("WE", "US", "OUR")

Copy Products Inc.

LESSOR/OWNER

SIGNATURE

PRINT NAME & TITLE

DATE

UNCONDITIONAL GUARANTY

The undersigned, jointly and severally if more than one, unconditionally guarantee(s) that the Customer will timely perform all obligations under the above Supplement. The undersigned also waive(s) any notification if the Customer is in default and consent(s) to any extensions or modifications granted to the Customer. In the event of default, the undersigned will immediately pay all sums due under the terms of the Supplement without requiring us or our assignee to proceed against Customer or any other party or exercise any rights in the Equipment. The undersigned authorizes us or our assignee to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. **THE UNDERSIGNED, AS TO THIS GUARANTY, AGREE(S) TO THE DESIGNATED FORUM AND CONSENT(S) TO PERSONAL JURISDICTION, VENUE, AND CHOICE OF LAW AS STATED IN THE MASTER AGREEMENT, AGREE(S) TO PAY ALL COSTS AND EXPENSES, INCLUDING ATTORNEY FEES, INCURRED BY US OR OUR ASSIGNEE RELATED TO THIS GUARANTY AND THE SUPPLEMENT, WAIVE(S) A JURY TRIAL AND TRANSFER OF VENUE.**

SIGNATURE: **X**

INDIVIDUAL:

DATE:

SIGNATURE: **X**

INDIVIDUAL:

DATE:

CERTIFICATE OF DELIVERY AND ACCEPTANCE

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted.

SIGNATURE: **X**

NAME AND TITLE: **Chuck Munsell, Mayor**

DATE:



EQUIPMENT SCHEDULE

AGREEMENT NO.: **Master 1187957**

DESCRIPTION OF EQUIPMENT

TYPE, MAKE, MODEL NUMBER AND INCLUDED ACCESSORIES

SERIAL NO. _____

Toshiba e-Studio 5516ACT

Toshiba e-Studio 4515AC

Toshiba e-Studio 4515AC

Toshiba e-Studio 3015AC

Toshiba e-Studio 3015AC

Toshiba e-Studio 3015AC

Toshiba e-Studio 3015AC

Toshiba e-Studio 3015AC

Toshiba e-Studio 3015AC

Toshiba e-Studio 3015AC

Toshiba e-Studio 3015AC

VERIFICATION

The undersigned acknowledges having received a copy of this Schedule. A copy of this document containing your original or facsimile signature, or other indication of your intent to agree to the terms set forth herein, shall be enforceable for all purposes.

City of Pittsburgh

X

Chuck Munsell, Mayor

CUSTOMER

SIGNATURE

PRINT NAME & TITLE

DATE _____



SUPPLEMENT

MASTER AGREEMENT NO.
1187957 - 001

APPLICATION NO.
1689265

CONTRACT/SUPPLEMENT NO.

CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: **Pittsburg, City of DBA Pittsburg Public Library**

FEDERAL TAX ID #:

ADDRESS: **201 W 4th St**

Pittsburg, KS 66762

MASTER AGREEMENT

REFERS TO THE AGREEMENT BETWEEN CUSTOMER AND US IDENTIFIED IN OUR RECORDS BY THE MASTER AGREEMENT NO. ABOVE.

DESCRIPTION OF EQUIPMENT

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES

☐ SEE ATTACHED SCHEDULE

TOSHIBA e-Studio 3015AC

EQUIPMENT LOCATION: **As Stated Above**

DESCRIPTION OF EQUIPMENT REMOVED

MAKE, MODEL NUMBER, INCLUDED ACCESSORIES & SERIAL NO.

PAYMENT (CHECK ONE PAYMENT OPTION)

☒ MONTHLY PAYMENT AMOUNT*: **\$ 97.00** (INCLUDES AMOUNTS DUE UNDER THIS SUPPLEMENT ONLY) (*PLUS TAX)

☐ TOTAL CONSOLIDATED MONTHLY PAYMENT AMOUNT*: \$ (INCLUDES AMOUNTS DUE UNDER THIS SUPPLEMENT, THE MASTER AGREEMENT, AND ANY OTHER APPLICABLE SUPPLEMENT(S) DURING THE TERM THEREOF)

TERM (CHECK ONE TERM OPTION)

☐ TERM: THE END OF THE TERM OF THIS SUPPLEMENT IS THE END OF TERM OF THE MASTER AGREEMENT (COTERMINOUS)

☒ TERM IN MONTHS: **60** (APPLIES TO THIS SUPPLEMENT ONLY)

AGREEMENT

If this Supplement relates to Equipment not subject to the Master Agreement (i.e., additional Equipment), this Supplement, together with the preprinted terms of the Master Agreement (as amended), constitutes an agreement between Customer and us with respect to the Equipment referenced herein, separate and distinct from the Master Agreement. Customer agrees to be bound by the terms of this Supplement, which includes the preprinted terms of the Master Agreement (as amended) and agrees this Supplement shall commence on the date of our acceptance. The parties agree that: (i) this Supplement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Supplement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually signed signature; and (iii) to the extent this Supplement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Supplement or any related documents that you executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Supplement or any related documents hereto manually. If any provision in this Supplement conflicts with a provision in the Master Agreement, the provision in this Supplement shall control.

If this Supplement relates to Equipment subject to the Master Agreement (i.e. replaced or removed Equipment and/or payment modifications), the Master Agreement shall be modified or supplemented as set forth above as of the date we accept this Supplement. Except as specifically modified by this Supplement, all other terms and conditions of the Master Agreement (as amended) remain in full force and effect.

CUSTOMER'S AUTHORIZED SIGNATURE

ONCE YOU SIGN THIS SUPPLEMENT AND WE ACCEPT IT, THIS SUPPLEMENT WILL BE NON-CANCELABLE FOR THE FULL TERM.

(As Stated Above)

X

Chuck Munsell, Mayor

CUSTOMER

SIGNATURE

PRINT NAME & TITLE

DATE

LESSOR/OWNER ("WE", "US", "OUR")

Copy Products Inc.

LESSOR/OWNER

SIGNATURE

PRINT NAME & TITLE

DATE

UNCONDITIONAL GUARANTY

The undersigned, jointly and severally if more than one, unconditionally guarantee(s) that the Customer will timely perform all obligations under the above Supplement. The undersigned also waive(s) any notification if the Customer is in default and consent(s) to any extensions or modifications granted to the Customer. In the event of default, the undersigned will immediately pay all sums due under the terms of the Supplement without requiring us or our assignee to proceed against Customer or any other party or exercise any rights in the Equipment. The undersigned authorizes us or our assignee to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. **THE UNDERSIGNED, AS TO THIS GUARANTY, AGREE(S) TO THE DESIGNATED FORUM AND CONSENT(S) TO PERSONAL JURISDICTION, VENUE, AND CHOICE OF LAW AS STATED IN THE MASTER AGREEMENT, AGREE(S) TO PAY ALL COSTS AND EXPENSES, INCLUDING ATTORNEY FEES, INCURRED BY US OR OUR ASSIGNEE RELATED TO THIS GUARANTY AND THE SUPPLEMENT, WAIVE(S) A JURY TRIAL AND TRANSFER OF VENUE.**

SIGNATURE: **X**

INDIVIDUAL:

DATE:

SIGNATURE: **X**

INDIVIDUAL:

DATE:

CERTIFICATE OF DELIVERY AND ACCEPTANCE

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted.

SIGNATURE: **X**

NAME AND TITLE: **Chuck Munsell, Mayor**

DATE:

VENDOR SET: 99 City of Pittsburg, KS

BANK: * ALL BANKS

DATE RANGE: 9/22/2021 THRU 10/05/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	10/01/2021			189852		
C-CHECK	VOID CHECK	V	10/01/2021			189853		

* * T O T A L S * *

NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00
HAND CHECKS:	0	0.00	0.00
DRAFTS:	0	0.00	0.00
EFT:	0	0.00	0.00
NON CHECKS:	0	0.00	0.00

VOID CHECKS:

2 VOID DEBITS	0.00		
VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: *	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			2	0.00	0.00	0.00
BANK: *		TOTALS:	2	0.00	0.00	0.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 9/22/2021 THRU 10/05/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0026	STANDARD INSURANCE COMPANY	D	10/04/2021			000000		1,262.86
0321	KP&F	D	10/01/2021			000000		45,765.40
0728	ICMA	D	10/01/2021			000000		772.50
1050	KPERS	D	10/01/2021			000000		37,622.51
3079	COMMERCE BANK	D	9/27/2021			000000		43,479.09
3570	AMERICAN EXPRESS, INC	D	10/04/2021			000000		324.07
4520	ETS CORPORATION	D	10/04/2021			000000		11,633.60
5677	BANK OF AMERICA, INC	D	10/04/2021			000000		10.00
5677	BANK OF AMERICA, INC	D	10/05/2021			000000		24.95
6415	GREAT WEST TANDEM KPERS 457	D	10/01/2021			000000		4,232.00
7290	DELTA DENTAL OF KANSAS INC	D	9/24/2021			000000		2,802.20
7290	DELTA DENTAL OF KANSAS INC	D	10/01/2021			000000		1,735.80
7877	TRUSTMARK HEALTH BENEFITS INC	D	9/23/2021			000000		12,297.16
7877	TRUSTMARK HEALTH BENEFITS INC	D	9/30/2021			000000		46,434.84
8051	AFLAC GROUP INSURANCE	D	9/28/2021			000000		1,831.26
8370	WEX HEALTH, INC.	D	10/01/2021			000000		5,137.86
6524	ELLIOTT EQUIPMENT COMPANY	E	9/27/2021			012902		655.09
7791	C4 HOLDINGS LLC	E	9/27/2021			012903		59.25
8432	WHISPERING PINES MHC LLC	E	9/27/2021			012904		860.00
8462	CENTRAL POWER SYSTEMS AND SERV	E	9/27/2021			012905		2,375.21
0038	LEAGUE OF KANSAS MUNICIPALITIE	E	9/27/2021			012906		38.19
0044	CRESTWOOD COUNTRY CLUB	E	9/27/2021			012907		527.93

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 9/22/2021 THRU 10/05/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0046	ETTINGERS OFFICE SUPPLY	E	9/27/2021			012908		11.21
0054	JOPLIN SUPPLY COMPANY	E	9/27/2021			012909		219.92
0055	JOHN'S SPORT CENTER, INC.	E	9/27/2021			012910		132.99
0101	BUG-A-WAY INC	E	9/27/2021			012911		90.00
0105	PITTSBURG AUTOMOTIVE	E	9/27/2021			012912		203.85
0109	RANDY VILELA TRUCKING & HAULIN	E	9/27/2021			012913		8,743.00
0112	MARRONES INC	E	9/27/2021			012914		32.34
0124	AMERICAN BATTERY & ELECTRIC	E	9/27/2021			012915		346.50
0133	JIM RADELL CONSTRUCTION COMPAN	E	9/27/2021			012916		8,640.00
0276	JOE SMITH COMPANY, INC.	E	9/27/2021			012917		203.17
0294	COPY PRODUCTS, INC.	E	9/27/2021			012918		2,131.59
0335	CUSTOM AWARDS, LLC	E	9/27/2021			012919		25.00
0364	CRAWFORD COUNTY SHERIFF'S DEPA	E	9/27/2021			012920		3,788.13
0516	AMERICAN CONCRETE CO INC	E	9/27/2021			012921		2,160.27
0577	KANSAS GAS SERVICE	E	9/27/2021			012922		1,294.88
0711	HAYNES EQUIPMENT CO INC	E	9/27/2021			012923		11,326.00
0746	CDL ELECTRIC COMPANY INC	E	9/27/2021			012924		4,314.77
0823	TOUCHTON ELECTRIC INC	E	9/27/2021			012925		79.00
0866	AVFUEL CORPORATION	E	9/27/2021			012926		22,367.67
1033	BOLLINGER GROUP, LLC	E	9/27/2021			012927		100.00
1792	B&L WATERWORKS SUPPLY, LLC	E	9/27/2021			012928		4,145.40
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	9/27/2021			012929		1,727.51

VENDOR SET: 99 City of Pittsburg, KS

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DATE RANGE: 9/22/2021 THRU 10/05/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2825	STATE OF KANSAS	E	9/27/2021			012930		475.25
2960	PACE ANALYTICAL SERVICES LLC	E	9/27/2021			012931		330.00
4307	HENRY KRAFT, INC.	E	9/27/2021			012932		211.01
4452	RYAN INSURANCE, LLC	E	9/27/2021			012933		186.00
4603	KANSAS GOLF AND TURF INC	E	9/27/2021			012934		89.39
5640	WELLPATH LLC	E	9/27/2021			012935		18.00
6175	HENRY C MENGHINI	E	9/27/2021			012936		225.00
6487	CENTRAL PS&S HOLDINGS LLC	E	9/27/2021			012937		10,988.92
6595	AMAZON.COM, INC	E	9/27/2021			012938		5,823.98
7028	MATTHEW L. FRYE	E	9/27/2021			012939		400.00
7100	FIRST UNITED METHODIST CHURCH	E	9/27/2021			012940		4,122.38
7151	QUADIENT FINANCE USA INC	E	9/27/2021			012941		1,300.00
7167	QUADIENT LEASING USA INC	E	9/27/2021			012942		345.93
7427	OLSSON INC	E	9/27/2021			012943		39,270.00
7661	LOGAN WENDT	E	9/27/2021			012944		215.00
7995	HERITAGE TRACTOR INC	E	9/27/2021			012945		249.55
8123	CBI SYSTEMS LTD	E	9/27/2021			012946		3,243.00
8246	BETHANY ANN BROOKS	E	9/27/2021			012947		649.00
8309	MISSISSIPPI LIME COMPANY	E	9/27/2021			012948		13,706.83
8457	PENSKE COMMERCIAL VEHICLES US,	E	9/27/2021			012949		2,188.39
8493	MARTIN METAL STUDS AND CEILING	E	9/27/2021			012950		1,907.36
8211	UMB BANK N.A.	E	9/28/2021			012951		53,928.65

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DATE RANGE: 9/22/2021 THRU 10/05/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0748	CONRAD FIRE EQUIPMENT	E	10/04/2021			013095		291.49
8202	PETROLEUM TRADERS CORPORATION	E	10/04/2021			013096		20,684.79
8236	NORTHGATE ASSOCIATES LLC	E	10/04/2021			013097		9,704.30
8275	ADCOMP SYSYEMS INC	E	10/04/2021			013098		80.00
8450	RONDA L COLTRANE	E	10/04/2021			013099		15.00
8467	WASTE CORPORATION OF KANSAS, L	E	10/04/2021			013100		57.90
8495	TAYLOR CORPORATION	E	10/04/2021			013101		118.05
0046	ETTINGERS OFFICE SUPPLY	E	10/04/2021			013102		188.32
0105	PITTSBURG AUTOMOTIVE	E	10/04/2021			013103		516.19
0135	PITTSBURG AREA CHAMBER OF COMM	E	10/04/2021			013104		24,600.00
0272	BO'S 1 STOP INC	E	10/04/2021			013105		101.65
0276	JOE SMITH COMPANY, INC.	E	10/04/2021			013106		180.01
0292	UNIFIRST CORPORATION	E	10/04/2021			013107		62.50
0409	WISEMAN'S DISCOUNT TIRE INC	E	10/04/2021			013108		46.95
0438	PAUL KEYS	E	10/04/2021			013109		904.00
0534	TYLER TECHNOLOGIES INC	E	10/04/2021			013110		390.00
0583	DICKINSON INDUSTRIES INC	E	10/04/2021			013111		264.00
0726	PITTSBURG STATE UNIVERSITY	E	10/04/2021			013112		12,500.00
0823	TOUCHTON ELECTRIC INC	E	10/04/2021			013113		1,992.43
0844	HY-FLO EQUIPMENT CO., INC.	E	10/04/2021			013114		64.48
1238	SEWARD ELECTRIC, INC.	E	10/04/2021			013115		2,325.62
1478	KANSASLAND TIRE #1828	E	10/04/2021			013116		412.76

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2005	GALLS PARENT HOLDINGS, LLC	E	10/04/2021			013117		53.22
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	10/04/2021			013118		420.46
2526	SERVICEMASTER OF SE KANSAS	E	10/04/2021			013119		573.04
2994	COMMERCIAL AQUATIC SERVICE INC	E	10/04/2021			013120		54.45
4925	MASEK GOLF CAR COMPANY	E	10/04/2021			013121		41.11
5014	MID-AMERICA SANITATION INC.	E	10/04/2021			013122		240.00
5648	JASON WISKE	E	10/04/2021			013123		1,000.00
6577	GREENSPRO INC	E	10/04/2021			013124		986.00
7283	TRUSTMARK HEALTH BENEFITS INC	E	10/04/2021			013125		36,490.96
7367	HECK AND WICKER, INC	E	10/04/2021			013126		106,064.69
7407	LIMELIGHT MARKETING LLC	E	10/04/2021			013127		500.00
7559	MEGAN LYNN MUNGER	E	10/04/2021			013128		285.00
7629	EARLES ENGINEERING & INSPECTIO	E	10/04/2021			013129		98,282.26
7735	ELIZABETH KING	E	10/04/2021			013130		153.00
7744	DARREN L SWARTZ	E	10/04/2021			013131		131.00
7749	CHARLIE PHILLIPS	E	10/04/2021			013132		90.00
7751	MATTHEW DEMOSS	E	10/04/2021			013133		23.00
7754	WILLOW TREE WEAVING	E	10/04/2021			013134		5.00
7904	MICHELLE MCCLURE	E	10/04/2021			013135		36.00
7940	JOHN D BOZICH	E	10/04/2021			013136		13.00
7959	ALL ABOARD FOUNDATION	E	10/04/2021			013137		2,597.99
8046	CONVERGEONE, INC.	E	10/04/2021			013138		245.00

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8132	MIKE CARPINO FORD PITTSBURG IN	E	10/04/2021			013139		91.83
8281	SOUTHERN B EVENTS LLC	E	10/04/2021			013140		340.00
8325	FLEET FUELS LLC	E	10/04/2021			013141		29.80
8326	KAYLYN HITE	E	10/04/2021			013142		1,000.00
8409	KALE BRUCKS	E	10/04/2021			013143		116.00
8442	NORA HOOVER	E	10/04/2021			013144		44.00
6154	4 STATE MAINTENANCE SUPPLY INC	R	9/24/2021			189802		275.53
5561	AT&T MOBILITY	R	9/24/2021			189803		136.20
1	BEITZINGER, SHERRI	R	9/24/2021			189804		480.00
5480	BITNER MOTORS	R	9/24/2021			189805		144.00
5966	BERRY COMPANIES, INC.	R	9/24/2021			189806		273.09
8180	LESLEY ALEXANDRA BOCANEGRA	R	9/24/2021			189807		25.00
1	BROADWAY ANIMAL HOSPITAL	R	9/24/2021			189808		300.00
5283	CLASS LTD	R	9/24/2021			189809		54.00
4263	COX COMMUNICATIONS KANSAS LLC	R	9/24/2021			189810		31.49
0497	CRAWFORD COUNTY DISTRICT COURT	R	9/24/2021			189811		36.00
8381	JOPLIN CUSTOM FENCE, LLC	R	9/24/2021			189812		105.00
1108	EVERGY KANSAS CENTRAL INC	R	9/24/2021			189813		57.77
1	HERNANDEZ, ANABEL	R	9/24/2021			189814		40.00
8020	QUENTIN HOLMES	R	9/24/2021			189815		235.75
6923	HUGO'S INDUSTRIAL SUPPLY INC	R	9/24/2021			189816		185.63
7651	K & D'S LIQUORS, LLC	R	9/24/2021			189817		72.31

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8431	CHARLES KITCHIN	R	9/24/2021			189818		120.00
1	LEON UNIFORM COMPANY	R	9/24/2021			189819		53.97
8417	FRED LUNDIEN	R	9/24/2021			189820		75.00
8252	PERRY SUMMY	R	9/24/2021			189821		165.00
7480	RODGER PETRAIT	R	9/24/2021			189822		60.00
0175	REGISTER OF DEEDS	R	9/24/2021			189823		20.00
0175	REGISTER OF DEEDS	R	9/24/2021			189824		20.00
0188	SECRETARY OF STATE	R	9/24/2021			189825		25.00
1	SMITH, LORI	R	9/24/2021			189826		75.00
8089	JORAN STOUT-MITCHELL	R	9/24/2021			189827		100.00
8430	EQUIPMENTSHARE.COM, INC	R	9/24/2021			189828		190.50
1	SHOUSE, BRANDON	R	9/24/2021			189829		8.40
1	PITTSBURG STATE UNIVERSITY	R	9/30/2021			189835		250.00
8225	ALL TRAFFIC SOLUTIONS INC	R	10/01/2021			189845		3,000.00
8278	GERSON BOCANEGRA	R	10/01/2021			189846		25.00
1	CLARK, JAMES	R	10/01/2021			189847		24.02
4263	COX COMMUNICATIONS KANSAS LLC	R	10/01/2021			189848		93.40
0375	WICHITA WATER CONDITIONING	R	10/01/2021			189849		28.00
8494	EMBASSY EMROIDERY LLC	R	10/01/2021			189850		261.58
1108	EVERGY KANSAS CENTRAL INC	R	10/01/2021			189851		108,526.09
6923	HUGO'S INDUSTRIAL SUPPLY INC	R	10/01/2021			189854		69.59
7836	CITY OF JOPLIN	R	10/01/2021			189855		600.00

VENDOR SET: 99 City of Pittsburg, KS
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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7651	K & D'S LIQUORS, LLC	R	10/01/2021			189856		359.90
0380	KANSAS DEPARTMENT OF REVENUE	R	10/01/2021			189857		25.00
8431	CHARLES KITCHIN	R	10/01/2021			189858		220.00
8417	FRED LUNDIEN	R	10/01/2021			189859		75.00
1	NEWPORT, KYLE	R	10/01/2021			189860		50.00
7164	NOVOGRADAC & CO, LLP	R	10/01/2021			189861		6,000.00
8252	PERRY SUMMY	R	10/01/2021			189862		294.00
7480	RODGER PETRAIT	R	10/01/2021			189863		60.00
0187	PITTSBURG ROTARY CLUB	R	10/01/2021			189864		250.00
8103	ANDY ROBERTS	R	10/01/2021			189865		164.00
8037	SEECCLICKFIX INC	R	10/01/2021			189866		5,000.04
8248	SIGN BROTHERS	R	10/01/2021			189867		231.91
8089	JORAN STOUT-MITCHELL	R	10/01/2021			189868		120.00
5589	CELLCO PARTNERSHIP	R	10/01/2021			189869		113.78

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	52	129,205.95	0.00	129,205.95
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	16	215,366.10	0.00	215,366.10
EFT:	100	541,879.76	0.00	541,879.76
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: 80144TOTALS:	168	886,451.81	0.00	886,451.81
BANK: 80144 TOTALS:	168	886,451.81	0.00	886,451.81

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6926	MARTIN KYLE SAYRE	E	10/04/2021			013094		369.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	1	369.00	0.00	369.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: EHV TOTALS:	1	369.00	0.00	369.00
BANK: EHV TOTALS:	1	369.00	0.00	369.00

VENDOR SET: 99 City of Pittsburg, KS

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5906	JOHN HINRICHS	E	10/04/2021			012952		183.00
5961	LAWRENCE A VANBECELAERE	E	10/04/2021			012953		141.00
7717	LAWRENCE E GIGER	E	10/04/2021			012954		665.00
7837	MARJI RENTALS, LLC	E	10/04/2021			012955		287.00
8191	KURT E GALE	E	10/04/2021			012956		600.00
0372	CONNER REALTY	E	10/04/2021			012957		905.00
1008	BENJAMIN M BEASLEY	E	10/04/2021			012958		1,097.00
1231	JOHN LOVELL	E	10/04/2021			012959		365.00
1609	PHILLIP H. O'MALLEY	E	10/04/2021			012960		4,108.00
1982	KENNETH N STOTTS, SR	E	10/04/2021			012961		282.00
2542	YOST PROPERTIES	E	10/04/2021			012962		390.00
3082	JOHN R JONES	E	10/04/2021			012963		328.00
3142	COMMUNITY MENTAL HEALTH CENTER	E	10/04/2021			012964		145.00
3162	TOM YOAKAM	E	10/04/2021			012965		787.00
3218	CHERYL L BROOKS	E	10/04/2021			012966		244.00
3272	DUNCAN HOUSING LLC	E	10/04/2021			012967		3,186.00
3273	RICHARD F THENIKL	E	10/04/2021			012968		979.00
3294	JOHN R SMITH	E	10/04/2021			012969		1,374.00
3668	MID AMERICA PROPERTIES OF PITT	E	10/04/2021			012970		12,752.00
4054	MICHAEL A SMITH	E	10/04/2021			012971		1,349.00
4492	PITTSBURG SENIORS LP	E	10/04/2021			012972		2,737.00
5393	ANGELES PROPERTIES LLC - HAP	E	10/04/2021			012973		1,707.00

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DATE RANGE: 9/22/2021 THRU 10/05/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5549	DELBERT BAIR	E	10/04/2021			012974		282.00
5656	EARL L. HARTMAN	E	10/04/2021			012975		875.00
5658	DEANNA J HIGGINS	E	10/04/2021			012976		604.00
5676	BARBARA TODD	E	10/04/2021			012977		23.00
5796	JOHN A ESLICK	E	10/04/2021			012978		464.00
5817	JAMA ENTERPRISES LLP	E	10/04/2021			012979		267.00
5834	DENNIS TROUT	E	10/04/2021			012980		328.00
5885	CHARLES T GRAVER	E	10/04/2021			012981		56.00
5896	HORIZON INVESTMENTS GROUP INC	E	10/04/2021			012982		98.00
5957	PASTEUR PROPERTIES	E	10/04/2021			012983		4,414.00
6090	RANDAL BENNEFELD	E	10/04/2021			012984		388.00
6161	MICHAEL J STOTTS	E	10/04/2021			012985		206.00
6172	ANDREW A. WACHTER	E	10/04/2021			012986		216.00
6269	EDWARD SWOR	E	10/04/2021			012987		695.00
6298	L. KEVAN SCHUPBACH	E	10/04/2021			012988		7,992.00
6322	R JAMES BISHOP	E	10/04/2021			012989		401.00
6333	JANA DALRYMPLE	E	10/04/2021			012990		638.00
6394	KEVIN R. HALL	E	10/04/2021			012991		3,282.00
6441	HEATHER MASON WHITE	E	10/04/2021			012992		943.00
6464	PRO X PROPERTY SOLUTIONS, LLC	E	10/04/2021			012993		9,187.00
6673	JUDITH A COLLINS	E	10/04/2021			012994		622.00
6694	DELBERT BAIR	E	10/04/2021			012995		461.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: HAP BMO HARRIS BANK-HAP

DATE RANGE: 9/22/2021 THRU 10/05/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6877	CHRISTOPHER KYLE BATTAGLIA	E	10/04/2021			012996		391.00
6886	DELBERT BAIR	E	10/04/2021			012997		466.00
6916	STILWELL HERITAGE & EDUCATIONA	E	10/04/2021			012998		2,223.00
7083	PITTSBURG HEIGHTS, LP	E	10/04/2021			012999		4,410.00
7112	RANDY VILELA BODY REPAIR, TRU	E	10/04/2021			013000		471.00
7220	TIM ADAM	E	10/04/2021			013001		183.00
7294	AMMP PROPERTIES, LLC	E	10/04/2021			013002		801.00
7312	JASON HARRIS	E	10/04/2021			013003		301.00
7326	RANDY ALLEE	E	10/04/2021			013004		287.00
7344	TERRY O BARTLOW	E	10/04/2021			013005		262.00
7431	R&R RENTALS OF PITTSBURG LLC	E	10/04/2021			013006		148.00
7524	SOUTHEAST KANSAS COMMUNITY ACT	E	10/04/2021			013007		277.00
7554	TRAVIS R RIDGWAY	E	10/04/2021			013008		545.00
7582	KIRK A DUNCAN	E	10/04/2021			013009		877.00
7612	ENDICOTT RENTALS, LLC	E	10/04/2021			013010		537.00
7645	SEWARD RENTALS, LLC	E	10/04/2021			013011		965.00
7654	A & R RENTALS, LLC	E	10/04/2021			013012		2,800.00
7669	CHARLES GILMORE	E	10/04/2021			013013		533.00
7741	SUSAN E ADAMS	E	10/04/2021			013014		181.00
7805	KIRK DARROW	E	10/04/2021			013015		600.00
7864	CB HOMES LLC	E	10/04/2021			013016		800.00
7866	JAMES MICHAEL HORTON	E	10/04/2021			013017		1,258.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: HAP BMO HARRIS BANK-HAP

DATE RANGE: 9/22/2021 THRU 10/05/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7918	CITY OF LEAVENWORTH	E	10/04/2021			013018		1,382.82
7936	PITTSBURG HIGHLANDS LP	E	10/04/2021			013019		1,532.00
7965	JAVA PROPERTIES LLC	E	10/04/2021			013020		773.00
8005	REMINGTON SQUARE APARTMENTS OF	E	10/04/2021			013021		8,849.00
8080	SUNNYVALE INVESTMENT PROPERTIE	E	10/04/2021			013022		1,273.00
8168	TARA J STANDLEE	E	10/04/2021			013023		288.00
8174	MICHAEL A SMITH	E	10/04/2021			013024		477.00
8190	HEATHER SMITH	E	10/04/2021			013025		854.00
8266	RYAN SCHULTEIS	E	10/04/2021			013026		850.00
8276	CASEY BAKER	E	10/04/2021			013027		211.00
8302	PAUL CHRISTMAN	E	10/04/2021			013028		1,559.00
8329	CHARLES P. SIMPSON	E	10/04/2021			013029		475.00
8402	BEVERLY D PETERSON	E	10/04/2021			013030		741.00
8403	SETH P GOLLHOFER	E	10/04/2021			013031		226.00
8426	JOHN F KENNEDY	E	10/04/2021			013032		512.00
8428	MARCO IBARRA	E	10/04/2021			013033		287.00
8455	WILLIAM JOSHUA JAMESON	E	10/04/2021			013034		577.00
8492	RUSSELL F. MIZE	E	10/04/2021			013035		94.00
6152	MARTHA R CAMPBELL	R	10/01/2021			189836		217.00
6585	CLASS HOMES 1 LLC	R	10/01/2021			189837		111.00
4636	EVERGY KANSAS CENTRAL INC. (HA	R	10/01/2021			189838		1,326.00
7616	STEVE KUPLIN	R	10/01/2021			189839		239.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8177	MISSISSIPPI REGIONAL HOUSING A	R	10/01/2021			189840		659.38
8427	RENT-MOORE LLC	R	10/01/2021			189841		625.00
1800	DAN R. RODABAUGH	R	10/01/2021			189842		570.00
6451	NAZAR SAMAN	R	10/01/2021			189843		1,262.00
0472	LARRY SPRESSER	R	10/01/2021			189844		868.00

* * T O T A L S * *	NO			INVOICE AMOUNT		DISCOUNTS		CHECK AMOUNT
REGULAR CHECKS:	9			5,877.38		0.00		5,877.38
HAND CHECKS:	0			0.00		0.00		0.00
DRAFTS:	0			0.00		0.00		0.00
EFT:	84			107,329.82		0.00		107,329.82
NON CHECKS:	0			0.00		0.00		0.00
VOID CHECKS:	0	VOID DEBITS	0.00					
		VOID CREDITS	0.00	0.00		0.00		
TOTAL ERRORS:	0							

	NO			INVOICE AMOUNT		DISCOUNTS		CHECK AMOUNT
VENDOR SET: 99 BANK: HAP TOTALS:	93			113,207.20		0.00		113,207.20
BANK: HAP TOTALS:	93			113,207.20		0.00		113,207.20

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8456	DIAMOND SENIOR DEVELOPMENT PIT	E	10/04/2021			013036		244.00
3668	MID AMERICA PROPERTIES OF PITT	E	10/04/2021			013037		1,690.00
5534	SYCAMORE VILLAGE RES LP	E	10/04/2021			013038		437.00
6298	L. KEVAN SCHUPBACH	E	10/04/2021			013039		700.00
6394	KEVIN R. HALL	E	10/04/2021			013040		700.00
8005	REMINGTON SQUARE APARTMENTS OF	E	10/04/2021			013041		2,075.00
8080	SUNNYVALE INVESTMENT PROPERTIE	E	10/04/2021			013042		550.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	7	6,396.00	0.00	6,396.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: TBRA TOTALS:	7	6,396.00	0.00	6,396.00
BANK: TBRA TOTALS:	7	6,396.00	0.00	6,396.00
REPORT TOTALS:	269	1,006,424.01	0.00	1,006,424.01


Passed and approved this 12th day of October, 2021.

Chuck Munsell, Mayor

ATTEST:

Tammy Nagel, City Clerk

Interoffice Memorandum

To: Daron Hall, City Manager
CC: Tammy Nagel, City Clerk
From: Dexter Neisler, Zoning Administrator (DN:dg) 
Date: September 28, 2021
Subject: Agenda Item – October 12, 2021
21-15: Scannell Properties #568, LLC – Zoning Change

The Planning Commission/Board of Zoning Appeals, in its meeting of September 27, 2021, considered a request submitted by Scannell Properties #568, LLC, to amend the Zoning Ordinance, changing certain areas from CP-3, Planned Highway Service Commercial, to IP-2, Planned Medium Industrial. After reviewing all evidence presented, the Planning Commission/Board of Zoning Appeals voted unanimously to recommend to the Governing Body **approval** of this request based on the following criteria:

Character of Neighborhood: This zoning change does not change the character of the neighborhood in any way.

Zoning and Nearby Property Use: This zoning change does not affect the use of any nearby property in any way.

Project Suitability for Proposed Use: The project is suitable for the proposed use as it does not change or affect any existing features including streets, drainage areas, or sanitary sewers.

Detrimental Affects to Nearby Properties: This zoning change will not pose any detrimental affects to any nearby properties.

Affects to Public Health, Safety, & Welfare: Public health, safety, and welfare will not be affected by this zoning change.

Staff Recommendation: Approve. This zoning change does not change or affect the character of the neighborhood.

In this regard, would you place this item on the agenda for the City Commission meeting scheduled for October 12, 2021.

Requested Action: For the Governing Body to approve or disapprove the zoning change submitted by Scannell Properties #568, LLC, and if approved, direct staff to prepare the appropriate Ordinance.

If you have any questions regarding this matter, please feel free to contact me at 620-230-5517.

Sincerely,

Dexter Neisler
Zoning Administrator

DN:dg 

RECEIVED

<p>AUG 25 2021</p> <p>APPLICATION FOR ZONING CHANGE Pittsburg Community Development</p> <p>PLANNING COMMISSION/BOARD OF ZONING APPEALS</p>	<p>FOR OFFICIAL USE ONLY</p> <p>1. Case No. <u>21-15</u> 2. Date Filed <u>8/25/2021</u> 3. Date Fee Paid _____ 4. Date of Hearing <u>9/27/21</u> 5. Date Published <u>8/27/21</u></p>
--	---

(TO BE COMPLETED BY THE APPLICANT)

1. Applicant's Name Adam F Frankenberg / Scannell Properties #568, LLC
2. Applicant's Address 8801 River Crossing Blvd Suite 300 Phone 952-913-5785
Indianapolis, IN 46240
3. Address of Property Proposed for Rezoning 770 East 400 Hwy, Pittsburg, KS 66762
4. Present Owner's Name James Walker / Kansas Crossing Real Estate, L.C.
5. Present Zoning District CP-3 Proposed Zoning District IP-2
6. Legal Description of Property Proposed for Rezoning See attached.

7. Present Use of Property (Check One of the Following):

- (a) Vacant X (c) Commercial _____
(b) Residential _____ (d) Industrial _____

8. Desired Use of Property _____

9. Use and Zoning of Adjacent Property:

DIRECTION	USE	ZONING
North	Farm Homesite	N/A
South	Mobile Home Park and Agricultural	N/A
East	Commercial & Industrial	CP-3
West	Agricultural Use	N/A

10. List of Reasons for the Request The provide zoning that aligns with the intended use of the proposed development of the property.

08/20/2021

(Date)

James L Walker
MANAGER OF OWNER

Adam Frankenberg
(Signature of Applicant)

(DO NOT WRITE IN THIS SPACE)

PLANNING COMMISSION/BOARD OF ZONING APPEALS

1. Action by the Planning Commission/Board of Zoning Appeals. (Approve, Disapprove)
2. Facts Found: _____

EXHIBIT B - REZONING

POINT OF BEGINNING
NW COR LOT 3 KANSAS
CROSSING SUBDIVISION

N88°21'43"E 952.38'

RECEIVED

AUG 25 2021

**City of Pittsburg
Community Development**

LOT 3

36.73 ACRES

LOT 1

N02°03'55"W 1614.56'

S01°38'17"E 1746.58'

KANSAS CROSSING
SUBDIVISION

S87°56'05"W 391.93'

S01°38'17"E
1746.58'

S88°21'43"W 548.42'



**ANDERSON
ENGINEERING**
EMPLOYEE OWNED

941 W 141ST TERR. STE A • KANSAS CITY, MO 64145 • PHONE (816) 777-0400
A LICENSED KANSAS SURVEYING CORPORATION - LS-17



1 INCH = 300 FEET



RECEIVED

AUG 25 2021

EXHIBIT A – REZONING DESCRIPTION

City of Pittsburg
Community Development

All that part of Lots 1 and 3, Kansas Crossing Subdivision, a subdivision of record in Crawford County, Kansas, being more particularly described as follows: (the basis of bearing for the following real property description is Kansas State Plane, South Zone, NAD 83, as shown on the recorded plat of Kansas Crossing Subdivision and this description was prepared by Samuel J. DePriest, KS PLS 1351 on August 19, 2021); beginning at the northwest corner of said Lot 3; thence North 88 degrees 21 minutes 43 seconds East, with the north line of said Lots 3 and 1, a distance of 952.38 feet; thence South 01 degree 38 minutes 17 seconds East, perpendicular to the north line of said Lot 1, a distance of 1746.58 feet; thence South 88 degrees 21 minutes 43 seconds West, a distance of 548.42 feet; thence North 01 degree 38 minutes 17 seconds West, a distance of 134.99 feet; thence South 87 degrees 56 minutes 05 seconds West, a distance of 391.93 feet to a point on the west line of aforesaid Lot 3; thence North 02 degrees 03 minutes 55 seconds West, with the west line of said Lot 3, a distance of 1614.56 feet to the point of beginning. The above described tract contains 1,599,765 square feet, or 36.73 acres.



EXHIBIT B - REZONING

POINT OF BEGINNING
NW COR LOT 3 KANSAS
CROSSING SUBDIVISION

N88°21'43"E 952.38'

RECEIVED

AUG 25 2021

**City of Pittsburg
Community Development**

LOT 3

36.73 ACRES

LOT 1

N02°03'55"W 1614.56'

S01°38'17"E 1746.58'

KANSAS CROSSING
SUBDIVISION

S87°56'05"W 391.93'

S01°38'17"E
1746.58'

S88°21'43"W 548.42'



**ANDERSON
ENGINEERING**
EMPLOYEE OWNED

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AUG 25 2021


EXHIBIT A – REZONING DESCRIPTION

City of Pittsburg
Community Development

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Interoffice Memorandum

To: Daron Hall, City Manager
CC: Tammy Nagel, City Clerk
From: Dexter Neisler, Zoning Administrator (DN:dg) 
Date: September 28, 2021
Subject: Agenda Item – October 12, 2021
21-13: Matthew Curran – Variance – 603 Thomas

The Planning Commission/Board of Zoning Appeals, in its meeting of September 27, 2021, considered a request submitted by Matthew Curran for a Variance at 603 Thomas to build 30x40 detached garage. After reviewing all evidence presented, the Planning Commission/Board of Zoning Appeals voted unanimously to recommend to the Governing Body **approval** of this request based on the following criteria:

Character of Neighborhood: This variance does not change the character of the neighborhood in any way.

Zoning and Nearby Property Use: This variance does not change any zoning or affect the use of any nearby property in any way.

Project Suitability for Proposed Use: This project is suitable for the proposed use as it does not change or affect any existing features including streets, drainage areas, sanitary sewers, or zoning.

Detrimental Affects to Nearby Properties: This variance will not pose any detrimental affects to any nearby properties.

Affects to Public Health, Safety, & Welfare: Public health, safety, and welfare will not be affected by this variance.

Staff Recommendation: Approve. This variance does not change or affect the character of the neighborhood.

In this regard, would you place this item on the agenda for the City Commission meeting scheduled for October 12, 2021.

Requested Action: For the Governing Body to approve or disapprove the variance for 603 Thomas.

If you have any questions regarding this matter, please feel free to contact me at 620-230-5517.

Sincerely,

Dexter Neisler
Zoning Administrator

DN:dg 

RECEIVED

AUG 03 2021

City of Pittsburgh
Community Development

VARIANCE APPLICATION

TO
THE DISTRICT ZONING REGULATIONS

BOARD OF ZONING APPEALS

FOR OFFICIAL USE ONLY *RFH*

1. Case No. 21-13
2. Date Filed 8/3/21
3. Date Fee Paid 8/4/21
4. Date of Hearing 9/27/21
5. Date Published 9/1/21

(TO BE COMPLETED BY THE APPLICANT)

1. Applicant's Name Mathew Curran
2. Applicant's Address 603 Thomas Phone 620 875 6456
3. Address of Property Affected 603 Thomas
4. Legal Description of Property Haggard-Martin Add Lot #2
5. Applicant's Interest in the Property owner
6. Nature of variance requested Construction of 30x40 Detached Garage.
7. Attach a sketch of the proposed variance.
6/29/2021 (Date) *Mathew Curran* (Signature of Applicant)

(DO NOT WRITE IN THIS SPACE)

BOARD OF ZONING APPEALS

1. Action by the Board. (Approve, Disapprove)
2. Restrictions Imposed: _____

RECEIVED

AUG 03 2021

City of Pittsburg
Community Development

Mathew Curran

603 Thomas St. Pittsburg, KS

Phone: 620-875-6456

Re: Building code variance application

I have attached a rough draft of the building I would like to have built on my property. Before finalizing details, I am first asking for approval to build this building slightly larger than approved code. My plan is detailed at 1200 sq ft, just 300 sq ft. over current city guidelines.

Building Location

The proposed structure will sit directly east of the current home. From the SE edge of the home to the property line is 62'. The SW Corner of the building will sit 17' directly east the SE Corner of the home. This leaves 15' between the proposed structure and east property line. The closest neighboring structure to the east of this building is over 170' away and is owned by Lotanna C. Okeke (2606 Stillwell Ct.).

Building detail

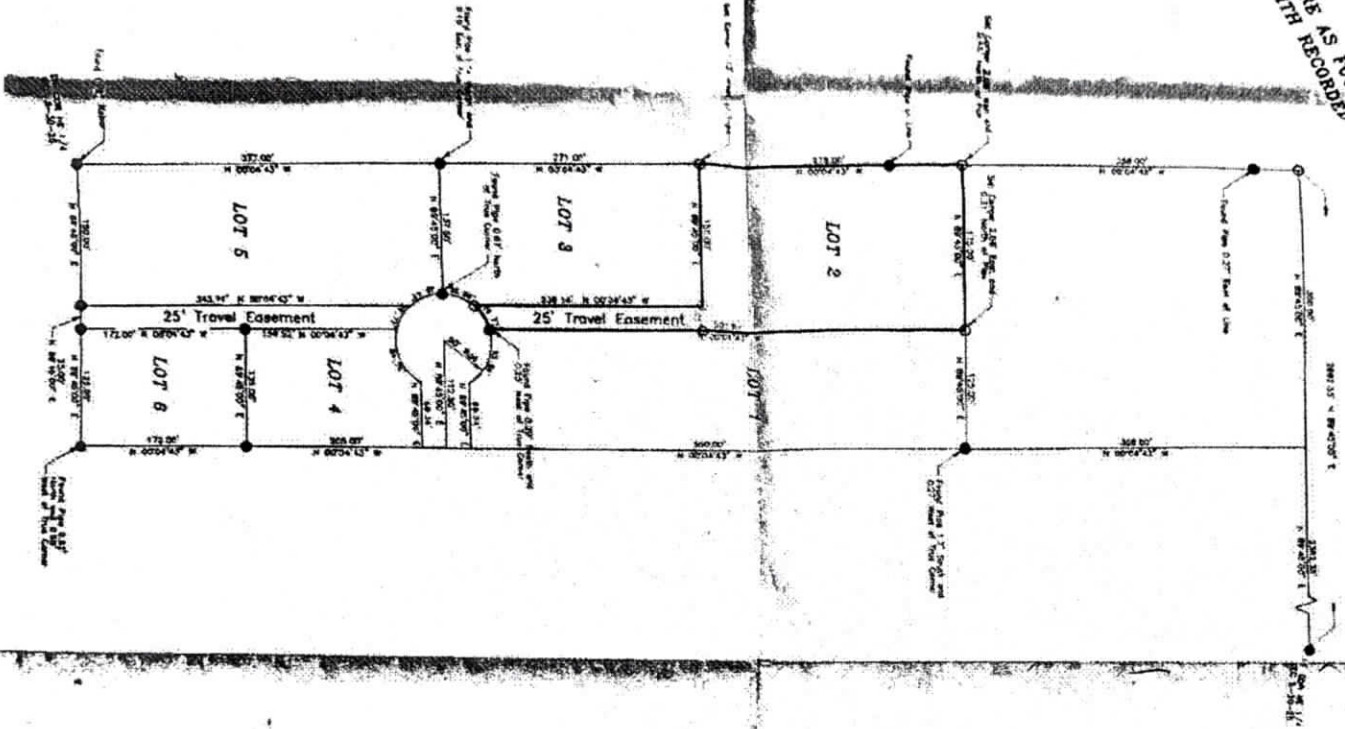
- 30' width x 40' length x 10' inside height
- Siding: 29 Gauge Painted Steel
- Roofing type: 29 Gauge Painted Steel
- Walls: 2x6 Construction
- 12" Boxed overhang on 2-sides & 2-gables
- 2 9x9 garage doors facing driveway on gable end.
- Building will be plumbed for full bath.
- Footing and Stem Wall construction.
- 4" Concrete floor with 2 o/c rebar.

RECEIVED

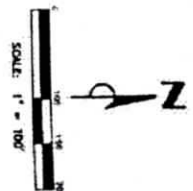
AUG 03 2021

City of Pittsburg
Community Development

ALL BEARINGS ON PLAT ARE AS FOUND
IN FIELD. AND DON'T AGREE WITH RECORDED PLAT.



CERTIFICATE OF SURVEY
LOT NUMBER 2 IN HOGGARD-MARTIN ADDITION TO PITTSBURG, KANSAS



LEGEND
● CORNER FOUND
○ SET 1/2" REBAR

REQUESTED BY:

Patrick & Treasa Curran
517 McKinley
Frontier, Kansas

COMMON ADDRESS:

603 E. THOMAS, PITTSBURG, KANSAS

DATE OF SURVEY:

June 8, 9, & 16, 1997

SOURCE OF DESCRIPTION AND DOCUMENTS USED TO CONDUCT SURVEY:

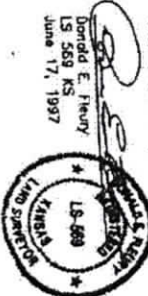
Provided by Client

LEGAL DESCRIPTION:

Lot Two (2) in "Report of Hoggard-Martin Addition", Pittsburg, Crawford County, Kansas, according to the recorded plat thereof. This survey was performed in accordance with the requirements of the standards for professional land surveying adopted by the Board of Architects, Professional Engineers, and Land Surveyors.

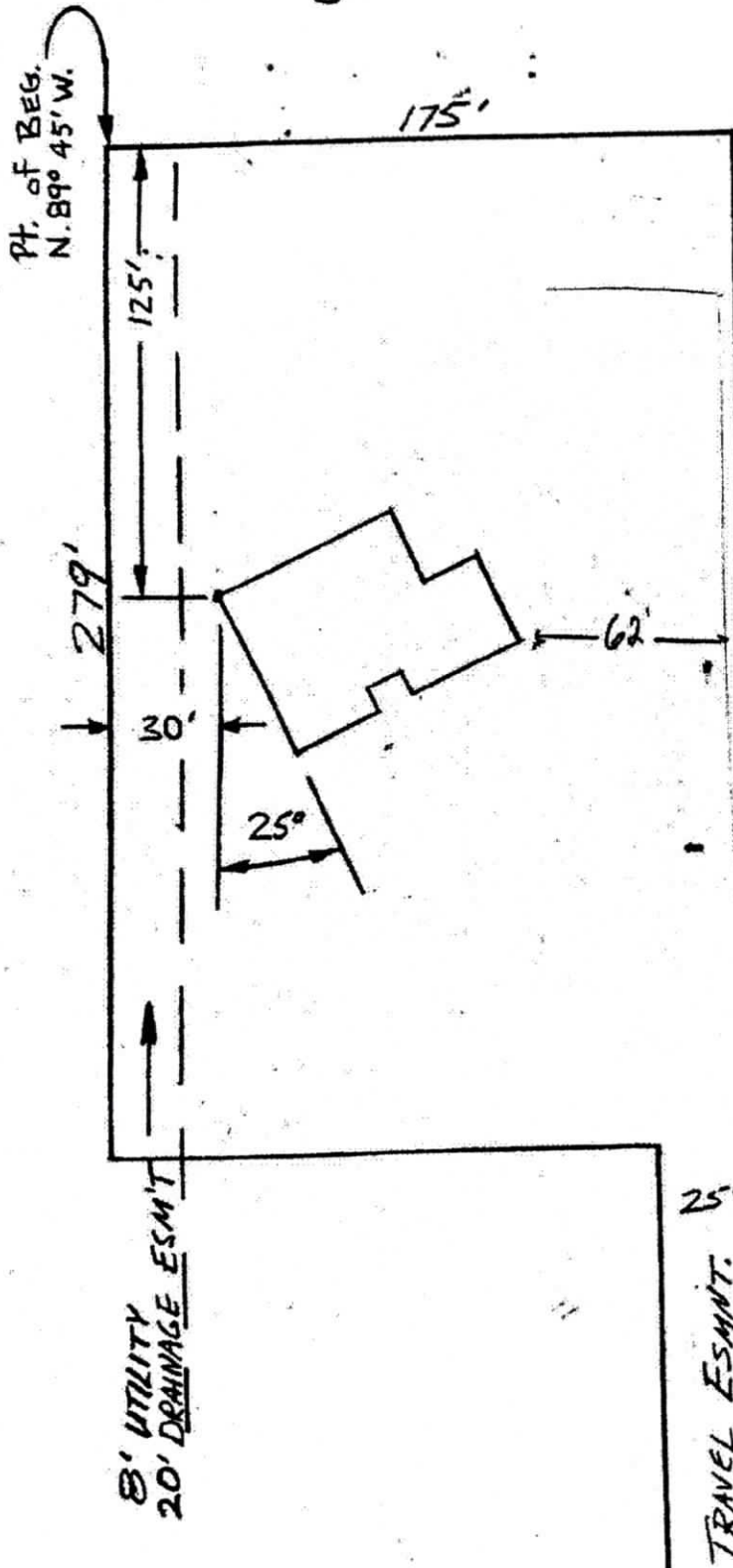
I hereby certify that this survey was made under my direct supervision and that this plat is a true and complete representation, to the best of my knowledge, of the conditions found and the monuments set at the time of the survey.

Donald E. Fleury
LS 569 KS
June 17, 1997



DON FLEURY & ASSOCIATES
LAND SURVEYING

113 East Third
Pittsburg, Kansas 64732
913-232-1980



Residence For-
Matthew & Samantha Curran
603 Thomas
Pittsburg, KS

PLOT PLAN

SCALE: 1" = 50'

62' From home to property
line where proposed
will be built, proposed
to start 17' due East from
SE Corner of home. 15' will
remain between east side of
Proposed structure and property.

N
W + E
S

Utility
5x5

Bath
10x5

Office
15x25

Garage
25x30

40'

30'



Window

RECEIVED

AUG 08 2021

City of Pittsburgh
Community Development



Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Economic Development Director

DATE: October 6, 2021

SUBJECT: October 12, 2021 Agenda Item
GN Bank partial mortgage release agreements

In 2018, the City issued a \$450,000 loan to P & L Development in support of the Silverback housing development. As Arvest Bank is the primary lender for the project, the bank took first position on the loan with the City securing a second position on the P & L property until the loan is repaid in December 2023.

GN Bank has requested the City release its second mortgage on lot 13, which contains an existing model home, within the Silverback development. This will require a partial mortgage release agreement to release the City's second position. The Economic Development Advisory Committee (EDAC) considered this agreement at its October 6, 2021, meeting and recommended approval of the agreement.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, October 12, 2021. Action being requested is approval of the submitted partial mortgage release agreements and authorization for the Mayor to sign the appropriate documents.

PARTIAL RELEASE OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that **City of Pittsburg, KANSAS**, mortgagee, a municipal corporation incorporated as a city of the first class, duly organized and existing under the laws of the State of Kansas, for value received, does hereby **REMISE, RELEASE, and DISCHARGE** from the lien of a certain mortgage; Dated 2/5/19 made and executed by **P & L DEVELOPMENT LLC**, as Kansas Limited Liability Company, mortgagor and recorded in the office of the Register of Deeds of Crawford County, Kansas, **BOOK 636**, mortgages, **PAGE 514** and recorded on **2/21/19** insofar as it covers the following described real estate situated in Crawford County, Kansas.

Lot Number Thirteen (13) in Silverback Landing, a Subdivision in a portion of Section Thirty Three (33), Township Thirty (30) South, Range Twenty Five (25) East of the Sixth Principal Meridian, Crawford County, Kansas, according to the recorded Plat thereof.

This partial mortgage release does not affect other mortgaged property under this same mortgage which shall remain in full force, virtue and effect against the remaining property.

City of Pittsburg

Name of official signing

Date

State of Kansas
County of Crawford

BE IT REMEMBERED, that on this _____ day of October, 2021, before me, the undersigned Notary, came _____, _____ of the City of Pittsburg, Kansas who is personally known to me to be the same person who executed the forgoing instrument in writing.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this day and year last above written.

Notary Name

My commission expires: _____



Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Economic Development Director

DATE: October 6, 2021

SUBJECT: October 12, 2021 Agenda Item
Security 1st partial mortgage release agreements

In 2018, the City issued a \$450,000 loan to P & L Development in support of the Silverback housing development. As Arvest Bank is the primary lender for the project, the bank took first position on the loan with the City securing a second position on the P & L property until the loan is repaid in December 2023.

Security 1st Title has requested the City release its second mortgage on three lots within the Silverback development to support three separate construction loans. These lots are 7, 9 and 14. This will require partial mortgage release agreements to release the City's second position. The Economic Development Advisory Committee (EDAC) considered these agreements at its October 6, 2021, meeting and recommended approval of the agreements.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, October 12, 2021. Action being requested is approval of the submitted partial mortgage release agreements and authorization for the Mayor to sign the appropriate documents.

WAIVER OF RIGHT OF REPURCHASE

As reserved and filed in Warranty Deed recorded in Book 636, Page 513 at the office of the Register of Deeds, Crawford County, Kansas, The City of Pittsburg, Kansas hereby releases to P&L Development, LLC, a Kansas limited liability company, the option to repurchase the property legally known as:

Lot Number Seven (7), in Silverback Landing, a subdivision in a portion of Section 33, Township 30 South, Range 25 East of the 6th P.M., Crawford County, Kansas, according to the recorded Plat thereof.

The City of Pittsburg, Kansas

By: _____
Chuck Munsell, Mayor

State of Kansas, County of Crawford} ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by Chuck Munsell, Mayor of The City of Pittsburg, Kansas.

Notary Public

My Appointment Expires:

PARTIAL RELEASE OF MORTGAGE

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the mortgagor, **P&L Development, LLC, a Kansas limited liability company**, made, executed and delivered to the mortgagee, **The City of Pittsburg, Kansas**, a mortgage dated February 5, 2019, in the amount of \$450,000.00, which mortgage was then **recorded on February 21, 2019, on Book 636, Page 514**, in the office of the Register of Deeds, Crawford County, Kansas, such mortgage including that property described below.

WITNESSETH IT THEN that, for value received, such mortgage shall be and is hereby released as to the following part of mortgaged premises:

Lot Number Seven (7), in Silverback Landing, a subdivision in a portion of Section 33, Township 30 South, Range 25 East of the 6th P.M., Crawford County, Kansas, according to the recorded Plat thereof.

provided that this partial release applies only to the property just above described, and no other part of the remaining land described in such mortgage as recorded.

Dated this _____ day of _____, 2021.

The City of Pittsburg, Kansas

Chuck Munsell, Mayor

State of Kansas, County of Crawford} ss.

This instrument was acknowledged before me on this _____ day of _____, 2021 by Chuck Munsell, Mayor of The City of Pittsburg, Kansas.

My Appointment Expires:

Notary Public



Security 1st Title

File No. 2470660

WAIVER OF RIGHT OF REPURCHASE

As reserved and filed in Warranty Deed recorded in Book 636, Page 513 at the office of the Register of Deeds, Crawford County, Kansas, The City of Pittsburg, Kansas hereby releases to P&L Development, LLC, a Kansas limited liability company, the option to repurchase the property legally known as:

Lot Number Nine (9) in Silverback Landing, a subdivision in a portion of Section 33, Township 30 South, Range 25 East of the 6th P.M., Crawford County, Kansas, according to the recorded Plat thereof.

The City of Pittsburg, Kansas

By: _____
Chuck Munsell, Mayor

State of Kansas, County of Crawford} ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by Chuck Munsell, Mayor of The City of Pittsburg, Kansas.

Notary Public

My Appointment Expires:



Security 1st Title

File No. 2476200

PARTIAL RELEASE OF MORTGAGE

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the mortgagor, **P&L Development, LLC, a Kansas limited liability company**, made, executed and delivered to the mortgagee, **The City of Pittsburg, Kansas**, a mortgage dated February 5, 2019, in the amount of \$450,000.00, which mortgage was then **recorded on February 21, 2019, on Book 636, Page 514**, in the office of the Register of Deeds, Crawford County, Kansas, such mortgage including that property described below.

WITNESSETH IT THEN that, for value received, such mortgage shall be and is hereby released as to the following part of mortgaged premises:

Lot Number Nine (9) in Silverback Landing, a subdivision in a portion of Section 33, Township 30 South, Range 25 East of the 6th P.M., Crawford County, Kansas, according to the recorded Plat thereof.

provided that this partial release applies only to the property just above described, and no other part of the remaining land described in such mortgage as recorded.

Dated this _____ day of _____, 2021.

The City of Pittsburg, Kansas

Chuck Munsell, Mayor

State of Kansas, County of Crawford} ss.

This instrument was acknowledged before me on this _____ day of _____, 2021 by Chuck Munsell, Mayor of The City of Pittsburg, Kansas.

My Appointment Expires:

Notary Public



Security 1st Title

File No. 2476200

WAIVER OF RIGHT OF REPURCHASE

As reserved and filed in Warranty Deed recorded in Book 636, Page 513 at the office of the Register of Deeds, Crawford County, Kansas, The City of Pittsburg, Kansas hereby releases to P&L Development, LLC, a Kansas limited liability company, the option to repurchase the property legally known as:

Lot Number Fourteen (14), in Silverback Landing, a subdivision in a portion of Section 33, Township 30 South, Range 25 East of the 6th P.M., Crawford County, Kansas, according to the recorded Plat thereof.

The City of Pittsburg, Kansas

By: _____
Chuck Munsell, Mayor

State of Kansas, County of Crawford} ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by Chuck Munsell, Mayor of The City of Pittsburg, Kansas.

Notary Public

My Appointment Expires:

PARTIAL RELEASE OF MORTGAGE

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the mortgagor, **P&L Development, LLC, a Kansas limited liability company**, made, executed and delivered to the mortgagee, **The City of Pittsburg, Kansas**, a mortgage dated February 5, 2019, in the amount of \$450,000.00, which mortgage was then **recorded on February 21, 2019, on Book 636, Page 514**, in the office of the Register of Deeds, Crawford County, Kansas, such mortgage including that property described below.

WITNESSETH IT THEN that, for value received, such mortgage shall be and is hereby released as to the following part of mortgaged premises:

Lot Number Fourteen (14), in Silverback Landing, a subdivision in a portion of Section 33, Township 30 South, Range 25 East of the 6th P.M., Crawford County, Kansas, according to the recorded Plat thereof.

provided that this partial release applies only to the property just above described, and no other part of the remaining land described in such mortgage as recorded.

Dated this _____ day of _____, 2021.

The City of Pittsburg, Kansas

Chuck Munsell, Mayor

State of Kansas, County of Crawford} ss.

This instrument was acknowledged before me on this _____ day of _____, 2021 by Chuck Munsell, Mayor of The City of Pittsburg, Kansas.

My Appointment Expires:

Notary Public

Interoffice Memorandum

TO: Daron Hall, City Manager

FROM: Larissa Bowman, Director of Finance

DATE: October 12, 2021

SUBJECT: Agenda Item – Audit Contract 2021 Fiscal Year

Attached is an engagement contract from Berberich Trahan and Company P.A. to perform auditing services for the City's fiscal year ending December 31, 2021. Action necessary will be to approve the attached 2021 auditing contract in the amount of \$40,000.

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

cc: Tammy Nagel, City Clerk



September 29, 2021

Honorable Mayor and City Commission
City of Pittsburg, Kansas
201 W. 4th Street, P.O. Box 688
Pittsburg, Kansas 66762

The Objective and Scope of the Audit of the Financial Statements

You have requested that we audit the City of Pittsburg, Kansas's (the City) governmental activities, business-type activities, discretely presented component unit, each major fund, the aggregate remaining fund information, and the budgetary comparisons for the general fund and the street and highway fund as of and for the year ended December 31, 2021 which collectively comprise the basic financial statements. We will also apply certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America and will report on whether supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

Our audit will be conducted with the objective of our expressing an opinion on the financial statements.

You have informed us that you desire us to issue a report on the basic financial statements of the City as of and for the year ended December 31, 2021 conforming only to the requirements of auditing standards generally accepted in the United States of America. This reporting will not be used for purposes to comply with a requirement calling for an audit in accordance with *Government Auditing Standards*.

We will also perform the audit of the City as of December 31, 2021, so as to satisfy the audit requirements imposed by the Single Audit Act and Subpart F of Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The Responsibilities of the Auditor

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS); the "Kansas Municipal Audit and Accounting Guide"; "Government Auditing Standards" (GAS) issued by the Comptroller General of the United States; and the provisions of the Single Audit Act, Subpart F of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Guidance, and U.S. Office of Management and Budget's (OMB) Compliance Supplement. Those standards, regulations, supplements, or guides require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

An Independently Owned Member, RSM US Alliance

RSM US Alliance member firms are separate and independent businesses and legal entities that are responsible for their own acts and omissions, and each are separate and independent from RSM US LLP. RSM US LLP is the U.S. member firm of RSM International, a global network of independent audit, tax, and consulting firms. Members of RSM US Alliance have access to RSM International resources through RSM US LLP but are not member firms of RSM International.



Honorable Mayor and City Commission
City of Pittsburg, Kansas
Page 2

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS. Also, an audit is not designed to detect errors or fraud that is immaterial to the financial statements. The determination of abuse is subjective; therefore, GAS does not expect us to provide reasonable assurance of detecting abuse.

In making our risk assessments, we consider internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

We will also communicate to the City Commission (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

The component units whose financial statements you have told us are to be included as part of the City's basic financial statements is the Pittsburg Public Library.

We are responsible for the compliance audit of major programs under the Uniform Guidance, including the determination of major programs, the consideration of internal control over compliance, and reporting responsibilities.

Our reports on internal control will include any significant deficiencies and material weaknesses in controls of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with requirements of the standards and circulars identified above. Our reports on compliance matters will address material errors, fraud, abuse, violations of compliance obligations, and other responsibilities imposed by state and federal statutes and regulations or assumed by contracts, and any state or federal grant, entitlement, or loan program questioned costs of which we become aware, consistent with requirements of the standards and regulations identified above.

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Our audit will be conducted on the basis that management and when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not conclude on subsequent events earlier than the date of the management representation letter referred to below;
- c. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;



Honorable Mayor and City Commission
City of Pittsburg, Kansas
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- d. For establishing and maintaining effective internal control over financial reporting and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge;
- e. For report distribution; and
- f. To provide us with:
 - (1) Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters;
 - (2) Additional information that we may request from management for the purpose of the audit;
 - (3) Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence;
 - (4) When applicable, a summary schedule of prior audit findings; and
 - (5) If applicable, responses to any findings reported on the schedule of findings and questioned costs.

As part of our audit process, we will request from management and when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit, including among other items:

- a. That management has fulfilled its responsibilities as set out in the terms of this letter; and
- b. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for identifying and ensuring that the City complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud or abuse, and for informing us about all known or suspected fraud or abuse affecting the entity involving management, employees who have significant roles in internal control, and others where the fraud or abuse could have a material effect on the financial statements or compliance. Management is also responsible for informing us of its knowledge of any allegations of fraud or abuse or suspected fraud or abuse affecting the entity received in communications from employees, former employees, analysts, regulators, short sellers, or others.

Management is responsible for the preparation of the required supplementary information and supplementary information presented in relation to the financial statements as a whole in accordance with accounting principles generally accepted in the United States of America. Management agrees to include the auditors' report on the RSI or supplementary information in any document that contains the supplementary information and that indicates that the auditor has reported on such RSI and supplementary information. Management also agrees to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditors' report thereon.

Because the audit will be performed in accordance with the Single Audit Act and the Uniform Guidance, management is responsible for (a) identifying all federal awards received and expended; (b) preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with Uniform Guidance requirements; (c) internal control over compliance; (d) compliance with federal statutes, regulations, and



Honorable Mayor and City Commission
City of Pittsburg, Kansas
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the terms and conditions of federal awards; (d) making us aware of significant vendor relationships where the vendor is responsible for program compliance; (f) following up and taking corrective action on audit findings, including the preparation of a summary schedule of prior audit findings and a corrective action plan; and (g) submitting the reporting package and data collection form.

The City Commission is responsible for informing us of its views about the risks of fraud or abuse within the entity, and its knowledge of any fraud or abuse or suspected fraud or abuse affecting the entity.

You have informed us that you may issue public debt in the future and that you may include our report on your financial statements in the offering statement. You have further informed us that you do not intend that we be associated with the proposed offering.

We agree that our association with any proposed offering is not necessary, providing the City agrees to clearly indicate that we are not associated with the contents of any such official statement or memorandum. The City agrees that the following disclosure will be prominently displayed in any such official statement or memorandum:

BT&Co., P.A., our independent auditor, has not been engaged to perform, and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. BT&Co., P.A., also has not performed any procedures relating to this official statement.

Because BT&Co., P.A. will rely on the City and its management and City Commission to discharge the foregoing responsibilities, the City holds harmless and releases BT&Co., P.A., its directors, and employees from all claims, liabilities, losses, and costs arising in circumstances where there has been a knowing misrepresentation by a member of the City's management which has caused, in any respect, BT&Co., P.A.'s breach of contract or negligence. These provisions shall survive the termination of this arrangement for services.

Records and Assistance

If circumstances arise relating to the condition of the City's records, the availability of appropriate audit evidence or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting, or misappropriation of assets which, in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion, issue a report, or withdraw from the engagement.

During the course of our engagement, we may accumulate records containing data that should be reflected in the City's books and records. The City will determine that all such data, if necessary, will be so reflected. Accordingly, the City will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by City personnel, including the preparation of schedules and analyses of accounts, will be discussed and coordinated with Larissa Bowman, Director of Finance. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

In connection with our audit, you have requested us to perform certain non-audit services necessary for the preparation of the financial statements, including preparing the financial statements and note disclosures, assistance with entity-wide entries, and assistance with the Federal Audit Clearinghouse submission. The GAS independence



Honorable Mayor and City Commission
City of Pittsburg, Kansas
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standards require that the auditor maintain independence so that opinions, findings, conclusions, judgments, and recommendations will be impartial and viewed as impartial by reasonable and informed third parties. Before we agree to provide a non-audit service to the City, we determine whether providing such a service would create a significant threat to our independence for GAS audit purposes, either by itself or in aggregate with other non-audit services provided. A critical component of our determination is consideration of management's ability to effectively oversee the non-audit service to be performed. The City has agreed that Larissa Bowman, Director of Finance, possesses suitable skill, knowledge, or experience and that the individual understands the non-audit services to be performed sufficiently to oversee them. Accordingly, the management of the City agrees to the following:

1. The City has designated Larissa Bowman, Director of Finance, as a senior member of management, who possesses suitable skill, knowledge, and experience to oversee the services.
2. Larissa Bowman, Director of Finance, will assume all management responsibilities for subject matter and scope of the non-audit services listed above.
3. The City will evaluate the adequacy and results of the services performed.
4. The City accepts responsibility for the results and ultimate use of the services.

GAS further requires we establish an understanding with the management and those charged with governance of the objectives of the non-audit service, the services to be performed, the entity's acceptance of its responsibilities, the auditors' responsibilities, and any limitations of the non-audit service. We believe this letter documents that understanding.

Other Relevant Information

BT&Co., P.A. (the Firm) may mention the City's name and provide a general description of the engagement in the Firm's client lists and marketing materials.

From time to time and depending upon the circumstances, we may use third-party service providers to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose confidential client information to them. We enter into confidentiality agreements with all third-party service providers and we are satisfied that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others.

RSM US LLP will be available to support BT&Co., P.A. by rendering services related to the performance of the engagement. If a situation occurs in connection with the proposed engagement for which we would request the services of RSM US LLP, we will notify you and obtain permission from you before giving access to your records. We will maintain supervision, control and ultimate responsibility for the performance of this engagement.

BT&Co., P.A. is independently owned and operated and assumes full responsibility for the quality of service delivered to our clients. We are responsible for our own client fee arrangements and maintenance of our client relationships.

RSM US Alliance provides its members with access to resources of RSM US LLP. RSM US Alliance member firms are separate and independent businesses and legal entities that are responsible for their own acts and omissions, and each are separate and independent from RSM US LLP. RSM US LLP is the U.S. member firm of RSM International, a global network of independent audit, tax and consulting firms. Members of RSM US Alliance have access to RSM International resources through RSM US LLP but are not member firms of RSM US LLP and



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RSM International. RSM, the RSM logo and RSM US ALLIANCE are trademarks of RSM International Association or RSM US. The services and products provided by RSM US Alliance are proprietary to RSM US LLP.

In accordance with GAS, a copy of our most recent peer review report is enclosed for your information.

Fees, Costs, and Access to Workpapers

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Our fee estimate and completion of our work is based upon the following criteria:

- a. Anticipated cooperation from City personnel
- b. Timely responses to our inquiries
- c. Timely completion and delivery of client assistance requests
- d. Timely communication of all significant accounting and financial reporting matters
- e. The assumption that unexpected circumstances will not be encountered during the engagement

If any of the aforementioned criteria are not met, then fees may increase. We propose that our fee for this audit engagement, which includes out-of-pocket expenses, will be \$ 37,000 for the financial statement audit and \$ 3,000 for the Single Audit. If a Single Audit with more than one major program is required, we anticipate an additional fee of \$ 1,500 per additional major program (depending on the complexity of the program) for compliance testing and reporting. The quoted fee for the year ended December 31, 2021 will be the maximum for the work described in this letter unless the scope of the engagement is changed, the assistance which the City has agreed to furnish is not provided, or unexpected conditions are encountered. No changes will be made in the maximum agreed to amount without discussion with you regarding the proposed change. All other provisions of this letter will survive any fee adjustment. No changes will be made to the fee without discussion with you regarding the proposed change. Interim billings will be submitted as work progresses and as expenses are incurred. Billings are due upon submission.

In accordance with our policy, a finance charge of 1% per month will be applied to balances that are over 60 days old. Payments will be applied first to the accrued finance charges and then to outstanding invoices.

In the event you terminate this engagement, you will pay the Firm for all services rendered (including deliverables and products delivered), expenses incurred and commitments made by the Firm through the effective date of termination.

When an engagement has been suspended at the request of management or those charged with governance and work on that engagement has not recommenced within 120 days of the request to suspend our work, the Firm may, at its sole discretion, terminate this arrangement letter without further obligation to the City. Resumption of audit work following termination may be subject to our client acceptance procedures and, if resumed, will necessitate additional procedures not contemplated in this arrangement letter. Accordingly, the scope, timing and fee arrangement discussed in this arrangement letter will no longer apply. In order for the Firm to recommence work, a new arrangement letter would need to be mutually agreed upon and executed.



Honorable Mayor and City Commission
City of Pittsburg, Kansas
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Review of audit documentation by a successor auditor or as part of due diligence will be agreed to, accounted for and billed separately.

In the event we are requested or authorized by the City or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the City, the City will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The documentation for this engagement is the property of BT&Co., P.A.. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit documentation upon their request and that we shall maintain the audit documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency. Access to requested documentation will be provided under the supervision of BT&Co., P.A. audit personnel and at a location designated by our Firm.

You have informed us that you intend to prepare an annual comprehensive financial report and submit it for evaluation by the Government Finance Officers Association's Certificate of Achievement for Excellence in Financial Reporting. Our association with the annual comprehensive financial report is to consist of performing a review of the annual comprehensive financial report to insure its readiness for submission.

Indemnification and Claim Resolution

The City and the Firm agree that no claim arising out of services rendered pursuant to this arrangement letter shall be filed more than the earlier of two years after the date of the audit report issued by the Firm or the date of this arrangement letter if no report has been issued. In no event shall either party be liable to the other for claims of punitive, consequential, special, or indirect damages. The Firm's liability for all claims, damages and costs of the City arising from this engagement is limited to the amount of fees paid by the City to the Firm for the services rendered under this arrangement letter.

If any dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

The City and BT&Co., P.A. both agree that any dispute over fees charged by BT&Co., P.A. to the City will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that, in the event of a dispute over fees charged by BT&Co., P.A., each of us is giving up the right to have the dispute decided in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution.



Honorable Mayor and City Commission
City of Pittsburg, Kansas
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Information Security – Miscellaneous Terms

BT&Co., P.A. is committed to the safe and confidential treatment of the City's proprietary information. BT&Co., P.A. is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. The City agrees that it will not provide BT&Co., P.A. with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of the City's information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

BT&Co., P.A. may terminate this relationship immediately in its sole discretion if BT&Co., P.A. determines that continued performance would result in a violation of law, regulatory requirements, applicable professional standards or BT&Co., P.A.'s client acceptance or retention standards, or if the City is placed on a verified sanctioned entity list or if any director or executive of, or other person closely associated with, the City or its affiliates is placed on a verified sanctioned person list, in each case, including but not limited to lists promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. State Department, the United Nations Security Council, the European Union or any other relevant sanctioning authority.

If any term or provision of this arrangement letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

Reporting

We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the City Commission of the City. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In addition to our report on the City's financial statements, we will also issue the following types of reports:

- A report on the fairness of the presentation of the City's schedule of expenditures of federal awards for the year ending December 31, 2021.
- Reports on internal control related to the financial statements, and major programs. These reports will describe the scope of testing of internal control and the results of our tests of internal controls.
- Reports on compliance with laws, regulations, and the provisions of contracts or grant agreements. We will report on any noncompliance which could have a material effect on the financial statements and any noncompliance which could have a material effect, as defined by Subpart F of Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), on each major program.
- An accompanying schedule of findings and questioned costs.

This letter constitutes the complete and exclusive statement of agreement between BT&Co., P.A. and the City, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties.



Honorable Mayor and City Commission
City of Pittsburg, Kansas
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Electronic Signatures and Counterparts

Each party hereto agrees that any electronic signature of a party to this agreement or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to, (i) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (ii) an electronic copy of a traditional signature affixed to a document, (iii) a signature incorporated into a document utilizing touchscreen capabilities or (iv) a digital signature. This agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Paper copies or "printouts," of such documents if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

Please sign and return the enclosed copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

Very truly yours,

BT&CO., P.A.

Stacey A. Hammond
Director

SAH:tls
Enclosures

Confirmed on behalf of the City of Pittsburg, Kansas:

City Commission

Date

City Manager

Date



Honorable Mayor and City Commission
City of Pittsburg, Kansas
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A signed copy of this arrangement letter will be forwarded to the following pursuant to *Government Auditing Standards* Amendment No. 2, "Auditor Communication."

Larissa Bowman, Director of Finance



THE FIRM FOR GROWTH.

Report on the Firm's System of Quality Control

November 17, 2020

To the Directors of
BT&Co., P.A.

and the Peer Review Committee of the Kansas Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of BT&Co., P.A. (the firm) in effect for the year ended June 30, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included an engagement performed under Government Auditing Standards, including compliance audits under the Single Audit Act, and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of BT&Co., P.A. in effect for the year ended June 30, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. BT&Co., P.A. has received a peer review rating of *pass*.

Brown Smith Wallace, LLP

Brown Smith Wallace, LLP

AN INDEPENDENT FIRM ASSOCIATED WITH MOORE GLOBAL NETWORK LIMITED
MEMBER AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS
BROWN SMITH WALLACE IS A MISSOURI LIMITED LIABILITY PARTNERSHIP

CITYWORKS® SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

This Software License and Maintenance Agreement ("Agreement") is made by and between Azteca Systems, LLC ("Azteca Systems" or "Azteca") a Delaware limited liability company, with a place of business set forth on Addendum #1 below, and the **City of Pittsburg, Kansas**, (hereinafter referred to as "Licensee" or "Customer"), using certain of Azteca Systems Licensed Products. This Software License and Maintenance Agreement is effective upon the date of signature by Licensee below (the "Effective Date").

Azteca Systems Products are licensed under the terms and conditions of this Agreement. This Agreement, when executed by the Licensee and Azteca Systems, as licensor of the Software, or the Online Services, and Documentation licensed under this Agreement, will supersede any previous agreements.

This Agreement includes (i) this Software License and Maintenance Agreement, (ii) Addendum #1 – Product Licensing, (iii) Addendum #2 – Standard Maintenance and Support, and (iv) Addendum #3 – Third-Party Contractor Acknowledgment.

This Agreement may be executed in duplicate by the Parties. An executed Agreement, modification, amendment, or separate signature page shall constitute a duplicate if it is transmitted through electronic means, such as fax or email, and reflects the signing of the document by any Party. Duplicates are valid and binding even if an original paper document bearing each Party's original signature is not delivered.

ARTICLE 1—DEFINITIONS

1.1 Definitions. The terms used are defined as follows:

- a. "Agreement" means this Software License and Maintenance Agreement between Azteca Systems and Licensee, inclusive of all schedules, exhibits, attachments, addenda, and other documents incorporated by reference.
- b. "Authorization Code(s)" means any key, authorization number, enablement code, login credential, activation code, token, account username and password, or other mechanism required for use of a Product.
- c. "Authorized User" or "User" shall mean: (i) a direct user of the Licensed Products, including but not limited to Licensee's employees; (ii) Licensee's consultants who have agreed to maintain the Licensed Property in confidence and use it only for the benefit of Licensee, or (iii) members of the public gaining access to, and only limited use of, the Licensed Products via the Software's public web portal (if applicable). Other than limited use of the Products through the software's web portal, the public is not considered an authorized user.
- d. "Beta" means any alpha, beta, or other prerelease version of a Product.
- e. "Client Data" means the data provided or inputted by or on behalf of Licensee, including personally identifiable information, for use with the Software.
- f. "Cloud Services" means both Azteca Systems Managed Cloud Services and Online Services.
- g. "Covered Software" shall mean the particular Cityworks Software, scripts, interfaces and custom code identified in Addendum #1.
- h. "Concurrent Use License" means that Licensee may install and use the Software on computer(s) on a network, but the number of simultaneous users (logins) may not exceed the number of licenses required.
- i. "Testing Server License" means a license that authorizes Licensee to install and use the Software on a server in Licensee's internal use to provide testing License rights prior to deployment.
- j. "Documentation" means all user reference documentation that is supplied to the Licensee by Azteca Systems pursuant to this Agreement for aiding or enabling the use of the Software and is deemed to include any Azteca Systems-provided revisions thereof.
- k. "Internal Use" means use of the Licensed Products by employees of Licensee in Licensee's internal operations but does not include access of the Licensed Products by or use of the Licensed Products in the provisions of services to Licensee's clients or customers. Internal Use also includes use of the Licensed Products by contractors of Licensee, including contractors providing outsourcing or hosting services, as long as Licensee assumes full responsibility for the compliance with this Agreement in such use. Use of the Licensed Products (or any part thereof) for the benefit of others, whether by means of a software as a

service offering, service bureau application, application service provider, outsourcing, or other means of providing service to any third party shall not be considered Internal Use.

- l. "Licensed Products" or "Products" shall mean the portion of the Cityworks Software and the Documentation to which Licensee has purchased a License as identified in Addendum #1 attached hereto. Licensed Products shall include any updates or upgrades to the Licensed Products that Azteca Systems may at its discretion deliver to Licensee. Products includes but is not limited to Software and Documentation licensed under the terms of this Agreement.
- m. "Login" means a license that allows Licensee to permit a single authorized named end user to use the Software, Data, and Documentation installed on a server and accessed from a computer device.
- n. "Malicious Code" means software viruses; worm time bombs; Trojan horses; or any other computer code, files, denial of service, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment.
- o. "Named User(s)" is Licensee's employee, agent, consultant, or contractor to whom Licensee has assigned a unique, secure login credential (identity) enabling access to a Product that requires such identity in order to access identity-managed capabilities within a Product or subscription to Online Services for Licensee's exclusive benefit.
- p. "Online Services" means the commercially available, internet-based asset management system that Azteca Systems provides (commonly known as Cityworks Online), including applications and associated APIs, for storing, managing, publishing, and using maps, data, and other information. Online services exclude Data and Content.
- q. "Online Services Subscription" means a limited-term subscription conveying the right for one or more named users to access and use Online Services.
- r. "Ordering Document(s)" means a sales quotation, purchase order, or other document identifying the Products that Licensee orders.
- s. "Preview" means any alpha, beta, or prerelease Product.
- t. "Product(s)" means Software and Documentation licensed under the terms of this Agreement.
- u. "Sample(s)" means sample code, sample applications, sample add-ons, or sample extensions of Products.
- v. "Server" means each single instance of an operating system, whether physically installed on a computer or within a virtualized environment.
- w. "Software" or "Cityworks Software" means all or any portion of Azteca Systems proprietary software technology, excluding data, accessed or downloaded from an Azteca Systems (Cityworks) authorized website or delivered on any media in any format including backups, documentation, updates, upgrades, and service packs. Without limitation, the Software is deemed to include any alpha, beta, prerelease or restricted version(s), or final commercial release(s), provided in source, object, or executable code format(s), inclusive of backups, updates, service packs, sample code, or merged copies permitted hereunder or subsequently supplied under this Agreement. Unless otherwise indicated by the context herein, the term Software is also deemed to include its associated Documentation.
- x. "Standard Maintenance" or "Maintenance Addendum" shall mean the Standard Software Maintenance & Support Addendum #2.
- y. "Term License" means a license or access provided for use of a Product for a limited time period ("Term") or on a subscription or maintenance basis as specified herein.

ARTICLE 2—INTELLECTUAL PROPERTY RIGHTS AND RESERVATION OF OWNERSHIP

All Azteca Systems Offerings are the copyrighted works of Azteca Systems. Azteca Systems or its licensors own the Products and all copies, which are protected by United States and applicable international laws, treaties, and conventions regarding intellectual property and proprietary rights, including trade secrets. This Agreement does not transfer ownership rights of any description in the software, materials, products, or services to Licensee or any third party. Licensee agrees to use reasonable means to protect Products from unauthorized use, reproduction, distribution, or publication. All rights not specifically granted in this Agreement are reserved to Azteca Systems and its licensor(s). Azteca Systems does not acquire any rights in Customer Content under this Agreement other than as needed to provide Azteca Offerings and Services to Customer.

ARTICLE 3—GRANT OF LICENSE

- 3.1 **Grant of License.** Subject to the terms of this Agreement, Azteca Systems grants to Licensee a personal, nonexclusive, nontransferable license solely to use the Products as set forth in Addendum #1 – Product Licensing (i)

for which the applicable license fees have been paid; (ii) for Licensee's own internal use; (iii) in accordance with this Agreement and the configuration ordered by Licensee or as authorized by Azteca Systems; and (iv) for the applicable Term or until terminated in accordance with Article 6. License types may include, but are not limited to Login, Workgroup, Departmental, ELA (Enterprise License) licenses. Licensee may allow Third-Party Contractors to access and use the licensed Software, provided Licensee and Third-Party Contractor agree to and are bound by the terms set forth in Addendum 3. In addition to the Scope of Use in Article 4, Addendum #1 – Product Licensing which applies to specific Products, Addendum #2 – Standard Maintenance and Support, and Addendum #3 – Third-Party Contractor Acknowledgment (if applicable) collectively, are incorporated by reference into this Agreement.

- a. *Software.* Use and license for specific Software products are set forth in Addendum #1– Product Licensing, which is incorporated by reference.
- b. *Maintenance.* Maintenance terms are set forth in Section 9.11 below and in Addendum #2 – Standard Maintenance and Support, which terms are incorporated by reference.
- c. *Third Party Contractor.* Terms of use for Third-Party Contractor software usage (if applicable) are set forth in Addendum #3 – Third-Party Contractor Acknowledgment, which is incorporated by reference.

3.2 Delivery. Unless otherwise agreed, Azteca Systems shall provide an electronic link to make available to Licensee the Licensed Products by electronic download and a license key to activate the Licensed Products.

ARTICLE 4—SOFTWARE AND ONLINE SERVICES

4.1 Software Terms of Use

- a. For Products delivered to Licensee, Licensee may:
 1. Install, access, and store Products on electronic storage device(s);
 2. Make archival copies and routine computer backups;
 3. Install and use a newer version of Software concurrently with the version to be replaced during a reasonable transition period not to exceed 6 months, provided that the deployment of either version does not exceed the Licensee's licensed quantity; thereafter, Licensee shall not use more Software in the aggregate than Licensee's total licensed quantity; and
 4. Move the Software in the licensed configuration to a replacement server.
- b. Licensee may use, copy, or prepare derivative works of Documentation supplied in digital format and thereafter reproduce, display, and redistribute the customized documentation only for Licensee's own internal use. Portions of Documentation supplied in digital format merged with other software and printed or digital documentation are subject to this Agreement. Licensee shall include the following copyright attribution notice acknowledging the proprietary rights of Azteca Systems and its licensors: "Portions of this document include intellectual property of Azteca and its licensors and are used herein under license. Copyright © [Licensee will insert the actual copyright date(s) from the source materials] Azteca Systems, LLC. and its licensors. All rights reserved."
- c. *Consultant or Contractor Access.* Subject to Section 3.1 and Addendum #3, Azteca Systems grants Licensee the right to permit Licensee's Third-Party Consultants or Contractors to use the Products exclusively and solely for Licensee's benefit. Licensee must comply with terms and provisions of Addendum #3 and provide a copy to Azteca Systems. Licensee shall be solely responsible for compliance by Third-Party Consultants and Contractors with this Agreement and shall ensure that the Third-Party Consultant or Contractor discontinues Product use upon completion of work for Licensee. Access to or use of Products by Third-Party Consultants or Contractors not exclusively for Licensee's benefit is prohibited.

4.2 Online Services Terms of Use

- a. **Use of Online Services** is also subject to the Cloud Services Terms found in Addendum #2.
- b. **Modification of Online Services.** Azteca Systems may change Online Services and associated APIs at any time, subject to 30 days' notice of material changes and 90 days' notice for deprecations. If any modification, discontinuation, or deprecation of Online Services causes a material, adverse impact to Customer's operations, Azteca Systems may, at its discretion, attempt to repair, correct, or provide a

workaround for Online Services. If a viable solution is not commercially reasonable, Customer may cancel its subscription to Online Services, and Azteca Systems will issue a prorated refund.

4.3 Named User Licenses. Except as expressly set forth in this Agreement, the following terms apply to Software and Online Services for which Customer acquires Named User Licenses.

a. Named Users.

1. Named User login credentials are for designated users only and may not be shared with other individuals.
2. Customer may reassign a Named User License to another user if the former user no longer requires access to the Software or Online Services.
3. Customer may not add third parties as Named Users, other than third parties included within the definition of Named Users.

4.4 Limited-Use Programs.

- a. **Trial, Evaluation, and Beta Programs.** Products acquired under a trial, evaluation, or beta program are licensed for evaluation and testing purposes only and not for commercial use. Any such use is at Customer's own risk and the Products do not qualify for Maintenance. If Customer does not convert to a purchased license or subscription prior to the expiration of the trial, evaluation, or beta license, Customer may lose any Customer Content and customizations made during the license term. If Customer does not wish to purchase a license or subscription, Customer should export such Customer Content before the license expires.
- b. **Educational Programs.** Licensee agrees to use Products provided under an educational program solely for educational purposes during the educational use Term. Licensee shall not use Products for any Administrative Use unless Customer has acquired an Administrative Use license. "Administrative Use" means administrative activities that are not directly related to instruction or education, such as asset mapping, facilities management, demographic analysis, routing, campus safety, and accessibility analysis. Customer shall not use Products for revenue-generating or for-profit purposes.
- c. **Other Azteca Systems Emergency or Limited-Use Programs.** If Licensee acquires Products under any limited-use program not listed above, Licensee's use of the Products may be subject to the terms set forth in the applicable launching page, letter, or enrollment form or as described on Azteca's website in addition to the nonconflicting terms of this Agreement.

4.5 Uses Not Permitted. Except to the extent that applicable law prohibits or overrides these restrictions, or as provided herein, Licensee shall not:

- a. Sell, rent, lease, sublicense, lend, assign, or time-share Licensed Software or Products;
- b. Permit persons other than Authorized Users to access or use the Licensed Products (or any part thereof);
- c. Act as a service bureau or Commercial ASP;
- d. Use Software, Data, or Documentation for a site or service and operate the site or service for profit or generate revenue through direct or indirect methods (e.g., advertising or by charging for access to the site or service);
- e. Redistribute Software, Data, or Online Services to third parties, in whole or in part, including, but not limited to, extensions, components, or APIs;
- f. Distribute Authorization Codes to third parties;
- g. Reverse engineer, decompile, or disassemble Products;
- h. Make any attempt to circumvent the technological measure(s) that controls access to or use of Licensed Products;
- i. Upload or transmit content or otherwise use Products in violation of third-party rights, including intellectual property rights, privacy rights, nondiscrimination laws, or any other applicable law or government regulation;
- j. Remove or obscure any Azteca Systems (or its licensors') patent, copyright, trademark, proprietary rights notices, and/or legends contained in or affixed to any Product, Product output, metadata file, or online and/or hard-copy attribution page of any Data or Documentation delivered hereunder;
- k. Unbundle or independently use the individual or component parts of Software or Online Services;
- l. Incorporate any portion of the Software into a product or service that competes with the Software;

- m. Publish the results of benchmark tests run on Software without the prior written permission of Azteca Systems; or
- n. Use, incorporate, modify, distribute, provide access to, or combine any computer code provided with the Software in a manner that would subject such code or any part of the Software to open source license terms, which includes any license terms that require computer code to be (i) disclosed in source code form to third parties, (ii) licensed to third parties for the purpose of making derivative works, or (iii) redistributable to third parties at no charge.

ARTICLE 5—AZTECA SYSTEMS MANAGED CLOUD SERVICES

5.1 **Definitions.** The following are supplemental definitions provided in Article 1.

- a. “Azteca Managed Cloud Services” means the hardware, Software, Data, network platform that Azteca Systems or its third-party supplier provides as part of Azteca Managed Cloud Services.
- b. “Hosting” means the business of housing and making accessible Licensee Content via the internet.

5.2 **Provision of Azteca Managed Cloud Services.**

- a. **General Terms.** Use of Azteca Systems Managed Cloud Services is subject to the Cloud Services terms found in Addendum #2 of this Agreement.
- b. **Requirements Planning.** It is Customer's responsibility to plan for and address with Azteca Systems changes to Customer's requirements, such as the need for additional capacity, the update of an application or dataset, or increased level of system availability.
- c. **Compensation and Expenses.** Azteca Systems will invoice Customer annually for the Azteca Systems Managed Cloud Services to be provided the upcoming year. Customer will pay invoices within 30 days of receipt. Customer is responsible for any shipping or temporary storage costs incurred during the delivery of Customer Content to Azteca Systems or removal of Customer Content from the Azteca Systems Managed Cloud Services environment.
- d. **Risk of Loss.** Risk of loss for all Customer Content shall at all times remain with Customer, and it is Customer's sole responsibility to maintain regular backups of Customer Content.
- e. **Personally Identifiable Information.** Prior to providing any Customer Content under this Agreement, Customer shall notify Azteca Systems if Customer Content includes personally identifiable information.
- f. **Public Software.** Customer may not use, and may not authorize its end users or contractors to combine or use any Azteca Systems Offerings with any software (including any underlying dependencies), documentation, or other material distributed under an open source or other similar licensing or distribution model that requires as a condition of such model that any component of the Azteca Systems Offering to be (i) disclosed or distributed in source code form, (ii) made available free of charge to third parties, or (iii) modifiable without restriction by third parties.
- g. **Monitoring.** Licensee will provide information and other materials related to its Licensee Content as reasonably requested by Azteca Systems or its Hosting partner to verify Azteca's or Licensee's compliance with this Agreement. Azteca Systems or its Hosting partner, as applicable, may browse, index, or otherwise monitor the external interfaces of any Licensee Content solely for the purpose of verifying compliance with this Agreement.

ARTICLE 6—TERM AND TERMINATION

6.1. The initial term of this Agreement will begin on the Effective Date, or upon such latter dates set forth in Addendum #1, and in each case provided a valid purchase authorization is issued. This Agreement may then be renewed annually by payment of the then current maintenance fees for the next annual maintenance period as set forth in Addendum #1.

6.2. Either party may terminate this Agreement or any Product license for a material breach that is not cured within thirty (30) days of written notice to the breaching party, except that termination shall be deemed to have immediate effect for a material breach that is impossible to cure.

6.3. **Termination by Licensee.** In the event that either funding from Licensee or other sources is withdrawn, reduced, or limited, or the authority of Licensee to perform any of its duties is withdrawn, reduced, or limited in any way after the Effective Date of this Agreement, Licensee may terminate subsequent Term Maintenance Periods by

giving Azteca Systems thirty (30) days' written notice prior to the end of the current Term Maintenance Period. The effective date of such termination will be the start of the subsequent Term.

6.4. Termination by Azteca Systems. Azteca Systems may terminate this Software License and Maintenance Agreement and/or any license granted hereunder if:

- a. Licensee violates its obligations under this Software License and Maintenance Agreement and fails to cure the breach within thirty (30) days after Azteca Systems' written notification, provided however, that no cure period prior to termination will be required as noted in section 6.2.
- b. Licensee ceases to do business in the ordinary course, or becomes insolvent, enters bankruptcy, reorganization, composition or other similar proceedings under applicable laws, whether voluntary or involuntary, or admits in writing its inability to pay its debts, or makes or attempts to make an assignment for the benefit of creditors. Such termination shall be effective upon notice to such party or as soon thereafter as is permitted by applicable law.

6.5. Upon termination of the License and Maintenance Agreement, all Product licenses granted hereunder terminate as well. Upon termination of a License or the Software License and Maintenance Agreement, Licensee will (i) stop accessing and using affected Product(s); (ii) clear any client-side data cache derived from Online Services; and (iii) uninstall, remove, and destroy all copies of affected Product(s) in Licensee's possession or control, including any modified or merged portions thereof, in any form, and execute and deliver evidence of such actions to Azteca Systems.

6.6. If this Agreement is terminated per section 6.3, the Licensee is only liable for payment required by the terms of this Agreement for license, maintenance, and support services rendered or products and software received and accepted prior to the effective date of termination.

6.7. If this Agreement is terminated per section 6.3 or 6.4, Licensee shall then return to Azteca Systems all of the Software, related modules, related updates, and any whole or partial copies, codes, modifications, and merged portions in any form. Azteca will then, for no additional charge to Licensee and at Licensee's option, either grant a license to the Licensee for a period of one (1) year, which will allow Licensee to retain the ability to access records and data contained in the Software, or allow Licensee to create digital copies of all files needed by the Licensee for the same period. If Licensee needs to retain access to records or data for a period longer than one (1) year, in order to transfer data to another system, Azteca will consider reasonable requests to extend beyond one (1) year.

6.8. If Licensee has an Online Services Subscription, Managed Cloud Services, or Online Services Product, then upon termination per section 6.3 or 6.4, Azteca Systems will provide Licensee the ability for 30 days to download, backup, or otherwise archive all Licensee Data.

6.9. The parties hereby agree that all provisions which operate to protect the intellectual rights of Azteca Systems shall remain in force should breach or termination of any kind occur.

ARTICLE 7—LIMITED WARRANTIES AND DISCLAIMERS

7.1 Limited Warranties. Except as otherwise provided in this Article 7, Azteca Systems warrants for a period of ninety (90) days from the date Azteca Systems issues the Authorization Code enabling use of Software and that the unmodified Software will substantially conform to the published Documentation under normal use and service.

7.2 Special Disclaimer. Third-Party Content; Data; Samples; hot fixes; patches; updates; Online Services provided at no charge; and trial, evaluation, and beta Products are delivered "as is" and without warranty of any kind.

7.3 Disclaimers.

- a. **Internet Disclaimer.** Neither party will be liable for damages under any theory of law related to the performance or discontinuance of operation of the internet or to regulation of the internet that might restrict or prohibit the operation of Cloud Services.

- b. **Third-Party Websites; Third-Party Content.** Azteca Systems is not responsible for any third-party website or third-party content that appears in or is referenced by Azteca Systems Products or Azteca Systems websites, including www.cityworks.com and www.mycityworks.com. Providing links to third-party websites and resources does not imply an endorsement, affiliation, or sponsorship of any kind.

7.4 General Disclaimer. Except for the express limited warranties set forth in this Agreement, Azteca Systems disclaims all other warranties or conditions of any kind, whether express or implied, including, but not limited to, warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property rights. Azteca Systems is not responsible for any nonconformities with Specifications or loss, deletion, modification, or disclosure of Licensee Content caused by Licensee's modification of any Azteca Systems Product or Service other than as specified in the Documentation. Azteca Systems does not warrant that Products and Services hereunder or Licensee's operation of the same, will be uninterrupted, error free, fault-tolerant, or fail-safe or that all nonconformities can or will be corrected. Products are not designed, manufactured, or intended for use in environments or applications that may lead to death, personal injury, or physical property/environmental damage. Licensee should not follow any suggestions or instructions that appear to be hazardous, unsafe, or illegal. Any such use shall be at Licensee's own risk and cost.

7.5 Exclusive Remedy. Licensee's exclusive remedy and Azteca Systems' entire liability for breach of the limited warranties set forth in this Section shall be limited to replace any defective media; (i) repair, correct, or provide a workaround for the applicable Products or Services and subject to the Azteca Systems Maintenance Services and Support Addendum; or (ii) at Azteca Systems election, terminate Licensee's right to use and refund the fees paid for Azteca Systems Products or Services that do not meet Azteca Systems limited warranties, provided that Licensee uninstalls, removes, and destroys all copies of Software or Documentation; ceases using the Software or Online Services; and executes and delivers evidence of such actions to Azteca Systems.

ARTICLE 8—LIMITATION OF LIABILITY

8.1 Disclaimer of Liability. Neither Licensee, Azteca Systems, nor any Azteca Systems distributor or third party licensor will be liable for any indirect, special, incidental, or consequential damages; lost profits; lost sales; loss of goodwill; costs of procurement of substitute goods or services; or damages exceeding the applicable license fees paid for the current Term support period, or current Subscription fees, or Services fees actually paid to Azteca Systems for the Azteca Systems Products or Services giving rise to the cause of action.

8.2 The limitations and exclusions of liability in the preceding paragraph do not apply to Licensee's infringement, misuse, or misappropriation of Azteca Systems or Azteca Systems licensors' intellectual property rights, either party's indemnification obligations, gross negligence, willful misconduct, or violations of the Export Compliance clause of this Agreement or any applicable law or regulation.

8.3 Applicability of Disclaimers and Limitations. Azteca Systems (or its authorized distributor if any) has set its fees and entered into this Agreement in reliance on the disclaimers and limitations in this Agreement; the fees reflect an allocation of risk that is an essential basis of the bargain between the parties. **These limitations will apply whether or not a party is aware of the possibility of any damage and notwithstanding any failure of essential purpose of any exclusive, limited remedy.**

8.4 The foregoing warranties, limitations, and exclusions may be invalid in some jurisdictions and apply only to the extent permitted by applicable law or regulation in Licensee's jurisdiction. Licensee may have additional rights under law that may not be waived or disclaimed. Azteca Systems does not seek to limit Licensee's warranty or remedies to any extent not permitted by law.

ARTICLE 9—INDEMNIFICATIONS

9.1 Definitions. The following definitions supplement the definitions provide in Article 1:

- a. "Claim" means any claim, action, or demand by a third party.
- b. "Indemnitees" means Customer and its directors, officers, and employees.

- c. "Infringement Claim(s)" means any Claim alleging that Customer's use of or access to any Azteca Systems Products or Services infringes a patent, copyright, trademark, or trade secret.
- d. "Loss(es)" means expenditure, damage award, settlement amount, cost, or expense, including awarded attorney's fees.

9.2 Infringement Indemnity.

- a. Azteca Systems will defend, hold all indemnitees harmless from and against any Loss arising out of an Infringement Claim.
- b. If Azteca Systems determines that an Infringement Claim is valid, Azteca Systems may, at its expense, either (i) obtain rights for Customer to continue using the Azteca Systems Products or Services or (ii) modify the Azteca Systems Products or Services while maintaining substantially similar functionality. If neither alternative is commercially reasonable, Azteca Systems may terminate Licensee's right to use the Azteca Systems Products or Services and will refund any unused portion of fees paid for Term Licenses, Subscriptions, and Maintenance.
- c. Azteca Systems has no obligation to defend an Infringement Claim or to indemnify Customer to the extent the Infringement Claim arises out of (i) the combination or integration of Azteca Systems Products or Services with a product, process, or system or element not supplied by Azteca Systems or specified by Azteca Systems in its Documentation, (ii) alteration of Azteca Systems Products or Services by anyone other than Azteca Systems or its subcontractors, (iii) compliance with Licensee's specifications, or (iv) use of Products or Services after Azteca Systems either provides a modified version to avoid infringement or terminates Licensee's right to use the Products or Services.

9.3 General Indemnity. Azteca Systems will defend and hold all Indemnitees harmless from, and indemnify any Loss arising out of, any Claim for bodily injury, death, or tangible or real property damage brought against any of the Indemnitees to the extent arising from any negligent act or omission or willful misconduct by Azteca Systems or its directors, officers, employees, or agents performing Services while on Customer's site.

9.4 Conditions for Indemnification. As conditions for indemnification, Indemnitee will (i) promptly notify Azteca Systems in writing of the Claim, (ii) provide all available documents describing the Claim, (iii) give Azteca Systems sole control of the defense of any action and negotiation related to the defense or settlement of any Infringement Claim, and (iv) reasonably cooperate in the defense of the Infringement Claim at Azteca Systems request and expense.

9.5 This section sets forth the entire obligation of Azteca Systems, its authorized distributor (if any), and its third-party licensors (if any) regarding any Claim for which Azteca Systems must indemnify Licensee.

ARTICLE 10—GENERAL PROVISIONS

10.1 Export Control Regulations. Licensee expressly acknowledges and agrees that Licensee shall not export, re-export, import, transfer, or release Products, in whole or in part, to (i) any US embargoed country, (ii) any person on the US Treasury Department's list of Specially Designated Nationals, (iii) any person or entity on the US Commerce Department's Denied Persons List, Entity List, or Unverified List, or (iv) any person or entity or into any country where such export, re-export, or import violates any US, local, or other applicable import/export control laws or regulations including, but not limited to, the terms of any import/export license or license exemption and any amendments and supplemental additions to those import/export laws as they may occur from time to time.

10.2 Taxes and Fees, Shipping Charges. License and Subscription fees quoted to Licensee are exclusive of any and all taxes or fees, including, but not limited to, sales tax, use tax, value-added tax (VAT), customs, duties, or tariffs, and shipping and handling charges.

10.3 No Implied Waivers. The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

10.4 Severability. The parties agree that if any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make the intent of the language enforceable.

10.5 Successor and Assigns. Licensee shall not assign, sublicense, or transfer Licensee's rights or delegate Licensee's obligations under this Agreement without Azteca Systems' prior written consent, and any attempt to do so without consent shall be void. This Agreement shall be binding on the respective successors and assigns of the parties to this Agreement. Notwithstanding, a government contractor under contract to the government to deliver Products may assign this Agreement and Products acquired for delivery to its government customer upon written notice to Azteca Systems, provided the government customer assents to the terms of this Agreement.

10.6 Survival of Terms. The provisions of Articles 2, 6, 7, 8, 9 and 10 of this Agreement, and the provisions of section 4.1 of Addendum #2, shall survive the expiration or termination of this Software License and Maintenance Agreement.

10.7 US Government Licensee. The Products are commercial items, developed at private expense, provided to Licensee under this Agreement. If Licensee is a US government entity or US government contractor, Azteca Systems licenses Products to Licensee in accordance with this Agreement under FAR Subparts 12.211/12.212 or DFARS Subpart 227.7202. Azteca Systems Data and Online Services are licensed under the same subpart 227.7202 policy as commercial computer software for acquisitions made under DFARS. The commercial license rights in this Agreement strictly govern Licensee's use, reproduction, or disclosure of Products. Azteca Systems Software source code is unpublished, and all rights to Products are reserved by Azteca Systems and its licensors. Licensee may transfer Software to any licensed government procuring agency facility to which computer(s) on which Software is installed are transferred. If any court, arbitrator, or board holds that Licensee has greater rights to any portion of Products under applicable public procurement law, such rights shall extend only to the portions affected.

10.8 Governing Law. This Agreement is not subject to the United Nations Convention on Contracts for the International Sale of Goods.

- **Government Entities.** If Licensee is a government entity, the applicable laws of the Licensee's jurisdiction govern this Agreement.
- **Nongovernment Entities.** US federal law and the law of the State of Utah exclusively govern this Agreement, excluding their respective choice of law principles.

10.9 Dispute Resolution. The parties will use the following dispute resolution process:

- **Equitable Relief.** Either party will have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or proving injury as a condition for relief.
- **US Government Agencies.** This Agreement is subject to the Contract Disputes Act of 1978, as amended (41 USC 601-613).
- **Other Government Entities.** Azteca Systems will comply with mandatory dispute resolutions under applicable law.
- **Negotiation and Litigation.** The parties will attempt negotiation in good faith and a spirit of mutual cooperation. Except as noted above, the parties will submit to the federal or states courts in Kansas to resolve any dispute arising out of or relating to this Agreement that cannot be settled through negotiation.

10.10 Maintenance. Maintenance for qualifying Software consists of updates (provided on a when-and-if available basis) and other benefits, such as access to technical support, which are provided during the Term. Maintenance is specified as set forth in Addendum #2.

10.11 Audit. Upon Azteca System's written request, Licensee shall certify in a signed writing that its use of the Licensed Product is in full compliance with the terms of this Agreement (including any restrictions herein). Azteca Systems, or its authorized representative, may, upon prior reasonable notice of at least ten (10) days, inspect and audit Licensee's records and use of the Licensed Products to confirm compliance with this Agreement. All such inspections and audits will be conducted during regular business hours and in a manner that does unreasonably interfere with ordinary business activities. Licensee shall be responsible for any audit costs only in the event that such audit reveals that Licensee's use is not in accordance with the permitted uses under this Agreement, and for unpaid license fees.

10.12 Feedback. Azteca Systems may freely use any feedback, suggestions, or requests for Product improvements

that Licensee provides to Azteca Systems. Regardless of the source of any feedback or suggestions, any improvements to Software or Products, and any related intellectual property, are owned by Azteca Systems.

10.13 Patents. Licensee may not seek, and may not permit any other user to seek, a patent or similar right worldwide that is based on or incorporates any Azteca Systems technology or services. This express prohibition on patenting shall not apply to Licensee's software and technology except to the extent that Azteca Systems technology or services, or any portion thereof, are a part of any claim or preferred embodiment in a patent application or a similar application.

10.14 Force Majeure. A party will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond the party's reasonable control. Such causes may include, but are not limited to, acts of God, war, strikes, labor disputes, cyber-attacks, laws, regulations, government orders, or any other force majeure event.

10.15 Independent Contractor. Azteca Systems is and at all times will be an independent contractor. Nothing in this Agreement creates an employer/employee, principal/agent, or joint venture relationship between Azteca Systems and the Licensee. No party has any authority to enter into contracts on behalf of another party or otherwise act on behalf of another party.

10.16 Entire Agreement. This Agreement, including its incorporated documents, addendums, and exhibits constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous license agreements, understandings, and arrangements between the parties relating to such subject matter. Additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and delivery instructions, are void and of no effect. Any modification(s) or amendment(s) to this Agreement must be in writing and signed by each party or as otherwise provided in Addendum #1.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and made effective by their respective authorized representatives.

AZTECA SYSTEMS, LLC

CITY OF PITTSBURG, KS – (LICENSEE)

By: _____

By: _____

Name: Brian L. Haslam

Name: _____

Title: President - CEO

Title: _____

Date: 9/20/20

Date: 9/20/20

ADDENDUM #1

PRODUCT LICENSING

1. Licensed Software:

Server AMS Premium Enterprise License Agreement (ELA), Includes Unlimited Quantities of the Identified Products:

Office
Respond
Mobile Native Apps (for iOS/Android)

--Includes the following Add-ons:

Storeroom
Equipment Checkout
Contracts
Cityworks for Excel
Cityworks Analytics for AMS
eURL (Enterprise URL)
Operational Insights
Workload
Web Hooks
OpX
CCTV Interface for PACP
Pavement Management
Performance Budgeting
Local Government Templates (LGT)
Use of Cityworks AMS Application Programming Interfaces (APIs) with commercially available Cityworks-centric applications that are licensed and maintained by authorized Cityworks partners
Use of Cityworks AMS Application Programming Interfaces (APIs) with third party system integrations

Server PLL Premium Enterprise License Agreement (ELA), Includes Unlimited Quantities of the Identified Products:

Office
Respond
Mobile Native Apps (for iOS/Android)
--Includes the following Add-ons:
eURL (Enterprise URL)
Public Access for PLL
Cityworks Analytics for PLL
Use of Cityworks PLL Application Programming Interfaces (APIs) with commercially available Cityworks-centric applications that are licensed and maintained by authorized Cityworks partners
Use of Cityworks PLL Application Programming Interfaces (APIs) with third party system integrations

Additional Software Products & Licenses & Annual Renewals: Additional Software Products & Licenses may be added to this Agreement as well as annual renewals of this Agreement with either an acknowledgement of an official Cityworks quote signed by Licensee and additional fees, if necessary or applicable being paid, or receipt of Purchase Order from Licensee in response to an official Cityworks quote and additional fees, if applicable, being paid.

2. **Notices & Licensee Information:** Until or unless otherwise modified, all notices relevant to this agreement shall be sent to the following address:

Azteca Systems, LLC 11075 South State, Suite 24 Sandy, Utah 84070	City of Pittsburg 201 W 4 th Pittsburg, KS 66762
	Attn: Jared Peterson
	E-mail: jared.peterson@pittks.org
	Phone: 620.230.5584

3. **Effective Date of Software (Date Software made available)**

MM/DD/YYYY

10/20/2021

4. **Schedule of Payments and/or Fees under Agreement**

Annual Period	Date From/To (mm/dd/yyyy)	Amount
Period 1	10/20/2021 – 10/19/2022	\$83,000.00
Period 2	10/20/2022 – 10/19/2023	\$83,000.00
Period 3	10/20/2023 – 10/19/2024	\$83,000.00

5. **Additional Items (If Any):**

- a. Annual fee herein is based on 10,001 - 25,000 population range.

ADDENDUM #2

STANDARD MAINTENANCE AND SUPPORT

Standard Maintenance and Support Addendum provisions are between the Licensee and Azteca Systems, LLC ("Azteca Systems" or "Azteca"). Maintenance and support are provided subject to the terms and conditions of the signed Software License and Maintenance Agreement and which is incorporated by reference.

1. **MAINTENANCE & SUPPORT:** Azteca Systems will provide maintenance and support services to Licensee for qualifying Products during the applicable Term for such Products provided the applicable license and maintenance fees have been paid for the times and periods and amounts specified in Addendum #1. Maintenance and Support services consist of the following benefits: maintenance items (provided on a when-and-if available basis) which may include subsequent version releases of the licensed software, service packs, upgrades and updates, and technical support.

1.1. Azteca Systems will ensure upward compatibility for the licensed software applications within a reasonable timeframe for minor Esri® ArcGIS and Cityworks supported database revisions. Azteca Systems will not ensure upward compatibility for licensed software applications when there are major Esri ArcGIS revisions (for example, from rev 10.x to rev 11.x), however Azteca Systems will make all reasonable efforts to provide upward compatibility.

1.2. Azteca Systems shall, without additional charge (except as allowed for in paragraph 3.4), during the term of this Agreement provide the following:

- a. **Software Updates.** Software Updates includes upgrades and service packs which are a collection of files that enhance or correct the licensed software, and which will be available for Licensee to download during the Maintenance Term/Period. Updates and upgrades may also include new versions;
- b. Provide Telephone Support, Email Support, Web Support, during normal business hours, 8 AM to 5 PM Mountain Time, Monday through Friday (excepting Holidays) and after hour emergency support line, and other benefits deemed appropriate by Azteca Systems (as set forth in Section 2 below); and
- c. Implement and maintain a means of secure, remote direct network access (VPN, Web-access, etc.) to the Licensee's systems in order to perform thorough remote diagnostics.

1.3 The following items, among others, however, are specifically excluded as support services under this Addendum:

- a. Support for applying or installing upgrades and service packs;
- b. Assistance with questions related to third-party software, computer hardware, networking, and other similar items that are not provided by Azteca;
- c. Assistance with computer operating system questions not directly pertinent to the licensed software;
- d. Licensee Data debugging and/or correcting;
- e. Services necessitated as a result of any cause other than authorized ordinary and proper use by the Licensee of the licensed software, including but not limited to neglect, abuse, unauthorized modifications, and/or unauthorized updates;
- f. Consulting regarding customizations created to function with the licensed software unless the customization is identified and listed as licensed software in Addendum #1;
- g. Assistance with applications which are not part of a standard life cycle, such as preview, beta, or candidate releases; and
- h. Questions such as configuration, implementation, and walk-throughs.

1.4 Support Periods are renewable unless terminated as provided in Section 3 below.

1.5. Technical support provided pursuant these maintenance provisions shall be performed in a professional and workmanlike manner. Azteca Systems will use commercially reasonable efforts to provide corrections to a technical issue or provide a workaround, but Azteca Systems cannot guarantee that all technical issues can be fixed or resolved.

1.6. **Authorized Callers.** Licensee may designate a limited number of authorized callers per software product listed in Addendum #1. Licensee may replace Authorized Callers at any time by notifying Azteca Systems Support services. Authorized callers may be designated in this Addendum #2 or by email. Azteca may limit the total number of authorized callers as may be reasonably necessary and may request an updated list of authorized callers.

1.7. **Cityworks Online Support and Customer Portal.** Azteca has created a self-help support website center for Authorized Callers to submit technical issues, chat with technical specialists, track technical support incidents through the 'MyCityworks' portal, and view technical articles, updated product documentation, blogs, links to forums, and technology announcements. The support and care website can be found at <http://www.mycityworks.com>.

1.8. **Additional Support Items.**

- a. On a when-and-if available basis, updates to the licensed software (Addendum #1) means subsequent releases of the program which Azteca generally makes available to its customers who are under an active Software License and Maintenance Agreement for which fees have been paid for the relevant support period.
- b. Occasionally, Azteca changes the name of its licensed software as part of its ongoing process to improve and increase the functionality of the software. In the event the software licensed or listed in Addendum #1 changes in name, and/or improvements are made, Azteca will provide software with functionality that is similar to or with substantially the same or greater functionality of the originally licensed software, provided all current license or maintenance fees have been paid.
- c. Updates may not always include any release, option, or future program that Azteca licenses separately. Updates are provided on a when-and-if available basis as determined by Azteca Systems. Azteca Systems is under no obligation to develop any future programs or functionality. Any updates made available will be made available to you for download. Customer is responsible for copying, downloading, and installing the updates.

2. PROCEDURES FOR ACCESSING SUPPORT

2.1. All problem categories from routine, non-critical and critical, that occur during normal business hours shall procedurally occur as follows: 1) Licensee's system administration staff as first line of support, and then 2) Azteca Systems staff as the second line of support. Azteca Systems will make all reasonable efforts to acknowledge all requests for support during normal business hours within four (4) hours.

2.2. Prior to calling Azteca Systems for support services, the Licensee will first attempt to isolate any problems that occur within the Licensee's System. The Licensee will try to reduce the problem down to a specific software or system component. If it is determined that the problem is the Cityworks Software component, Licensee will first try and resolve the problem without Azteca Systems' involvement. If Licensee cannot resolve the problem or isolate the problem, Licensee may contact Azteca Systems via telephone, chat, or self-service portal. In each case, Cityworks technical support will log the information and provide an answer to the question, a resolution to the problem, or submit a verified bug to the development group. Any support request that is not quickly resolved will be assigned to a technical support representative. Phone calls and chat requests are accepted during normal business hours as outlined on the Contact Support page of MyCityworks.com. Voicemails and requests submitted via the self-service portal outside of the posted business hours will be responded to on a first come, first served basis the next business day.

2.3. For critical problems that occur outside of Azteca Systems' normal business hours (8 AM to 5 PM, Mountain Time) and cannot be isolated and resolved by the Licensee, Azteca Systems will provide an after-hours phone number that will forward the call to the currently assigned Azteca Systems support representative. Azteca Systems will make all reasonable efforts to acknowledge and respond to the request for support for critical problems that occur outside of normal business hours within four (4) hours of receipt of the call from a designated and authorized Licensee representative. Critical problems are defined as problems that cause several users to be unable to perform their duties. For routine and non-critical problems, Licensee will submit support requests during normal business hours as outlined in 2.2 above.

2.4. After a Technical Support Incident is logged, Azteca Systems will use commercially reasonable efforts to provide corrections to a technical issue or provide a work around. While it is Azteca's goal to provide an acceptable solution to technical issues, Azteca cannot guarantee that all technical issues can be fixed or resolved.

2.5. Azteca will use all reasonable efforts to utilize remote support-type services. However, in the event Licensee and Azteca Systems agree it becomes necessary for Azteca Systems to be on-site to provide support for the covered Software, the parties by mutual negotiation, shall develop a separate agreement that will govern the terms and conditions for any on-site work or services.

3. CHARGES/FEEES

3.1. License, Maintenance, and Support Services herein are included in the payment of annual fees as set forth in Addendum #1 and shall be paid by Licensee. The annual fee for each twelve (12) month period is set forth in Addendum #1 and shall be paid prior to the start for each License and Maintenance Period unless otherwise specified. The annual fee for successive Terms/Periods (twelve-month periods) commencing upon the anniversary of the first maintenance period, shall become due prior to the end of the preceding paid-up Maintenance Period.

3.2. Upon sixty (60) days written notice, the fee for the License and Maintenance Periods listed in Addendum #1 subsequent to year one (1) of the Maintenance Period, may be adjusted by Azteca Systems to reflect increases in costs of providing the services; provided, however, that the fee shall not increase by more than the CPI from the previous annual fee. "CPI" shall mean for all Urban Consumers, the U.S. City Average, for all items, 1982-84=100 (the "CPI-U"), as published by the Bureau of Labor Statistics, U.S. Department of Labor. Azteca Systems will notify Licensee of the new pricing no later than sixty (60) days prior to the annual renewal date of the year preceding the year for which such adjusted pricing applies.

3.3. **Maintenance Expiration.** Azteca Systems will send Licensee a notice of expiration approximately sixty (60) days before the Maintenance term expires. If Azteca Systems does not receive a purchase order prior to the expiration date, Azteca will send the notification to Licensee upon expiration of the Maintenance term. All other Maintenance benefits and Support services will end with the expiration of the Maintenance term.

3.4. **Reinstatement Fee for Lapsed Maintenance.** Azteca Systems will reinstate Maintenance if Licensee sends a purchase order or payment within thirty (30) days of the expiration date. If Licensee does not renew Maintenance within thirty (30) days of the expiration date but at a later date wants to reinstate Maintenance, Maintenance fees will include the Maintenance fees that Licensee would have paid since the expiration date.

4. MANAGED CLOUD AND ONLINE SERVICES

4.1. **Prohibited Uses.** Licensee shall not provide Customer Content or otherwise access or use Cloud Services in a manner that:

- a. Creates or transmits spam, spoofings, phishing emails, or offensive or defamatory material; or stalks or makes threats of physical harm;

- b. Stores or transmits any Malicious Code;
- c. Violates any law or regulation;
- d. Infringes or misappropriates the rights of any third party;
- e. Probes, scans, or tests the vulnerability of Cloud Services or breaches any security or authentication measures used by Cloud Services without written approval from Azteca Systems product security officer; or
- f. Benchmarks the availability, performance, or functionality of Cloud Services for competitive purposes.

4.2. **Service Interruption.** System failures or other events beyond Azteca's reasonable control may interrupt Customer's access to Cloud Services. Azteca Systems may not be able to provide advance notice of such interruptions.

4.3. **Licensee Content.**

- a. Licensee grants Azteca Systems and its subcontractors a nonexclusive, nontransferable, worldwide right to host, run, modify, and reproduce Licensee Content as needed to provide Cloud Services to Licensee. Azteca Systems will not access, use, or disclose Customer Content without Customer's written permission except as reasonably necessary to support Customer's use of Cloud Services. Except for the limited rights granted to Azteca Systems under this Agreement, Customer retains all its rights, title, and interest in the Customer Content.
- b. If Customer accesses Cloud Services with an application provided by a third party, Azteca Systems may disclose Customer Content to such third party as necessary to enable interoperation between the application, Cloud Services, and Customer Content.
- c. Azteca Systems may disclose Customer Content if required to do so by law or regulation or by order of a court or other government body, in which case Azteca Systems will reasonably attempt to limit the scope of disclosure.
- d. When Customer's use of Cloud Services ends, Azteca Systems will either:
 - 1. Make Customer Content available to Customer for download for a period of thirty (30) days unless Customer requests a shorter window of availability or Azteca Systems is legally prohibited from doing so; or
 - 2. Download all Customer Content in Azteca Systems' possession to a medium of Customer's choosing and deliver such Customer Content to Customer.

Azteca Systems will have no further obligations to store or return Customer Content at the conclusion of the Cloud Services.

4.4. **Removal of Customer Content.** Azteca Systems may remove or delete Customer Content if there is reason to believe that uploading Customer Content to or using it with Cloud Services materially violates this Agreement. If reasonable under these circumstances, Azteca Systems will notify Customer before removing Customer Content. Azteca Systems will respond to any Digital Millennium Copyright Act takedown notices in accordance with Azteca Systems copyright policy, available at www.cityworks.com/legal.

4.5. **Service Suspension.** Azteca Systems may suspend access to Cloud or Online Services (i) if Customer materially breaches this Agreement and fails to timely cure the breach, (ii) if Azteca Systems reasonably believes that Customer's use of Cloud Services will subject Azteca Systems to immediate liability or adversely affect the integrity, functionality, or usability of the Cloud Services, (iii) for scheduled maintenance, (iv) to enjoin a threat or attack on Cloud Services, or (v) if Cloud Services become prohibited by law or regulated to a degree that continuing to provide them would impose a commercial hardship. When feasible, Azteca Systems will notify Customer of any Cloud Services suspension beforehand and give Customer reasonable opportunity to take remedial action.

Azteca Systems is not responsible for any damages, liabilities, or losses that may result from any interruption or suspension of Cloud Services or removal of Customer's content as described above.

4.6. **Notice to Azteca Systems.** Licensee will promptly notify Azteca Systems if Customer becomes aware of any unauthorized use of Customer's subscription or any other breach of security regarding Cloud Services.

5. MISCELLANEOUS

5.1. **Data Confidentiality Statement.** Azteca Systems will take reasonable measures to ensure that any Licensee data and/or confidential information provided to Azteca Systems is not inappropriately accessed or distributed to any third-party. Data provided to Azteca Systems by the Licensee may be loaded onto Azteca Systems servers or employee computers for the purpose of testing the Cityworks Software, database structure, or database values, and related Esri® software to resolve database or software performance issues, software enhancements, and software defects. At no time will the data be distributed to individuals or organizations who are not Azteca Systems employees without first receiving written approval from Licensee. If requested by the Licensee, and once the testing has been completed, Azteca Systems will delete all data provided by the Licensee.

5.2. **No Implied Waivers.** No failure or delay by Azteca Systems or Licensee in enforcing any right or remedy under this Agreement shall be construed as a waiver of any future or other exercise of such right or remedy by Azteca Systems.

5.3. Azteca Systems will use commercially reasonable efforts to ensure that Azteca Systems Products and Offerings will not transmit any Malicious Code to Licensee. Azteca Systems is not responsible for Malicious Code that Licensee introduces to Azteca Systems Products or Offerings or that is introduced through Third-Party Content. Malicious Code means software viruses; worms, time bombs, Trojan horses; or any other computer code, files, denial of service, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment.

ADDENDUM #3

THIRD-PARTY CONSULTANT/CONTRACTOR ACKNOWLEDGMENT

If Licensee engages any third party or contractor (Third Party) and desires to grant access to use the Licensed Software, the access may be granted subject to the following terms conditions and provisions:

1. Access and use of the Licensed Products by Third Party is solely for Licensee's benefit;
2. Third Party (or, if applicable, its employee) shall be considered the Authorized User for purposes of the applicable license type, and all use shall be in accordance with the terms and conditions of the Cityworks Software License and Maintenance Agreement with Licensee;
3. Before accessing the Licensed Products, Third Party agrees that (i) the software shall be used solely in accordance with the terms of this Agreement, and (ii) said contractor shall be liable to Azteca Systems for any breach by it of this Agreement;
4. Licensee hereby agrees and acknowledges that Licensee will be responsible for all use by Third Party with respect to the use of the Licensed Products;
5. Upon expiration or termination of this Agreement, the rights of usage of Third Party shall immediately terminated;
6. Use of the Products by Third Party will be governed by the terms of this Agreement, and will require that Licensee purchase the appropriate license for each user utilized by Third Party; and
7. Licensee will ensure that Third-Party Contractor agrees to comply with and does comply with the terms of this Agreement on the same basis as the terms apply to Licensee.

The rights granted under Third-Party Contractor Addendum, do not modify the license or increase the number of licenses granted under this Agreement. Third Party, by their signature below, acknowledges that it has a copy of the License Agreement and agrees to the terms herein. Licensee shall provide a signed copy of this Addendum to Azteca Systems at contracts@cityworks.com.

Third Party (Print): _____

Licensee: City of Pittsburg, Kansas

By: _____
Third Party/Contractor Authorized Signature

Title: _____

Date: _____

Third Party Information

Address City, State, Zip	
Contact Name	
Phone Number	
Email	

NewEdge Services, LLC

Master Agreement for Material and Services

This Material and Services Agreement (hereinafter “Agreement”), is between NewEdge Services, LLC, a Texas limited liability company, and its subsidiaries, parents, affiliates, successors, and assigns (“NewEdge”), and City of Pittsburg, Kansas, and its subsidiaries, parents, affiliates, successors, and assigns, each of them (“Client”), each of which may be referred to in the singular as “Party” or in the plural as “Parties.”

Article I. SCOPE OF AGREEMENT

NewEdge shall provide to Client such Materials and Services as described in Appendix A – Statement of Work at the prices set therein, or any Order executed under this Agreement substantially in the form of Appendix B - Order, subject to the terms and conditions of this Agreement. Any Order in effect on the date when this Agreement expires or is terminated shall continue in effect until such Order either (i) expires by its own terms or (ii) is separately terminated, prior to its own scheduled expiration, as provided in this Agreement. The terms and conditions of this Agreement shall continue to apply to such Order as if this Agreement were still in effect.

Article II. TERM OF AGREEMENT

This Agreement shall commence and be effective on the date when signed by the last Party (“Effective Date”) and shall continue for a term of three (3) years.

DEFINITIONS

“Documentation” means all tangible and intangible written materials including user instructions and training materials or other such materials as necessary in NewEdge’s sole and exclusive judgment shall be required to demonstrate or explain a requirement, provision, or other detail.

“Information” means without limitation, with respect to a Party, all information of any sort in any form including without limitation confidential, proprietary or trade secret information of such Party or of a third party that is in the possession of such Party, including discoveries, ideas, concepts, know-how, techniques, processes, procedures, designs, specifications, strategic information, proposals, requests for proposals, proposed products, drawings, blueprints, tracings, diagrams, models, samples, flow charts, data, computer programs, marketing plans, employee personal information, health or financial information, authentication credentials, operations, infrastructure, network and system configurations and settings, user interface designs, class libraries, objects, facilities, products, pricing whether expressed as fixed price or hourly rates, customer lists, regulatory compliance, competitors and other technical, financial or business information, whether disclosed in writing, orally, or visually, in tangible or intangible form, including in electronic mail or by other electronic communication. All information in the possession of Client is subject to the Kansas Open Records Act.

“Laws” includes all federal, state, provincial, regional, territorial and local laws, statutes, ordinances, regulations, rules, executive orders, supervisory requirements, directives, circulars, opinions, interpretive letters and other official releases of or by governmental authority.

“Material” means a unit of Documentation or software, whether created by NewEdge for Client as a custom application, un-modified commercial off the shelf software, or commercial off the shelf software modified by NewEdge at NewEdge’s election, purchased or licensed hereunder by Client from NewEdge or otherwise provided by or on behalf of NewEdge,

including third party Material provided or furnished by NewEdge. “Material” shall be deemed to include any working or preliminary draft or revised draft whenever it shall be provided by NewEdge.

“Services” means anything that is not otherwise Material, including any labor or service, provided in connection with this Agreement or any Order under this Agreement.

“Specifications” means (a) NewEdge’s applicable specifications and detailed descriptions in whatever form such may be described in Appendix A – Statement of Work or any Order executed under this Agreement, and (b) Client’s requirements, requests, and descriptions specified in, or attached to, Appendix A – Statement of Work or any Order executed under this Agreement, which shall control over an inconsistency with Client’s specifications and descriptions wherever they may be stated except as expressly stated in this Agreement or any Order under this Agreement.

“Subcontractor” or “subcontractor” means any person or entity (including an agent) supplying labor or materials to perform any or all of either Party’s obligations under this Agreement or any Order under this Agreement, including any person or entity at any tier of subcontractors, and shall not be limited to those persons or entities with a direct relationship with such Party.

Article III. TERMS AND CONDITIONS

1.0 Delivery of Materials and Performance of Services

- 1.1 Delivery of Materials – NewEdge shall deliver Materials reasonably conforming to the Specifications provided in Appendix A – Statement of Work or any Order executed under this Agreement as provided in the section entitled Electronic Data Transmission and, as determined solely and exclusively in the discretion of NewEdge, such delivery of Materials shall constitute notice of completion (“Notice of Completion”) of the NewEdge promise of Materials.
- 1.2 Delivery of Services – NewEdge shall deliver Services reasonably conforming to the Specifications provided in Appendix A – Statement of Work and, as determined solely and exclusively in the discretion of NewEdge, such delivery of Services shall constitute Notice of Completion of NewEdge promise of Services.
- 1.3 Acceptance by Client – Client shall notify NewEdge in writing of non-acceptance of any such Materials or Services within 20 business days of receipt of Notice of Completion and, as determined solely and exclusively in the discretion of NewEdge, should any revisions, additions, conversions, or any other such adjustments be required, NewEdge in its sole and exclusive discretion shall deliver such Materials and Services within a time period determined by NewEdge as required to achieve reasonable compliance with the Specifications provided in Appendix A – Statement of Work. At such time as NewEdge determines the Materials and Services have achieved reasonable compliance with the Specifications provided in Appendix A – Statement of Work, NewEdge shall have no further obligation to provide to Client any revisions, additions, conversions, or any other such adjustments. At such time NewEdge shall be deemed to have completely fulfilled its obligations under the Agreement or any Order under this Agreement.

2.0 License Grant

- 2.1 Client is granted a limited, nonexclusive, non-transferable license to use and distribute NewEdge’s Materials solely and exclusively for the purposes of the objectives stated in Appendix A – Statement of Work, provided Client performs its obligations as described in the Agreement, including without limitation payment of fees as provided in the Agreement. Except as provided in the Agreement, no other license or right shall be granted or implied. Client shall not transfer any license granted by this Agreement or any Order under this Agreement to another

without prior express consent of NewEdge. Any use, except as granted in this Agreement, shall be at sole risk of Client without liability to NewEdge.

- 2.2 Should Client utilize NewEdge's Materials in whole or part for any purpose, except as provided in the Agreement, or expressly authorized by NewEdge in a signed writing, Client hereby expressly releases NewEdge from all claims and causes of action resulting from such use, and agrees to defend, indemnify, and hold harmless NewEdge from all costs and expenses related to said claims and causes by any third party. Client's duty under this provision shall not constitute a waiver of any of NewEdge's rights or remedies under this Agreement or any Order under this Agreement or elsewhere.

3.0 Invoicing and Payment

- 3.1 Invoice Contents – NewEdge shall render an invoice for Materials and Services delivered as provided in Appendix A – Statement of Work specifying in reasonable detail: [i] Materials and Services to which the invoice applies, [ii] total amount due for each such Materials and Services delivered, [iii] total amount due for the invoice, [iv] date on which invoice was submitted ("Invoice Date"), and [v] either the physical address or direct deposit account via electronic fund transfer (EFT) to which payments must be remitted.
- 3.2 Invoice Payment Deadline – Client must remit payment in full for each invoice submitted pursuant to the Agreement or any Order under this Agreement for Materials and Services delivered as provided in Appendix A – Statement of Work no later than 60 calendar days after the Invoice Date, provided the invoice is not under dispute.
- a. Temporary Suspension of NewEdge Performance – Should Client fail to pay any invoice within 60 calendar days of the Invoice Date, NewEdge may at its sole and exclusive election, upon written notice to Client, suspend further work until all outstanding invoices are paid in full. Client expressly agrees to indemnify and hold NewEdge harmless from any claim or liability under the Agreement or any Order under this Agreement or otherwise which may result from such suspension.
 - b. Termination of the Agreement or any Order under this Agreement – Should Client fail to pay any invoice within 120 calendar days of the Invoice Date, NewEdge may at its sole and exclusive election, upon written notice to Client, terminate the Agreement. Upon such written notice of termination, Client shall pay in full all fees due under the Agreement or any Order under this Agreement for that portion of the Materials and Services provided in Appendix A – Statement of Work that were actually delivered by NewEdge. Client expressly agrees to indemnify and hold NewEdge harmless from any claim or liability under the Agreement or any Order under this Agreement or otherwise which may result from such suspension.
 - c. Deemed Valid Invoices – Each invoice will be deemed valid when received by Client within 20 business days and shall be timely paid as provided herein.
 - d. Unpaid Invoices and Collections – For any invoice not timely paid as provided in this provision, NewEdge may charge and Client agrees to pay interest on any such unpaid at the rate of one point five percent (1.5%) per month (18% APR) for past due payments or the maximum rate allowed by law, whichever is less. Invoices not paid by Client within 90 calendar days may, at the sole and exclusive election of NewEdge, be pursued by collections or legal action. Should NewEdge elect to pursue collections or legal action, Client agrees to pay any reasonable fees incurred by NewEdge including without limitation collection agency fees, attorney fees and court costs in addition to amounts due under any invoice as provided in the Agreement.
- 3.3 Taxes Included in Invoice – Except as specifically noted on any invoice, all payment made by Client to NewEdge shall be deemed to include all taxes and other charges levied by any government agency on NewEdge relating to its services. Client is a tax exempt entity and shall provide evidence of same to NewEdge prior to receipt of the first invoice.

4.0 Personnel and Provision of Materials and Services

- 4.1 NewEdge Personnel – Personnel provided by NewEdge shall be considered solely the employees of NewEdge or its Subcontractors and not employees or agents of Client. NewEdge has and shall retain the right to exercise full control of and supervision over the creation of Materials and performance of the Services and full control over the employment, direction, assignment, compensation, and discharge of all personnel creating the Materials and performing the Services. NewEdge and its Subcontractors are and shall be solely responsible for all matters relating to compensation and benefits for all personnel provided by NewEdge.
- 4.2 Materials and Services Provided by Others – If any part of NewEdge Materials or Services is dependent upon work, information or other condition precedent Materials or Services by others under control of Client, then Client shall inspect to ensure such work, information or other condition precedent Materials or Services sufficiently fulfills the quality needed for NewEdge to create subsequent Materials and or perform subsequent Services. Each Party shall promptly report to the other Party any defect or other deficiency in work, information or other condition precedent materials or services by others under control of Client that renders such materials or services unsuitable for NewEdge’s proper performance. In such case, the Parties shall work together to remedy such defects or deficiencies and NewEdge shall not be held in breach of any provision of the Agreement or any Order under this Agreement as a result of such defects or deficiencies.
- 4.3 Use of Subcontractors – NewEdge may, in its sole and exclusive discretion, use Subcontractors to create any portion of the Materials or perform any portion of the Services. NewEdge shall provide to Client, upon request, information about the Subcontractor including the identity, the location, and a complete description, of the activities to be performed by such Subcontractor. NewEdge shall remain responsible for the acts or omissions of its approved Subcontractors to the same extent as if such acts or omissions were performed by NewEdge.

5.0 Intellectual Property

- 5.1 Definitions – For purposes of this provision, the following terms govern:
- a. “Items” shall mean any or all inventions, discoveries, ideas, (whether patentable or not), and all works and materials, including but not limited to products, devices, computer programs, source codes, designs, files, specifications, texts, drawings, processes, data or other information or Documentation in preliminary or final form, and all Intellectual Property Rights in or to any of the foregoing.
 - b. “Excluded Materials” shall mean: [i] Client’s Pre-Existing Materials; [ii] Client’s Independently Developed Materials; and [iii] Client’s Mere Reconfigurations.
 - c. “Client’s Pre-Existing Materials” shall mean those Items owned by Client to the extent and in the form that they both existed prior to the date NewEdge began any work under this Agreement or any Order under this Agreement and were created without any use of any NewEdge Items. Client’s Pre-Existing Materials shall not, however, include Paid-For Enhancements thereto.
 - d. “Client’s Independently Developed Materials” shall mean those Items that have been developed by Client, or on Client’s behalf, both [i] without use of any NewEdge Items; and [ii] independently of any work performed under any Agreements between or among the Parties.
 - e. “Client’s Mere Reconfigurations” means those specific reconfigurations of Client’s Pre-Existing Materials performed by NewEdge, or on NewEdge’s behalf, but only to the extent that such reconfiguration is an alteration to such Materials required to permit Client's Materials to function as a precondition as described in Appendix A – Statement of Work. In no event shall Mere Reconfigurations include enhancements, modifications, or updates that are not contained in Client’s Pre-Existing Materials and that add any features, functionality, or capabilities.

- f. “Intellectual Property Rights” means all patents (including all reissues, divisions, continuations, and extensions thereof) and patent applications, trade names, trademarks, service marks, logos, trade dress, copyrights, trade secrets, mask works, rights in technology, know-how, rights in content, or other intellectual property rights, protected under the Laws of any governmental authority having jurisdiction.
- g. “Paid-For Development” means any and all Items to the extent produced or developed by or on behalf of Clients or its employees, agents, or direct or indirect contractors or suppliers (and whether completed or in-progress), or forming part of any Materials pursuant to this Agreement or any Order under this Agreement for the development of which NewEdge has been paid monies pursuant to this Agreement. Paid-For Development shall always exclude all Excluded Materials, but shall include (without limitation) any modifications, alterations or updates of any Excluded Materials that otherwise fall within the definition of Paid-For Development. NewEdge’s ownership of Paid-For Development shall, of course, be subject to Client’s underlying rights and ownership in Client’s Excluded Materials.
- h. “Provided Items” means Items created by or on behalf of NewEdge or directly or indirectly provided to Client (in any form, including, without limitation, verbally) by or on behalf of NewEdge.

5.2 **Reservation of Rights** – The Parties hereby acknowledge and agree that notwithstanding any other provision in the Agreement, NewEdge is not transferring or granting to Client any right, title, or interest in or to (or granting to Client any license or other permissions in or to) any or all: a) Items created by or on behalf of Client or directly or indirectly provided to Client (in any form, including, without limitation, verbally) by or on behalf of NewEdge; b) Paid For Development or c) Intellectual Property Rights, including, without limitation, any Intellectual Property Rights in or to any NewEdge Provided Items or Paid-For Development. The sole exceptions to the foregoing reservation of rights are that [1] NewEdge hereby grants Client such license as is described in Section 2.0 License Grant, [2] raw data collected [a] by client without NewEdge assistance or [b] by NewEdge for compensation on Client’s behalf, and [3] customized Crystal Reports’ reports created by NewEdge for compensation on Client’s behalf. In no way expanding the foregoing license, said license in no manner permits Client to (and Client hereby promises not to without the explicit prior written and signed consent of NewEdge) make use of any NewEdge Provided Items, Paid-For Development or Intellectual Property Rights either for the benefit of any third party or other than as agreed in a signed writing by NewEdge or expressly provided in the Agreement.

5.3 **Client Acts and Obligations** – Client shall promptly take or secure such action (including, but not limited to, the execution, acknowledgment, delivery and assistance in preparation of documents or the giving of testimony) as may be reasonably requested by NewEdge to evidence, transfer, perfect, vest or confirm NewEdge’s right, title and interest in any Paid-For Development. Client shall, in all events and without the need of NewEdge’s request, secure all Intellectual Property Rights in any Paid-For Development (and any licenses specified above in any Excluded Materials) from each employee, agent, subcontractor or sub-supplier of Client who has or will have any rights in the Paid-For Development or Excluded Materials.

5.4 **License Grant to Excluded Materials** – If and to the extent that Client embeds any Excluded Materials in the Paid-For Development, Client hereby grants and promises to grant and have granted to NewEdge and its Affiliates a royalty-free, nonexclusive, sublicensable, assignable, transferable, irrevocable, perpetual world-wide license, in and to the Excluded Materials and any applicable Intellectual Property Rights of Client to use, copy, modify, distribute, display, perform, import, make, sell, offer to sell, and exploit (and have others do any of the foregoing on or for NewEdge’s or any of its Affiliates behalf or benefit) the Excluded Materials but only for purposes of creating the Materials and performing the Services as provided in this Agreement.

6.0 **Compliance**

6.1 **Compliance With Laws** – Both Parties shall comply with all Laws attendant upon this Agreement or any Order under this Agreement and Client utilization of the Materials and Services provided in Appendix A – Statement of

Work. Client shall procure all approvals, bonds, certificates, insurance, inspections, licenses, and permits that such Laws require for the performance of NewEdge under this Agreement. Client shall create and maintain any necessary records, provide any certificate, affidavit or other information or documentation requested or as otherwise required by NewEdge (a) to show compliance by Client with Laws, (b) to comply or otherwise establish Client's compliance with Laws or (c) to allow NewEdge to timely respond to any complaints, filings, or other proceedings. Client shall, to the extent it becomes aware of any new or previously unknown Law or other such requirement which may affect NewEdge's performance under this Agreement, promptly inform NewEdge of such requirement and agrees to indemnify, defend, and hold harmless NewEdge to the extent such requirements are not promptly communicated by Client to NewEdge.

7.0 Warranties

- 7.1 General Warranties - Each Party to this Agreement represents and warrants that such party is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party further represents and warrants to the other that the execution and delivery of the Agreement or any Order under this Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms. Client further represents and warrants that: (a) all information provided to NewEdge is complete, accurate and correct and any additional time or expense incurred by NewEdge to reperform, revise or otherwise redo work performed by NewEdge on any incomplete, inaccurate or incorrect information provided by Client to NewEdge shall be solely at Client's expense.
- 7.2 Warranty of Execution - Each Party represents and warrants that the execution and performance of this Agreement or any Order under this Agreement does not violate any applicable law or other contract or obligation to which Client is a party or is otherwise bound.
- 7.3 Warranty of Quality - NewEdge's services shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. NewEdge makes no other representations or warranties, whether expressed or implied, with respect to the services rendered hereunder.
- 7.4 Warranty Disclaimers – Notwithstanding any assurance of any type elsewhere in the Agreement, NewEdge does not guarantee any specific result from the Materials or Services provided under the Agreement or any Order under this Agreement or that Client will achieve any specific result or end as a result of the Materials or Services provided by NewEdge to Client. THE MATERIALS AND SERVICES ARE PROVIDED "AS IS" AND NewEdge SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND WITH RESPECT TO THE SERVICES AND THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION WARRANTIES OF QUALITY, PERFORMANCE, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. THE FOREGOING EXCLUSIONS AND DISCLAIMERS ARE AN ESSENTIAL PART OF THIS AGREEMENT AND FORMED THE BASIS FOR DETERMINING THE PRICE CHARGED FOR THE SERVICES. THIS DISCLAIMER SHALL BE ENFORCED TO THE EXTENT PERMITTED BY LAW IN THOSE JURISDICTIONS THAT MAY LIMIT THE EXCLUSION OF IMPLIED WARRANTIES.
- 7.5 Unascertainable Conditions - NewEdge shall not be required to sign any documents, no matter by whom requested, that would result in NewEdge's having to certify, guaranty, or warrant the existence of conditions that NewEdge cannot independently ascertain with certainty.

8.0 Confidentiality

- 8.1 General Confidentiality - Both Parties agree that any Information either provides to the other shall be deemed confidential, and shall be the providing Party's property. The receiving Party shall use such Information for the

sole purpose of providing the Materials and performing the Services under this Agreement or any Order under this Agreement and such Information shall not be used for any other purpose except as expressly permitted under this Agreement. Upon expiration or termination of this Agreement or any Order under this Agreement or upon the providing Party's request, receiving Party shall promptly (i) return all copies of such Information in written, graphic or other tangible form, or (ii) certify the destruction of all documents and other material in the possession, custody or control of receiving Party, its affiliates, employees, representatives, subcontractors or agents that bear or incorporate any part of providing Party's Information.

8.2 Confidentiality Waivers - Neither Party shall not have an obligation to the other with respect to Information which: (a) at the time of disclosure was already known to the other free of any obligation to keep it confidential (as evidenced by the other Party's written records prepared prior to such disclosure); (b) is or becomes publicly known through no wrongful act (such obligations ceasing at the time such Information becomes publicly known); (c) is lawfully received from a third party, free of any obligation to keep it confidential; (d) is independently developed by a third party or by the Party against whom an obligation to protect such Information is to be enforced, as evidenced by Party's written records, and wherein such development occurred without any direct or indirect use of or access to the Information received from the Party seeking to enforce such obligation; or (e) the providing Party consents in writing to be free of restriction.

8.3 Required Disclosures of Confidential Information

- a. Compelled Disclosures of Confidential Information - If either Party is required to provide or disclose Information to any court or government agency pursuant to a written court order, subpoena, regulatory demand, or process of law, such Party must, unless prohibited by applicable law, first provide the other Party with prompt written notice of such requirement and reasonably cooperate with the other Party should it seek reasonable protective arrangements for the production of such Information. Both Parties will take reasonable steps to limit any such provision of Information to the specific Information required by such court or agency, and continue to otherwise protect all Information disclosed in response to such order, subpoena, regulation, or process of law.
- b. Parties recognize that Client is a public entity subject to the Kansas Open Records Act.

9.0 Limitation of Damages and Indemnity

- 9.1 Limitation of Type of Damages - In no event shall either Party be liable to the other or any third party for any consequential or incidental damages regardless of whether either Party or third party has been apprised of such damages, however caused, based on any theory of liability including without limitation breach of contract or tort.
- 9.2 Limitation of Amount of Damages - THE MAXIMUM LIABILITY OF NewEdge AND NewEdge's OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONSULTANTS, SUPPLIERS, AFFILIATES AND SUBCONTRACTORS ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY CLIENT TO NewEdge PURSUANT TO THE AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE CLAIM. THE EXISTENCE OF ONE OR MORE CLAIMS SHALL IN NO EVENT INCREASE NewEdge's TOTAL LIABILITY BEYOND THE TOTAL FEES PAID BY CLIENT TO NewEdge UNDER THE AGREEMENT AND IN NO EVENT SHALL ANY OF NewEdge's OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONSULTANTS, SUPPLIERS, AFFILIATES OR SUBCONTRACTORS HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THE MATERIALS AND SERVICES PROVIDED UNDER THE AGREEMENT.
- 9.3 NewEdge Reliance on Client Information - NewEdge shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's consultants and contractors, manufacturers, suppliers, publishers of technical standards, and information from public records, without the need for independent verification. To the extent such information appears to be incomplete or inaccurate, NewEdge shall

in good faith advise client accordingly and Client shall promptly cooperate to resolve such inaccuracies or provide such information as need to provide NewEdge complete information. To the extent such inaccurate or incomplete information impedes or otherwise delays NewEdge's performance under this Agreement, Client agrees to indemnify, hold harmless, and defend NewEdge and its Affiliates, as well as their respective agents, distributors and subcontractors, individually or collectively, as the case may be, in accordance with this provision against any loss arising from, or in connection with, or resulting from, the Materials or Services furnished by NewEdge under this Agreement or any Order under this Agreement or acts or omissions with respect to this Agreement or any Order under this Agreement.

- 9.4 Client General Indemnity of NewEdge – To the extent allowed by law, Client agrees to indemnify, hold harmless and defend NewEdge, NewEdge's officers, directors, employees, agents, subcontractors and third-party suppliers or affiliates, at Client's expense, against any and all third-party claims, actions, proceedings, and suits brought against NewEdge or any of NewEdge's officers, directors, employees, agents, subcontractors, third-party suppliers or affiliates, and pay all related liabilities, damages, settlements, penalties, fines, costs or expenses (including, without limitation, reasonable attorneys' fees and other litigation expenses) incurred by NewEdge or any of NewEdge's officers, directors, employees, agents, subcontractors, third-party suppliers or affiliates, arising out of or relating to: (a) Client's breach of any term or condition of this Agreement; (b) Client's fraudulent, illegal or malicious use of the Materials or Services; (c) Client's violation of applicable Laws, rules or regulations in connection with the Materials or Services; (d) NewEdge's use of any content or information provided by Client to NewEdge; or (e) the disclosure of this Agreement. In such a case, NewEdge shall provide Client written or electronic notice of such claim, suit or action. Client shall cooperate as fully as reasonably required in the defense of any claim. NewEdge reserves the right, at NewEdge's own expense, to assume the exclusive defense and control of any matter subject to indemnification by Client.

10.0 Termination

10.1 Termination for Cause

- a. This Agreement or any Order under this Agreement may be terminated in part or whole by either Party for [1] failure to comply with the terms and conditions of the Agreement, or [2] as provided elsewhere in the Agreement.
- b. In such case as Client elects to terminate for alleged deficiency in Materials provided or Services performed or alleged failure of NewEdge to comply with the terms and conditions of the Agreement or any Order under this Agreement and such alleged failure relates directly to the quality or consistency of the performance by NewEdge under the Agreement, Client shall provide written notice to NewEdge thirty (30) days in advance of the date of proposed termination. On receipt of such notice, Client shall work with NewEdge in good faith to allow NewEdge a reasonable time, exceeding such thirty (30) day period if reasonably necessary, to remedy such alleged deficiency or failure. If after such remedial effort, the alleged deficiency or failure, as determined by the Parties working together in good faith, has not been reasonably cured, the Agreement or any Order under this Agreement shall be deemed terminated.

- 10.2 Termination by Agreement – The Agreement or any Order under this Agreement may be terminated by a writing signed by both Parties. In such case, Client shall pay fees for work performed up to and including the date of agreed termination in compliance with the terms of the Agreement.

- 10.3 Temporary Suspension of Work – Should the Client desire to temporarily suspend work under this Agreement or any Order under this Agreement without terminating the Agreement or any Order under the Agreement, Client shall provide NewEdge thirty (30) days written notice of such suspension, the reasons for such suspension, and the proposed date on which work may recommence. Such temporarily suspended work may be resumed on a mutually agreed date but in no event shall NewEdge be required to agree to a date which unreasonably interferes

with previous or anticipated commitments or scheduled events. In such case, Client shall pay fees for work performed up to and including the date of agreed suspension in compliance with the terms of the Agreement.

11.0 Miscellaneous Terms

11.1 Electronic Data Transmission

The Parties may exchange communications, documents, and other relevant Materials ("Data") electronically, in place of tangible documents, and unless otherwise agreed in a signed writing, shall direct such Data to the respective contact listed in the Notices provision of this Agreement. The following additional conditions apply to any such exchanges:

- a. Statute of Frauds. All Data transmitted pursuant to this clause shall be deemed to be a "writing" or "in writing" for purposes of the Uniform Commercial Code. Any such Data containing or having affixed to it a Signature shall be deemed for all purposes to: (i) to have been "signed" and "executed," and (ii) to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business.
- b. Method of Exchange. Data shall be exchanged by direct electronic or computer systems communication between NewEdge and Client or by indirect communications using a third-party service provider to translate, forward and/or store such Data. Each Party shall be responsible for the cost(s) and associated cost(s) of any such third-party service provider with which it contracts.

11.2 Independent Contractor - The relationship of the Parties established by this Agreement is that of independent contractors, and nothing contained in this Agreement or any Order under this Agreement shall be construed to (a) constitute Parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking, or (b) except to the extent expressly set forth in this Agreement, allow any Party hereto to create or assume any obligation on behalf of another Party hereto for any purpose whatsoever.

11.3 Cumulative Remedies - The rights and remedies of the Parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, by statute or otherwise, except in those cases where this Agreement or any Order under this Agreement specifies that a particular remedy is sole or exclusive, but neither Party may retain the benefit of inconsistent remedies. No single or partial exercise of any right or remedy with respect to one breach of this Agreement or any Order under this Agreement precludes the simultaneous or subsequent exercise of any other right or remedy with respect to the same or a different breach.

11.4 Assignment and Delegation - Neither Party may assign, delegate, or otherwise transfer its rights or obligations under this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner, without the prior written consent of the other Party, except as follows:

- a. Permitted Assignment of Rights or Delegation of Duties - Without securing the consent of the other, either Party may assign its rights, or delegate its duties, or both, in whole or in part: to any present or future Affiliate of assigning Party, to any lender providing financing to assigning Party, or to any third party that assumes the operation of or otherwise acquires any substantial portion of the business of assigning Party affected by this Agreement.
- b. Delegation Permitted by this Agreement - NewEdge may subcontract its performance subject to the Section entitled "Use of Subcontractors."
- c. Assignment of Right to Receive Money – Either Party may assign its right to receive money due hereunder, but any assignment of money is void to the extent (a) the assignor fails to give the non-assigning Party at least thirty (30) days prior notice, (b) the assignment purports to impose upon the non-assigning Party

additional costs or obligations in addition to the payment of such money, or (c) the assignment purports to preclude non-assigning Party from dealing solely and directly with assigning Party in all matters pertaining to this Agreement.

- d. Non-Compliant Assignment and Delegations are Void - Any assignment, delegation or transfer for which consent is required hereby and which is made without such consent given in writing is void.

11.5 Entire Agreement - This Agreement, including all appendices, exhibits, attachments and documents incorporated by reference, constitutes the final, complete, and exclusive expression of the Parties' agreement on the matters contained in this Agreement. The terms of this Agreement or any Order under this Agreement shall govern in lieu of all other pre-printed, standardized or other provisions that may otherwise appear in any other paper or electronic record of either Party. All prior written and oral negotiations and agreements, and all contemporaneous oral negotiations and agreements, between the Parties on the matters contained in this Agreement or any Order under this Agreement are expressly merged into and superseded by this Agreement or any Order under this Agreement. The Parties do not intend that the provisions of this Agreement or any Order under this Agreement be explained, supplemented, or qualified through evidence of trade usage or any prior course of dealings or any course of performance under any prior agreement. In entering into this Agreement or any Order under this Agreement, neither Party has relied upon any statement, estimate, forecast, projection, representation, warranty, action or agreement of the other Party except for those expressly contained in this Agreement or any Order under this Agreement. There are no conditions precedent to the effectiveness of this Agreement or any Order under this Agreement other than any expressly stated in this Agreement or any Order under this Agreement.

11.6 Orders – Client may order Materials or Services by submitting Orders in connection with this Agreement that are substantially in the form of Appendix B – Order Form.

11.7 Force Majeure - If a Force Majeure Event prevents a party from complying with any one or more obligations under this agreement, that inability to comply will not constitute breach if (1) that party uses reasonable efforts to perform those obligations, (2) that party's inability to perform those obligations is not due to its failure to (a) take reasonable measures to protect itself against events or circumstances of the same type as that Force Majeure Event or (B) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Force Majeure Event, and (3) that party complies with its obligations under this provision.

- a. Definition of Force Majeure Event - For purposes of this agreement, "Force Majeure Event" means, with respect to a Party, any event or circumstance, whether or not foreseeable, that was not caused by that Party (other than a strike or other labor unrest that affects only that Party, an increase in prices or other change in general economic conditions, a change in law, ordinance, or other statutory or regulatory provision with which such Party must comply, or an event or circumstance that results in that party's not having sufficient funds to comply with an obligation to pay money) and any consequences of that event or circumstance.
- b. Force Majeure Event Notice Requirement - If a Force Majeure Event occurs, the noncomplying party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on performance, and how long the noncomplying party expects it to last. Thereafter the noncomplying party shall update that information as reasonably necessary. During a Force Majeure Event, the noncomplying Party shall use reasonable efforts to limit damages to the other Party and to resume its performance under this Agreement.

11.8 Time Not of the Essence – Time is not of the essence.

11.9 Governing Law - This Agreement and all Orders under the Agreement shall be construed in accordance with the Laws of the state of Kansas, without regard to principles of conflicts of law and excluding the United Nations Convention on Contracts for the International Sale of Goods. For purposes of applying its Uniform Commercial Code, the Materials and Services provided under this Agreement or any Order under this Agreement shall be deemed to be "goods."

11.10 Forum

Forum for Judicial Actions - Other than to the extent expressly set forth below in this provision, any legal action or proceeding arising out of or relating to this Agreement or the transactions it contemplates shall be brought only in the Crawford County, Kansas Division of the United States District Court, and each Party consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts) in any such Judicial Action and waives any claim of forum non conveniens in connection therewith and objection to venue laid therein. Process in any such judicial action may be served on a Party anywhere in the world, whether within or without the State of Kansas. The choice of forum above shall not prohibit the enforcement of any judgment obtained in that forum or any other appropriate forum.

11.11 Amendments and Waivers

- a. General Amendment - The Parties may not amend this Agreement or any Order under this Agreement except by a written agreement of the Parties that identifies itself as an amendment to this Agreement or any Order under this Agreement and is signed by both Parties.
- b. General Waivers of Rights - No waiver of any right or condition is effective unless given in writing and signed by the Party waiving such right or condition. No delay or omission by either Party to exercise any right or power it has under this Agreement or any Order under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by any Party of any breach, condition or covenant shall not be construed to be a waiver of any succeeding breach or condition or of any other covenant. All waivers must be in writing and signed by the Party waiving its rights.
- c. Changes to Scope of Materials or Services - Changes to scope of the Materials or Services as described in this Agreement or any Order under this Agreement must be expressly stated and comply with the terms of this Agreement.

11.12 Severability - If any provision of this Agreement or any Order under this Agreement is determined to be invalid, illegal, or unenforceable, then the remaining provisions of this Agreement or any Order under this Agreement shall remain in full force to the extent both the economic and legal substance of the transactions contemplated by this Agreement or any Order under this Agreement are not affected in any manner that is materially adverse to either Party by severing the provision determined to be invalid, illegal, or unenforceable.

11.13 Construction and Interpretation

- a. Joint Drafting and Understanding - This Agreement has been prepared jointly and has been the subject of arm's length and careful negotiation. Each Party has been given the opportunity to independently review this Agreement with legal counsel and other consultants, and each Party has the requisite experience and sophistication to understand, interpret and agree to the particular language of its provisions. Accordingly, the drafting of this Agreement is not to be attributed to either Party.
- b. General Construction
 - (1) Headings contained in this Agreement or any Order under this Agreement are for reference purposes only and are not to affect the meaning or interpretation of this Agreement.

- (2) The word “include” in every form means to include without limitation by virtue of enumeration and a derivative of a defined term shall have the meaning appropriate to the context of its use.
- (3) References to content posted on any website referred to in this Agreement or any Order under this Agreement shall mean such content as it may be revised from time to time.
- (4) Whenever this Agreement or any Order under this Agreement refers to a consent or approval to be given by either Party, such consent or approval is effective only if given in writing and signed by the Party giving approval or consent.
- (5) The use of singular words includes the plural and vice versa.

11.14 Third Party Beneficiaries - Except as expressly set forth to the contrary in this Agreement, there are no third-party beneficiaries of this Agreement or any Order under this Agreement, and this Agreement or any Order under this Agreement shall not provide any third person or entity with any remedy, claim, liability, reimbursement, claim of action or other legal or equitable right in excess of those existing without reference to this Agreement. NewEdge’s Materials and Services provided through this Agreement or any Order under this Agreement are solely for the benefit of the Client.

11.15 Survival of Obligations - Obligations and rights under this Agreement or any Order under this Agreement that by their nature would reasonably continue beyond the termination or expiration of this Agreement or any Order under this Agreement (including without limitation those in the Sections entitled “Intellectual Property,” “Compliance,” “Warranties,” “Confidentiality,” Limitation of Damages and Indemnity,” and “Miscellaneous Terms”) shall survive the termination or expiration of this Agreement or any Order under this Agreement.

11.16 Notices

- a. Each Party giving or making any notice, consent, request, demand, or other communication pursuant to this Agreement or any Order under this Agreement must give the notice in writing and use one of the following methods, each of which for purposes of this provision is a writing: by hand; certified mail (return receipt requested and postage prepaid); U.S. Postal Service overnight or priority mail; internationally recognized overnight courier (in either case with all fees prepaid); or email. Each Party giving a notice shall address the notice to the appropriate person (the “Addressee”) at the receiving Party at the address listed below:

- (1) **NewEdge:**
Brad Daugherty, President
9191 Kyser Way, Suite 103
Frisco, TX 75033
469-766-3732 - bdaugherty@newedgeservices.com

- (2) **CLIENT:**
Jay Byers, Deputy City Manager
201 W. 4th St.
Pittsburg, KS 66762
620-230-5685 - jay.byers@pittks.org

- b. A notice is effective only if the Party giving notice has complied with the foregoing requirements of this Section and the Addressee has received the notice. A notice is deemed to have been received as follows:

- (1) If a notice is furnished by hand, on the date of delivery if delivered during business hours on a business day (otherwise on the next business day);

- (2) If a notice is sent by certified mail, U.S. Postal Service overnight or priority mail, or internationally recognized overnight courier, upon the date of delivery as indicated by the receipt or other tracking record;
- (3) If a notice is sent by e-mail, upon successful transmission to the recipient's email account, if such notice is sent in time to allow it to be accessible by the Addressee before the time allowed for giving such notice expires, and a confirmation copy is sent by one of the other methods.
- (4) The addresses and telephone numbers to which notices may be given to either Party may be changed by written notice given by such Party to the other pursuant to this Section.

12.0 Transmission of Original Signatures and Executing Multiple Counterparts

Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document (e.g., pdf or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of original signatures. This Agreement may be executed in multiple counterparts, each of which shall be deemed to constitute an original but all of which together shall constitute only one document.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

[client name]	NewEdge Services, LLC
_____ Signature	_____ Signature
_____ Printed Name	_____ Printed Name
_____ Title	_____ Title
_____ Date	_____ Date

APPENDIX A – Scope of Work for Cityworks PLL Implementation

Order #1

STATEMENT OF WORK FOR IMPLEMENTATION OF CITYWORKS SERVER PLL

1) Description of Materials and Services:

a) **Implementation of the Cityworks Server PLL software for the City of Pittsburgh**

As an Authorized Business Partner of Azteca Systems, NewEdge Services will work with the City of Pittsburgh to implement Cityworks Server PLL for the following Divisions/Departments:

- Community Development and Housing
 - Planning and Zoning
 - Land Bank
- Engineering and Public Works
 - Building Services and Inspections
 - Code Enforcement

NewEdge Service's implementation process includes the following tasks:

- Conduct on-site kick off meeting and workflow analysis
- Configure Cityworks Server PLL database to include the following for each permit and case:
 - Application Intake
 - Contractor / People
 - Fees
 - Ability to Print Permit or Cases Data
 - Workflow
 - Inspections
- On-site database review
- Provide on-site Training/Coaching/Support
- Continued support after the client is live
- Configuration and deployment of PLL Public Access

Implementation fees are based on **4** department / divisions being implemented and approximately 20 users.

Assumptions

- Client is responsible for all purchases of the Cityworks software and hardware devices for the users.
- NewEdge will assist the City with deployment of the Cityworks site but is not responsible for configuration of hardware or the network required to run the Cityworks software.
- Client is responsible for all Esri software and the configuration of ArcGIS Server for use with the Cityworks Server PLL software.

Schedule

Implementation for the listed divisions will take approximately 8 months.

b) **Nightly Export of PLL Financial Information**

NewEdge will create a script that will generate a nightly export, in csv format, of the daily financial information put into the PLL software. This would include permit fees and fines associated with Code cases.

Assumptions

- CSV file will be imported by Pittsburgh staff into the financial software on a daily basis.

Schedule

Will correspond with Phases in Task a

c) **Crystal Reports Training**

Cityworks software utilizes the Crystal Reports software for generating custom reports. NewEdge Crystal Training includes how to utilize the Cityworks search engine and out of the box reporting tools and how to generate custom user reports through the Crystal Reports software.

Assumptions

- Client is responsible for the purchase of the required number of licenses of the Crystal Reports software.
- Client is responsible for the installation of the Crystal Reports software on user machines.

Schedule

Crystal Reports training is generally conducted 3-4 months after the go-live of the Cityworks software.

d) **Cityworks Refresher Training**

NewEdge offers on-site refresher training. The training agenda can be modified as the client sees fit to include but not limited to:

- General Cityworks usage – for new employees, etc.
- Specific topics
- Administrator refresher training
- Minor system configuration changes such as template changes or custom fields.

NewEdge staff will work with the City to identify areas of focus and the best use of the 3-day training.

This quote is for 1 NewEdge staff to be on-site for 3 days. The 24 hours can be divided as NewEdge and the City see fit.

Assumptions

N/A

Schedule

Refresher training is generally conducted 6-8 months after the go-live of the Cityworks software.

2) **Pricing / Payment Schedule:**

Pricing:

Total cost for implementation of Cityworks PLL: **\$85,800.00**

Task Name / Description	Price Estimate
Cityworks Server PLL Implementation	\$72,280.00
Nightly Export of Financial Information	\$7,000.00
Crystal Reports Training	\$3,400.00
Cityworks Refresher Training	\$3,120.00

Payment Schedule:

Task Completed	Billing
Pre-Kickoff (10% of Task Totals) <ul style="list-style-type: none">• Implementation Services	\$7,228.00
Kickoff (33% of Task Totals) <ul style="list-style-type: none">• Implementation Services	\$16,624.40
Workflow Assessment (66% of Task Totals) <ul style="list-style-type: none">• Implementation Services	\$23,852.40
Database Review (75% of Task Totals) <ul style="list-style-type: none">• Implementation Services	\$6,505.20
Training/Support (90% of Task Totals) <ul style="list-style-type: none">• Implementation Services	\$10,842.00
Go-Live (100% of Task Totals) <ul style="list-style-type: none">• Implementation Services• Financial Export	\$14,228.00
Cityworks Refresher Training <ul style="list-style-type: none">• 100% Billed	\$3,400.00
Crystal Reports Training <ul style="list-style-type: none">• 100% Billed	\$3,120.00
Total	\$85,800.00

3) **Invoices/Billing Information:**

Invoices and billing information are to be sent to Client at:
Jay Byers, Deputy City Manager
City Hall
201 W. 4th St.
Pittsburg, KS 66762-0688

4) **Project Manager/Point of Contact:**

The Client project manager and/or point of contact shall be:
Jeff Bair, IT Manager
City Hall
201 W. 4th St.
Pittsburg, KS 66762-0688

5) **Special Terms and Conditions**

N/A

Pittsburg City Manager – Annual Performance Evaluation and Review of Letter of Agreement

Procedure

Timeline:

1. The Commission will complete the performance evaluation process for the City Manager (CM) by November 30th of each year.
2. The City Manager's annual goals will be established with the Commission by January 31st of each year.
3. The City Manager will periodically report to the Commission on the status/progress of the goals to include the May Commission work session.

Procedure:

1. The City Manager Accomplishments, Goals and Objectives will be submitted to the City Attorney by November 5th.
2. The City Attorney will submit to the Commission the following documents for the evaluation process:
 - a. City Manager's report on accomplishments, goals and objectives
 - b. Performance evaluation tool with Commission evaluation summary
 - c. Imagine Pittsburg Goals
 - d. City Manager Letter of Agreement
3. The Commissioners will return the completed evaluation tool to the City Attorney no later than the day prior to the Commission meeting scheduled to review the evaluation.
4. The City Attorney will compile the results of the Commission's evaluations.
5. The Mayor will schedule an executive session to review and discuss the City Manager's performance evaluation results, goals and a review of the letter of agreement and to allow for a comprehensive discussion.
6. The City Attorney will present the evaluation results to the City Manager
7. The Mayor will schedule an executive session in January to include the City Manager to finalize the annual goals.
8. The City Manager Letter of Agreement shall be approved no later than January of each year.